



RECEIVED

2012 MAY -9 AM 7:58

WV PURCHASING
DIVISION

May 8, 2012

Ms. Roberta Wagner
Department of Administration Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Dear Ms. Wagner & Members of the West Virginia Department of Health & Human Resources:

Thank you for giving Quest Diagnostics the opportunity to respond to BHS12155 for laboratory services. As the nation's leading provider of diagnostic testing, Quest Diagnostics is uniquely positioned to meet your needs through our local Nichols Institute laboratory in Chantilly, Virginia.

Our RFQ response and pricing are attached. This proposal is contingent upon successful contract execution and we expect that the agreement resulting from this solicitation is consistent with our proposal and the clarifications to the proposed terms and conditions noted below.

General Terms & Conditions, RFQ & RFP

- ◆ 2. *The State may accept or reject in part, or in whole, any bid.*

Quest Diagnostics has proposed pricing based on the state's expected test mix and volumes. To be eligible for this pricing, the state of West Virginia Department of Health & Human Resources must utilize Quest Diagnostics for 80% of your testing.

- ◆ 4. *All services performed or goods deliver under State Purchase Order/Contracts are to be continued for term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.*

It is the responsibility of the state to monitor funds for the contract. Quest Diagnostics will perform and bill for any ordered test.

- ◆ 13. *HIPAA Business Associate Addendum: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR § 160.103) and will be disclosing Protected Health Information (45 CFR § 160.103) to the vendor.*

Quest Diagnostics is a covered entity under HIPAA that complies in that capacity with the Privacy and Security Rules at 45 CFR Parts 160, 162, and 164. The "Position Paper" provided as Attachment 1 explains in further detail why Quest Diagnostics is not a business associate of our hospital or other clients when we perform clinical laboratory testing services.

- ◆ 14. *Confidentiality: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.*

Quest Diagnostics maintains comprehensive data privacy and security programs. Compliance with the Health Insurance Portability and Accountability Act (HIPAA) is a significant element of the company's overall Compliance Program. In addition, Quest Diagnostics has a dedicated information security organization with defined roles and responsibilities and a management framework to control the implementation and operation of information security within the organization.

As a covered entity under HIPAA, Quest Diagnostics has implemented physical, administrative and technical safeguards which meet or exceed the requirements of the HIPAA rules related to data privacy and security (per 45 CFR Parts 160 & 164). These privacy and security activities are in place at Quest Diagnostics to maintain the confidentiality, integrity and availability of Protected Health Information.

We have reviewed the Confidentiality Policies & Information Security Accountability Requirements and have identified concerns with several provisions. Quest Diagnostics can agree to the terms set forth in that document, with the exception that there are some provisions (listed below) which we would need to modify to reflect our practices, and our representatives are willing to discuss these items further with your organization upon request.

- ◆ 4.3
- ◆ 4.3.2
- ◆ 4.4.1
- ◆ 4.4.2.1 – 4.4.2.2
- ◆ 4.4.2.4
- ◆ 4.5
- ◆ 4.6
- ◆ 4.7

Instructions to Bidders

- ◆ 2. *Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should*

attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

The tests in this bid have been converted (i.e. "mapped") to Quest Diagnostics' tests to the best of our ability based on the test description provided. Quest Diagnostics would welcome the opportunity to discuss any test in question in further detail in advance of or following contract award.

- ◆ *3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.*

Shipping terms of this nature are not applicable to the provision of a service such as laboratory testing. The state will be invoiced monthly for testing and services provided.

RFQ Terms

- ◆ *Unless specific provisions are stipulated elsewhere in this contract document by the state of West Virginia, its agencies, or political subdivisions, the terms, conditions, and pricing set forth herein are firm for the life of the contract.*

Quest Diagnostics has provided exceptions to the proposed terms and conditions in this letter. As previously stated, our proposal is contingent upon successful contract execution, and we expect that agreement resulting from this solicitation is consistent with this letter and our proposal.

The pricing for tests performed within the Quest Diagnostics network will be firm for the duration of the agreement. Tests referred to another reference laboratory are priced at the actual vendor test cost plus a \$25.00 handling fee and Quest Diagnostics shall have the right to increase charges to the state for any such tests in an amount that is commensurate with the increase by the reference laboratory.

- ◆ *Ordering procedure: Spending unit(s) shall issue a written state contract order (form WV-39) to the vendor for commodities covered by this contract. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a second copy mailed to the purchasing division, and a third copy retained by the spending unit.*

Quest Diagnostics will accept the written state contract order as the main contract document governing services. As stated above, we expect that agreement resulting from this solicitation is consistent with this letter and our proposal. Additional agreements may be required based on the services to be provided, such as Quest Diagnostics' standard connectivity agreement.

After the contract order is executed, individual test and phlebotomy orders will be required.

- ◆ *The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions which may appear on any attached printed documents such as price*

lists, order forms, sales agreements or maintenance agreements, including any electronic medium such as CD-ROM.

Quest Diagnostics has provided exceptions to the proposed terms and conditions in this letter. Our proposal is contingent upon successful contract execution, and we expect that agreement resulting from this solicitation is consistent with this letter and our proposal.

Further, our pricing terms as well as ordering terms and conditions such apply. Quest Diagnostics may require that the state sign additional contracts depending on the services to be performed, such as our IT Connectivity Agreement.

- ◆ *Local government bodies: Unless the vendor indicates in the bid his refusal to extend the prices, terms, and conditions of the bid to county, school, municipal and other local government bodies, the bid shall extend to political subdivisions of the state of West Virginia. If the vendor does not wish to extend the prices, terms, and conditions of the bid to all political subdivisions of the state, the vendor must clearly indicate such refusal in his bid. Such refusal shall not prejudice the award of this contract in any manner.*

This bid shall not extend to other local government bodies. Quest Diagnostics would welcome the opportunity to bid on such opportunities separately.

Thank you again for giving Quest Diagnostics the opportunity to provide a response. We look forward to hearing from you.

Sincerely,

John Pickering, Hospital Account Executive
724-433-7430
John.D.Pickering@QuestDiagnostics.com

Charles Rippin, Hospital Sales Director
412-290-4188
Charles.F.Rippin@QuestDiagnostics.com



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

BHS12155

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES
BBH/HF
ROOM 350
350 CAPITOL STREET
CHARLESTON, WV
25301-3702 304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2012				

BID OPENING DATE:

05/09/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES (BHBF), AND THE SEVEN STATE OWNED AND OPERATED FACILITIES LISTED BELOW REQUEST A QUOTE TO PROVIDE LABORATORY SERVICES PER THE ATTACHED SPECIFICATIONS.						
THIS IS A RE-BID OF BHS12088.						
THE STATE OWNED AND OPERATED FACILITIES ARE:						
JACKIE WITHRO HOSPITAL 105 S. EISENHOWER DRIVE BECKLEY, WV 25801				HOPEMONT HOSPITAL 150 HOPEMONT DRIVE TERRA ALTA, WV 26764		
LAKIN HOSPITAL 11522 OHIO RIVER ROAD WEST COLUMBIA, WV 25287				JOHN MANCHIN SR. HEALTH CARE CENTER 401 GUFFEY STREET FAIRMONT, WV 26554		
WELCH COMMUNITY HOSPITAL 454 MCDOWELL STREET WELCH, WV 24801				MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE. HUNTINGTON, WV 25709		
WILLIAM R. SHARPE, JR. HOSPITAL 936 SHARPE HOSPITAL ROAD WESTON, WV 26452						
*****BID OPENING: MAY 9, 2012 AT 1:30 PM						
LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Walt M...</i>	TELEPHONE 703-802-6900	DATE 05/02/12
TITLE Managing Director	FEIN 54-0854787	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

BHS12155

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES

BBH/HF

ROOM 350

350 CAPITOL STREET

CHARLESTON, WV

25301-3702

304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/05/2012				

BID OPENING DATE:

05/09/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	193-88		See Attached.	See Attached.
OPEN END CONTRACT FOR REFERENCE LABORATORY SERVICES						
VENDOR TO PROVIDE LABORATORY SERVICES TO THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES STATE-OWNED FACILITIES WHICH INCLUDE:						
WILLIAM R SHARPE, JR. HOSPITAL						
MILDRED MITCHELL BATEMAN HOSPITAL						
JACKIE WITHROW HOSPITAL						
LAKIN HOSPITAL						
WELCH COMMUNITY HOSPITAL						
HOPEMONT HOSPITAL						
JOHN MANCHIN SR. HEALTH CARE CENTER						
PER THE ATTACHED SPECIFICATIONS. THIS IS A RE-BID OF BHS12088.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Walt M...</i>	703-802-6900	05/02/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Director	54-0854787	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFC NUMBER

BHS12155

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES
BBH/HF

ROOM 350
350 CAPITOL STREET
CHARLESTON, WV
25301-3702 304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/05/2012				

BID OPENING DATE: 05/09/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Walt Miller</i>	TELEPHONE 703-802-6900	DATE 05/02/12
TITLE Managing Director	FEIN 54-0854787	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

BHS12155

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES

BBH/HF

ROOM 350

350 CAPITOL STREET

CHARLESTON, WV

25301-3702

304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/05/2012				

BID OPENING DATE: 05/09/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	--------	-------------	------------	--------

THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 01/17/2012

ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:
(1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Wagner</i>	TELEPHONE 703-802-6900	DATE 05/02/12
TITLE Managing Director	FEIN 54-0854787	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

BHS12155

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES

BBH/HF

ROOM 350

350 CAPITOL STREET

CHARLESTON, WV

25301-3702

304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOR	FREIGHT TERMS
04/05/2012				

BID OPENING DATE:

05/09/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: ROBERTA WAGNER/FILE 22						
RFQ. NO.: BHS12155						
BID OPENING DATE: MAY 9, 2012						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
610-271-8814						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
John Pickering, Hospital Account Executive						
THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 703-802-6900	DATE 05/02/12
TITLE Managing Director	FAX 54-0854787	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

BHS12155

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES

BBH/HF

ROOM 350

350 CAPITOL STREET

CHARLESTON, WV

25301-3702

304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2012				

BID OPENING DATE: 05/09/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	----------	-------------	------------	--------

TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS
IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST
VIRGINIA LEGISLATIVE RULES AND REGULATIONS.

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA
CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH
IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR
MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING
CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE
AGENCY AS A CONDITION OF AWARD.

EXHIBIT 4

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES
IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,
AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL
AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND
TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST
VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE
PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL
POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST
CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL
SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY
MANNER.

REV. 3/88

INQUIRIES:

WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF
BUSINESS ON 04/24/2012. QUESTIONS MAY BE SENT VIA
USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO
VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE
QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL
QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 703-802-6900	DATE 05/02/12
TITLE Managing Director	FEIN 54-0854787	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
BHS12155

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES

BBH/HF

ROOM 350

350 CAPITOL STREET

CHARLESTON, WV

25301-3702

304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: 05/09/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: BHS12155						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						
NO. 1 <input checked="" type="checkbox"/>						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. H. Hume</i>	TELEPHONE 703-802-6900	DATE 05/02/12
TITLE Managing Director	FEIN 54-0854787	ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
BHS12155

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES

BBH/HF

ROOM 350

350 CAPITOL STREET

CHARLESTON, WV

25301-3702

304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE:

05/09/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<div><div>..... SIGNATURE Quest Diagnostics Nichols Institute, Inc. . . COMPANY</div><div>05/02/12 DATE</div></div>						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
END OF ADDENDUM NO. 1						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>U. N. N.</i>	703-802-6900	05/02/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Director	54-0854787	



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

BHS12155

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics Nichols Institute
14225 Newbrook Drive
Chantilly, VA 20151

HEALTH AND HUMAN RESOURCES

BBH/HF

ROOM 350

350 CAPITOL STREET

CHARLESTON, WV

25301-3702

304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE:

05/09/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		193-88	See attached.	See attached.
OPEN END CONTRACT FOR REFERENCE LABORATORY SERVICES						
***** THIS IS THE END OF RFQ BHS12155 ***** TOTAL:						\$475,821.10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Roberta Wagner</i>	703-802-6900	05/02/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Director	54-0854787	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**Open End Contract for Reference Laboratory Services
BHS11095**

1.1 Purpose:

To provide reference laboratory services to the West Virginia Department of Health and Human Resources (WV DHHR), Bureau for Behavioral Health and Health. Facilities (BHFF), State owned facilities which include: William R. Sharpe, Jr. Hospital, Mildred Mitchell Bateman Hospital, Jackie Withrow Hospital, Lakin Hospital, Welch Community Hospital, Hopemont Hospital, and John Manchin Sr. Health Care Center, hereafter referred to as "facilities".

Location of Facilities:

Jackie Withrow Hospital
105 S. Eisenhower Drive
Beckley, WV 25801

Hopemont Hospital
150 Hopemont Drive
Terra Alta, WV 26764

Lakin Hospital
11522 Ohio River Rd
Lakin, WV 25287

John Manchin Sr. Health Care Center
401 Guffey Street
Fairmont, WV 26554

Welch Community Hospital
454 McDowell Street
Welch, WV 24801

Mildred Mitchell-Bateman Hospital
1530 Norway Ave.
Huntington, WV 25709

William R. Sharpe, Jr. Hospital
936 Sharpe Hospital Road
Weston, WV 26452

1.2 Mandatory Requirements

- 1.2.1 Vendor shall provide reference laboratory services to the above listed State owned facilities

Quest Diagnostics is the nation's leading provider of diagnostic testing, information, and services. Our Nichols Institute laboratory in Chantilly, Virginia, has more than adequate capacity and staffing to provide reference laboratory services to the seven WV DHHR facilities listed above.

- 1.2.2 Vendor must establish connectivity with the Data Innovations server, and compatibility with the Instrument Manager software used by the state and facilities within ninety (90) days of the start of the contract. This will create a Health Level Seven (HL7) format, bidirectional interface between the vendor and the Electronic Patient Record System for the flow of facility lab orders to the vendor and lab results from the vendor.

Quest Diagnostics will work with the WV DHHR to implement a bidirectional LIS-LIS interface between our laboratory information system and yours. Every effort

will be made to implement the interface within 90 days of contract award, though the average interface build takes approximately 90-120 days. A sample interface build plan is attached as Attachment 2; this sample plan is based on a standard interface implementation with no development and a 200-test dictionary build.

We support standard HL7 protocol and in general, are interfaces are based on HL7 2.3 protocol (earlier versions of HL7 are also supported). While ASTM protocol is not currently the standard, we do support it as well.

- 1.2.3 Vendor shall develop and maintain a process to supply printed laboratory results to a designated printer at each facility in the event of any issues inhibiting the transfer of data through Medsphere Open Vista

Quest Diagnostics invites each WV DHHR facility associated with this RFQ to use our Care360 Lab Orders & Results (LO&R) connectivity solution for web-based ordering and resulting. While Care360 LO&R can be the primary ordering tool, it often supplements an existing LIS interface. It can be used for ordering tests that have not been built in the interface or for order entry while the interface is under development.

With Care360 LO&R, our customers can:

- Order lab tests and receive results electronically through a web-enabled PC; simultaneous user access through networked PCs is also supported
- Access patient and test information anytime from any computer with an Internet connection
- Use customizable screens when placing standing orders or submitting requisitions for frequently ordered tests
- Utilize advanced reporting features, such as cumulative graphing and the ability to retrieve and print test results by patient, date, test, or abnormal result
- Access our current Directory of Services as well as ICD and CPT codes
- Order supplies
- Protect patient information and adhere to privacy regulations; Care360 LO&R meets all proposed Health Insurance Portability and Accountability Act (HIPAA) standards and protects patient information with 128-bit encryption and the services of Verisign™, an industry leader in system security verification

- 1.2.4 Vendor shall ensure that all laboratory policies and procedures comply with the regulations of the Health Insurance Portability and Accountability Act (HIPAA).

As a covered entity under HIPAA, Quest Diagnostics has put in place standards and procedures to ensure that our security and privacy standards are compliant with applicable laws. Integral components of our HIPAA compliance activities are employee training and the implementation of minimum necessary access to protected health information requirements, to reduce the risk of inappropriate exposure of protected health information. All 43,000+ employees have been

trained on HIPAA and data privacy, and also have signed an Integrity Commitment, promising to protect the privacy of all patient health information. We have entered into business associate agreements with vendors who provide certain services to us (where they will have access to protected health information on our behalf) in which the vendors agree to meet the privacy requirements of a HIPAA-covered entity. In addition, our information technology department security experts, in consultation with outside experts, have developed and implemented technical standards to help ensure the security of protected health information.

Please visit www.questdiagnostics.com to view our Privacy Policy and Notice of Privacy Practices.

- 1.2.5 Vendor shall provide current copies of Clinical Laboratory Improvement Amendments (CLIA) and College of American Pathologists (CAP) certificates. The vendor shall maintain on-going certification by (CLIA) and (CAP) and provide copies of certificates upon any renewals which occur during the contract period.

Each Quest Diagnostics laboratory is fully accredited in line with all applicable federal and state statutes. At Quest Diagnostics Nichols Institute Chantilly, this includes accreditation by the College of American Pathologists (CAP) and Clinical Laboratory Improvement Amendments (CLIA) certification.

Current copies of the laboratory's CAP and CLIA certificates are attached as Attachment 3. During the contract period, updated certificates can be provided to the WV DHHR as these accreditations expire and are renewed.

- 1.2.6 Vendor shall maintain compliance with (CLIA) regulations that address specimen rejection and the categorization of specimens as unsatisfactory.

As stated above, Quest Diagnostics Nichols Institute Chantilly is fully accredited and licensed. The laboratory adheres to all applicable CLIA and CAP standards and requirements.

- 1.2.7 Vendor shall ensure that all information provided in the laboratory reports complies with (CAP) standards.

As stated above, Quest Diagnostics Nichols Institute Chantilly is fully accredited and licensed. The laboratory adheres to all applicable CLIA and CAP standards and requirements.

When applicable and assuming that complete and accurate information was submitted at the time of the original test order, the following information is generally included on patient result reports:

- Patient identifying information (name, date of birth, etc.)
- Referring physician name
- Specimen accession number

- Specimen type (depending on specific test)
- Date of collection
- Date of test order
- Date of test report
- Name and address of performing laboratory
- Test name/code
- Result and interpretation (includes flags and reference ranges where appropriate)

- 1.2.8 Vendor shall maintain compliance with (CLIA) regulations regarding Quality Control and Quality Assurance, including documentation of the vendor's proficiency testing program. The vendor shall provide all such documentation to BHFF, or its individual facilities, upon request.

Extensive quality assurance and quality control programs are in place at each Quest Diagnostics laboratory consistent with all applicable CLIA requirements. These programs include comprehensive proficiency testing procedures.

In general, specific quality data not provided to customers. However, such data may be shared on-site at the Quest Diagnostics performing laboratory to the extent we do not consider the requested data to be confidential and proprietary.

- 1.2.9 Vendor shall maintain stored lab results for Quality Assurance monitoring and assessment of laboratory services for the current time periods mandated by regulatory bodies (CAP and CLIA).

Specimen retention times vary based on criteria such as state and federal regulations, test manufacturer's recommendations, deterioration of the analyte, and CAP and CLIA requirements. However, generally specimens are retained for 10-14 days following test completion.

- 1.2.10 Vendor shall maintain all specimen and report data in electronic format, including the total number of tests performed on a daily, monthly and annual basis by individual testing category. Vendor shall provide all such comprehensive or individual facility statistical reports to BHFF, or each individual facility, upon request.

Electronic utilization reports are available upon request each month at the facility-level and will include the following information for each ordered test: test name, test code, quantity ordered, unit cost, and total cost. Monthly and year-to-date data are provided.

- 1.2.11 Vendor shall employ a Board Certified Pathologist who is to be made available seven days each week, during normal working hours, for questions and/or interpretation of test results.

The full Quest Diagnostics network has over than 700 pathologists across the country and many of those pathologists based at the Nichols Institute laboratory in Chantilly, Virginia. Board-certified pathologists are available twenty-four hours a day, 365 days a year to provide consultative or interpretive information.

- 1.2.12 Vendor shall provide the facilities, on an on-going basis, with the name, address, and telephone number of their account representatives. Vendor shall also provide the facilities with a telephone referral service (twenty four hours a day/seven days a week) (24/7) for the purpose of responding to facility inquiries that require technical or professional support.

Local Account Management Team

Quest Diagnostics recognizes and is committed to meeting the special needs of hospitals. To that end, our Hospital Services organization is separately managed and dedicated only to hospital business. Representatives are deployed strategically across the country by geography and customer density to achieve the most effective combination of service, and each hospital we serve is assigned a management team comprised of multiple account representatives from this specialized organization.

Each WV DHHR facility associated with this RFQ will be assigned account representatives from this specialized organization.

Telephone Support (Client Services)

Quest Diagnostics Nichols Institute Chantilly's Client Services representatives are available by telephone 24 hours a day, 365 days a year to respond to inquiries in areas such as specimen requirements, general test information, turnaround time, test add-ons, and results. Client Services representatives will also channel calls to the appropriate individuals (including medical directors, scientific directors, and pathologists) for technical or medical interpretive information.

- 1.2.13 Vendor shall provide a set fee for phlebotomy services to be provided at the designated facilities. When, and/or if, a phlebotomist is needed, the facility will contact the vendor for the provision of services pursuant to the fee quoted. Please note: all travel expenses, if any, must be included in the fee as an all inclusive rate.

Quest Diagnostics can provide phlebotomy services on-site as needed with sufficient prior notice to the seven WV DHHR facilities associated with this RFQ. Our typical method of billing Phlebotomy is on a per patient basis.

Estimated charges inclusive of travel have been included in Exhibit B. Please note, these charges were developed based upon the WV DHHR's estimated service requirements. We reserve the right to renegotiate the hourly charge as appropriate.

- 1.2.14 Vendor shall provide daily collection (courier) services seven (7) days per week

at each facility for pick-up and transport of specimens. Services shall be performed by individuals specifically trained in laboratory specimen transport including the rules and regulations (Department of Transportation 49 Code of Federal Regulations, Parts 171-178) related to the transport of clinical specimens. Collection times shall take into consideration the facilities' needs for optimal test result turnaround times.

The Quest Diagnostics courier force includes 4000 personnel, 3500 vehicles, and a private fleet of more than 20 aircraft. This extensive logistics network allows for great flexibility.

All of our Route Service Representatives (RSRs) are fully trained and perform duties in line with all applicable federal requirements.

At no addition charge, we can provide one scheduled daily (Monday – Sunday) pickup at each of the seven facilities participating in this RFQ.

- 1.2.15 Vendor shall assume responsibility and liability for examining, interpreting, and reporting results of all specimens.

Quest Diagnostics will be responsible and liable for examining, interpreting, and result reporting of all specimens referred to our laboratories for ordered testing to the extent applicable. Testing will be performed in line with our existing policies and procedures.

- 1.2.16 Vendor shall provide the facilities with written instructions regarding patient preparation, proper specimen collection, specimen identification, specimen preservation, and specimen transport. Vendor will supply on-site training of facility staff as needed.

Instructions (Directory of Services)

Our Directory of Services includes comprehensive instructions for preparing, collecting, and submitting specimens to Quest Diagnostics for testing. The Directory may be accessed online at www.nicholsinstitute.com and is also available in hard copy upon request.

On-Site Training

To make the transition from another reference laboratory to Quest Diagnostics Nichols Institute Chantilly as easy as possible, we designed our "Smooth Start" program. This transition program typically includes orientation and education on a variety topics such as specimen collection and preparation, test ordering and requisitions, supplies, results, and key contacts. The program is fully customizable and we will develop each WV DHHR facility's own plan in coordination with each facility and based on their specific needs. Training will be provided on-site at each facility and refresher training will be available upon request at any point during the contract period.

- 1.2.17 Vendor shall provide the facilities with all supplies and materials necessary of the

collection and transport of specimen for testing. This includes, but is not limited to: vacutainers, tubes, needles, preservatives, 24 urine containers, cytology and histology containers with preservatives, slides, fixatives, plastic transport bags, centrifuges, and a directory for all services offered.

At no additional charge, all supplies necessary for the proper collection, processing, handling, and transport of specimens to be tested by Quest Diagnostics will be provided.

Supplies will be provided in line with our existing policies and procedures. Our Directory of Services includes a comprehensive Specimen Collection section outlining our policies. The Directory may be accessed online at www.nicholsinstitute.com and is also available in hard copy upon request.

- 1.2.18 Vendor shall provide microbiology culture results in accordance with the applicable standards for the specimen. Routine cultures with positive results shall have preliminary reports prepared within 24 hours, *followed by a report* within 48 hours, and a final report within 72 hours of collection of the specimen at the facility. Vendor shall telephone positive culture reports to the facility within one hour of receipt of results.

Preliminary microbiology culture result reports are available when ordered specifically and generally such reports can be provided within 24 hours after accessioning in our laboratory. Positive culture reports will be telephoned to the ordering facility in line with the Critical Values policy that has been provided as Attachment 4.

Turnaround time for all microbiology tests and all tests associated with this RFQ varies and has been provided with our price quote. Turnaround time is measured from time of accessioning in the performing laboratory to time of final result report and is based on test setup days and times.

- 1.2.19 Vendor shall provide general routine chemistries no later than 24 hours after collection of specimens at the facilities.

Turnaround Time

As stated above, turnaround time for all tests associated with this RFQ varies and has been provided with our price quote. Turnaround time is measured from time of accessioning in the performing laboratory to time of final result report and is based on test setup days and times.

Critical Values

Critical values will be called to the ordering facility consistent with our established Critical/Priority values policy (please see Attachment 4).

- 1.2.20 After collection of specimens, vendor shall provide turnaround time for Cytology results within five (5) days and Histology within four days (4) unless further study or staining is required.

Exceptions to prescribed turnaround times are as follows:

Cytology results turnaround time:

Suspicious, abnormal, unusual specimens or those submitted with insufficient information may require a longer turnaround time; however, in the case of such occurrences the facility must be notified.

Surgical pathology turnaround time:

Depending on the complexity of diagnosis and case load, surgical pathology results may require a longer turnaround time; however, in the case of such occurrences the facility must be notified. A preliminary diagnosis shall be made available by the vendor via telephone or computer printer, with a signed report to follow.

As stated above, turnaround time for all tests associated with this RFQ varies and has been provided with our price quote. Turnaround time is measured from time of accessioning in the performing laboratory to time of final result report and is based on test setup days and times.

- 1.2.21 Vendor shall not sub-contract more than 1% (one percent) of the types of tests to be processed. The Vendor will be the Subagent to the Bureau and will be wholly responsible for all reference lab activities.

Quest Diagnostics can perform 100% of the testing associated with this RFQ within our national network of laboratories.

- 1.2.22 A list of the type and estimated quantity of tests, profiles, screens and cultures required by the facilities are attached as Exhibit A. This exhibit represents the most commonly required and/or requested tests and will be used for evaluation purposes.

A price quote has been provided.

- 1.2.23 This will be an open end contract. Quantities listed are estimates only. Actual amounts and test types will vary depending on the needs of the facilities whether those needs are greater or less than the quantities listed.

Quest Diagnostics agrees to a contract term and type as specified on the RFQ sheets provided by the West Virginia Department of Administration Purchasing Division with this bid.

2. Method of Evaluation:

The contract will be awarded to a single vendor with the **lowest grand total** cost for providing the services listed in Exhibits A, B, & C and that meets all mandatory requirements. All bids should be inclusive.

Quest Diagnostics understands that the intent is to award to the vendor meeting all mandatory requirements with the lowest grand total cost for the services listed in Exhibits A, B, & C.

The prices provided are inclusive of the services described herein. If additional or enhanced services are required (ex. STAT pickups that fall outside of existing logistics), additional fees may apply. Such fees will be negotiated as your services requirements change.

3. Payment:

The vendor shall submit monthly invoices, in arrears, on a monthly basis, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation, and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

Charges will accumulate daily as testing is completed and invoices will be issued monthly to the appropriate facility. Payment terms will be net 30 days and the completion of "delivery" and "installation" is not applicable. The obligation to pay for services rendered prior to the termination of the agreement shall survive termination of the agreement.

In addition, it is our expectation that Quest Diagnostics is provided with all information that we believe is required to properly invoice and receive payment for laboratory testing services. It will be the responsibility of the ordering facility to ensure that all necessary information accompanies each specimen submitted for testing.

4. Insurance Requirements:

The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts or omissions on the part of the vendor, its agents and employees in the following amounts:

- 1) For Bodily Injury (including death): Minimum amount of \$1,000,000 per occurrence.
- 2) For property damage and professional liability: Minimum amount of \$1,000,000 per occurrence.

Quest Diagnostics is self-insured to the first \$5 million of each and every general and professional liability claim. Ample excess insurance is provided by Lexington Insurance Company.

A certificate of insurance has been provided as Exhibit 5 and Quest Diagnostics agrees to maintain insurance as specified in that document.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
Reference Laboratory Services
OPEN END CONTRACT - BHS12155
Bid Sheet

	BHS12155		Column A	Column B	Column C
	EXHIBIT A - Bid Sheet				
	Item Description (Test)	CPT Codes	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)
1	ADRENOCORTICOTROPIC HORMONE (ACTH)	82024	120	\$60.29	\$7,234.50
2	AEROBIC BACTERIAL CULTURE GEN.	87070	210	\$20.13	\$4,226.25
3	AEROBIC IDENTIFICATION	87077	30	\$21.53	\$645.75
4	a-FETOPROTEIN (AFP)	82105	65	\$24.68	\$1,603.88
5	ALANINE AMINOTRANSFERASE (ALT)	84460	160	\$0.88	\$140.80
6	ALBUMIN	82040	250	\$5.51	\$1,378.13
7	AMMONIA	82140	70	\$21.09	\$1,476.13
8	AMYLASE	82150	65	\$8.58	\$557.38
9	ANAEROBIC CULTURE	87075	145	\$23.10	\$3,349.50
10	ANTINUCLEAR ANTIBODIES (ANA)	86038	80	\$5.70	\$456.00
11	ANTISTREPTOLYSIN O ANTIBODIES (ASO)	86060	20	\$10.85	\$217.00
12	ASPARTATE AMINOTRANSFERASE (AST)	84450	100	\$0.88	\$88.00
13	BASIC METABOLIC PANEL	80048	435	\$1.21	\$524.44
14	BILIRUBIN DIRECT	82248	10	\$5.51	\$55.13
15	BILIRUBIN TOTAL	82247	10	\$0.88	\$8.80
16	B-TYPE NATIURETIC PEPTIDE (BNP)	83880	15	\$148.50	\$2,227.50
17	C4-BINDING PROTEIN	83520	150	\$105.00	\$15,750.00
18	CALCITROL (VITAMIN D 1, 25 DIHYDROXY)	82652	300	\$20.00	\$6,000.00
19	CALCIUM	82310	60	\$5.51	\$330.75
20	CALCIUM IONIZED	82230	10	\$17.50	\$175.00
21	CARBAMAZEPINE	80156	100	\$100.00	\$10,000.00
22	CD 4 HELPER T-LYMPH	86360	10	\$49.18	\$491.75
23	CHLAMYDIA by GENPROBE	87490	320	\$28.79	\$9,212.00
24	CHOLESTEROL	82465	10	\$5.69	\$56.88
25	CLOSTRIDIUM DIFFICILE TOXINS	87324	80	\$30.36	\$2,429.00
26	CLOZAPINE	80154	20	\$90.00	\$1,800.00
27	COMPLETE BLOOD COUNT (CBC) WITH DIF	85025	2850	\$1.25	\$3,562.50
28	C-PEPTIDE	84681	25	\$29.14	\$728.44
29	CREATINE	82565	250	\$12.16	\$3,040.63
30	CREATINE KINASE (CK) MB	82553	10	\$22.75	\$227.50
31	CREATINE KINASE (CK) TOTAL	82550	110	\$11.90	\$1,309.00
32	CULTURE, BLOOD	87040	350	\$20.74	\$7,258.13
33	CULTURE, STOOL	87427	25	\$20.13	\$503.13
34	CULTURE, URINE	87086	650	\$4.00	\$2,600.00
35	DIGOXIN	80162	120	\$17.94	\$2,152.50
36	DRUG SCREEN CONFIRMATION (INDIVIDUAL DRUGS)	80102	950	\$39.81	\$37,821.88
37	DRUG SCREEN URINE	80101 X 10	1350	\$37.00	\$49,950.00
38	ELECTROLYTES	80051	275	\$5.86	\$1,612.19
39	ETHANOL, ALCOHOL	82055	10	\$34.65	\$346.50
40	FECAL FAT	82710	10	\$49.53	\$495.25

41	FERRITIN	82728	65	\$7.00	\$455.00
42	FOLATE	2746	290	\$5.00	\$1,450.00
43	FOLATE RBC	82747	125	\$104.00	\$13,000.00
44	FOLLICULAR STIMULATING HORMONE (FSH)	83001	20	\$26.43	\$528.50
45	GLUCOSE	82947	170	\$7.61	\$1,294.13
46	GLUCOSE TOLERANCE TEST	82952	15	\$6.21	\$93.19
47	GLUTAMYLTRANSFERASE, GAMMA (GGT)	82977	1200	\$5.51	\$6,615.00
48	CYNECOLOGIC PAP SMEAR	88175	230	\$48.25	\$11,097.50
49	CYNECOLOGIC PAP SMEAR THIN PREP	88147	50	\$48.25	\$2,412.50
50	HALOPERIDOL	80173	15	\$33.95	\$509.25
51	HDL CHOLESTEROL	83718	30	\$10.06	\$301.88
52	HELICOBACTER PYLORI ANTIBODIES	86677	15	\$115.50	\$1,732.50
53	HEMATOCRIT	85014	25	\$3.68	\$91.88
54	HEMOGLOBIN	85018	25	\$3.68	\$91.88
55	HEMOGLOBIN (HB) A1C	83036	950	\$7.00	\$6,650.00
56	HEPATIC PANEL (LIVER)	80076	350	\$1.15	\$403.48
57	HEPATITIS A IGM	86709	250	\$6.00	\$1,500.00
58	HEPATITIS B CORE AB IgG	86704	710	\$8.00	\$5,680.00
59	HEPATITIS B CORE AB IgM	86705	250	\$6.00	\$1,500.00
60	HEPATITIS B S AB	86076	220	\$6.00	\$1,320.00
61	HEPATITIS B S AG	87340	1150	\$6.00	\$6,900.00
62	HEPATITIS C AB	86803	620	\$6.00	\$3,720.00
63	HEPATITIS C BY PCE	87521	10	\$221.00	\$2,210.00
64	HEPATITIS C GENOTYPE	87902	10	\$410.00	\$4,100.00
65	HEPATITIS PROFILE, ACUTE	80074	450	\$25.00	\$11,250.00
66	HERPES CULTURE	87255	10	\$14.00	\$140.00
67	HERPES SIMPLEX VIRUS (HSV)	87273	35	\$21.79	\$762.56
68	HUMAN CHORIONIC GONADOTROPIN	84703	100	\$14.53	\$1,452.50
69	HUMAN CHORIONIC GONADOTROPIN, URINE	81025	15	\$7.26	\$108.94
70	HUMAN IMMUNODEFICIENCY VIRUS (HIV)	86701	150	\$7.25	\$1,087.50
71	HUMAN IMMUNODEFICIENCY VIRUS RNA BY PCR	87536	30	\$295.00	\$8,850.00
72	INSULIN	83525	35	\$17.50	\$612.50
73	IRON	83540	1270	\$6.65	\$8,445.50
74	IRON BINDING CAPACITY (IBC)	83550	20	\$9.70	\$194.00
75	LACTIC ACID DEHYDROGENASE (LD)	83615	1200	\$17.59	\$21,105.00
76	LAMOTRIGINE (LOMICAL)	82491	10	\$40.16	\$401.63
77	LEAD	83655	70	\$22.75	\$1,592.50
78	LIPASE	83690	20	\$10.41	\$208.25
79	LIPID PANEL	80061	1800	\$1.75	\$3,150.00
80	LITHIUM	80178	600	\$10.06	\$6,037.50
81	LOW DENSITY LIPOPROTEIN (LDL) CHOLESTEROL	83721	35	\$18.38	\$643.13
82	LUTEINIZING HORMONE (LH)	83002	15	\$26.43	\$396.38
83	MAGNESIUM	83735	150	\$8.58	\$1,286.25
84	METABOLIC PANEL COMPREHENSIVE	80053	1900	\$1.50	\$2,842.40
85	MICROALBUMIN URINE	82043	20	\$23.36	\$467.25
86	MONONUCLEOUS	86309	30	\$7.26	\$217.88
87	MUMPS	86735	30	\$29.40	\$882.00
88	MYCOBACTERIUM (REFLEX @ ADD. COST)	87186	10	\$56.35	\$563.50
89	NEISSERIA GONORRHOEAE, GC by GENPROBE	87590	310	\$17.76	\$5,506.38
90	OVA & PARASITE	87177	20	\$44.63	\$892.50
91	PARATHYROID HORMONE, (PTH) INTACT	83970	115	\$53.64	\$6,168.31

92	PARTIAL THROMBOPLASTIN TIME (PTT)	85730	150	\$8.23	\$1,233.75
93	PHENOBARBITAL	80184	100	\$17.59	\$1,758.75
94	PHENYTOIN DILANTIN	80185	350	\$24.15	\$8,452.50
95	PHOSPHOROUS	84100	1300	\$5.51	\$7,166.25
96	POTASSIUM	84132	50	\$5.51	\$275.63
97	PREALBUMIN	84134	150	\$24.24	\$3,635.63
98	PRIMIDONE, MYSOLINE	80188	10	\$21.61	\$216.13
99	PROLACTIN	84146	50	\$9.00	\$450.00
100	PROSTATE SPECIFIC ANTIGEN (PSA)	84153	100	\$41.30	\$4,130.00
101	PROTEIN ELECTROPHORESIS	84155	15	\$11.29	\$169.31
102	PROTHROMBIN TIME (PT)	85610	850	\$8.31	\$7,065.63
103	RAPID PLASMA REAGIN (RPR)	86592	330	\$5.50	\$1,815.00
104	RENAL FUNCTION PANEL	80069	100	\$7.09	\$708.75
105	RETICULOCYTE	85044	20	\$4.00	\$80.00
106	RHEUMATOID FACTOR (RF)	86430	15	\$14.00	\$210.00
107	RUBELLA	86762	30	\$8.00	\$240.00
108	RUBEOLA	86765	30	\$33.25	\$997.50
109	SEDIMENTATION RATE (ESR)	85651	30	\$7.09	\$212.63
110	SODIUM	84295	25	\$5.51	\$137.81
111	TESTOSTERONE, TOTAL	84403	50	\$7.00	\$350.00
112	THEOPHYLLINE	80198	60	\$20.13	\$1,207.50
113	THYROID STIMULATING HORMONE (TSH)	84443	400	\$2.00	\$800.00
114	THYROXINE (T4)	84436	830	\$8.49	\$7,044.63
115	THYROXINE (T4), FREE	84439	1300	\$7.20	\$9,360.00
116	TRIGLYCERIDES	84478	15	\$5.51	\$82.69
117	TRIIODOTHYRONINE (T3)	84480	860	\$31.50	\$27,090.00
118	TRIIODOTHYRONINE (T3) FREE	84481	70	\$55.65	\$3,895.50
119	TROPONIN	84484	10	\$104.75	\$1,047.50
120	UREA NITROGEN (BUN)	84520	240	\$5.51	\$1,323.00
121	URIC ACID	84550	1250	\$0.88	\$1,100.00
122	URINALYSIS	81000	1250	\$2.89	\$3,609.38
123	VALPROIC ACID	80164	1000	\$21.96	\$21,962.50
124	VARICELLA ZOSTER VIRUS	86787	100	\$7.50	\$750.00
125	VITAMIN B12	82607	400	\$22.93	\$9,170.00
126	VITAMIN D 25-HYDROXY	82306	75	\$20.00	\$1,500.00
Total of Exhibit A - Bid Sheet					\$470,211.10

Chantilly	Chantilly	Chantilly	Vendor	Vendor	Annual	Proposed	Proposed	Proposed	Chantilly	Chantilly	Chantilly	Chantilly	
Test Code	NTC	NTCs	Procedure Name	Code	Test Description	Volume	Specials	Quest Fees	Quest Fees Ext	CPT Code(s)	Setup / Shift	Report Available	Place of Service
2533	211	211X	ACHT, PLASMA	82024	ADRENOCORTICOTROPIC HORMONE (ACTH)	120		\$40.29	\$7,234.55	82024	Mo-Fr M	2 Days	Nichols Institute - Chantilly, VA
4633			WOUND CULTURE	87070	AEROBIC BACTERIAL CULTURE GEN	210		\$20.13	\$4,203.32	87070-90	Mo-Su M A,N	4 Days	Nichols Institute - San Juan Capistrano
3381		34118X	BACTERIAL IDENTIFICATION NON URINE ISOLATE	87077	AEROBIC IDENTIFICATION	30		\$21.53	\$645.75	87077	Mo-Su M A,N	7 Days	Nichols Institute - Chantilly, VA
920	237	237X	ALPHA-FETOPROTEIN TUMORMARKER	82105	α-FETOPROTEIN (AFP)	85		\$24.68	\$1,603.88	82105	Mo-Fr M	Next Day	Nichols Institute - Chantilly, VA
319		8203X	ALANINE AMINOTRANSFERASE (ALT)	34460	ALANINE AMINOTRANSFERASE (ALT)	160		\$0.88	\$140.80	34460	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
5590		223X	ALBUMIN	32040	ALBUMIN	250		\$5.71	\$1,378.13	32040	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
55209		55209X	AMMONIA (P)	82146	AMMONIA	70		\$21.98	\$81.40	82146	Mo-Sa M,N Su M	Next Day	Nichols Institute - Chantilly, VA
272			AMYLASE, SERUM	82150	AMYLASE	85		\$4.56	\$357.36	82150	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
13126		4469X	ANAEROBIC CULTURE AND MIC	87075	ANAEROBIC CULTURE	145		\$23.10	\$3,349.50	87075	Mo-Su M A,E,N	9 Days	Nichols Institute - Chantilly, VA
18167			ANA. TITER AND PATTERN	86038	ANTINUCLEAR ANTIBODIES (ANA)	60		\$5.70	\$456.00	86038	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
31		265X	ANTISTREPTOLYSIN O ANTIBODY	86060	ANTISTREPTOLYSIN O ANTIBODIES (ASO)	20		\$10.85	\$217.00	86060	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
11039		622X	ASPARTATE AMINOTRANSFERASE (AST)	86050	ASPARTATE AMINOTRANSFERASE (AST)	100		\$9.86	\$98.60	86050	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
11206		10165X	BASIC METABOLIC PANEL/W/ GFR	80048	BASIC METABOLIC PANEL	435		\$1.21	\$324.44	80048	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
1688		705X	BILIRUBIN DIRECT	82248	BILIRUBIN DIRECT	10		\$5.91	\$59.13	82248	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
47		287X	BILIRUBIN, TOTAL	82247	BILIRUBIN TOTAL	10		\$0.88	\$8.80	82247	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
13121		37380X	B-TYPE NATRIURETIC PEPTIDE (BNP)	83880	B-TYPE NATRIURETIC PEPTIDE (BNP)	15		\$149.50	\$2,242.50	83880	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
16599		11039X	CA BINDING PROTEIN, SERUM	83200	CARDIAC PROTEIN	150		\$105.00	\$15,750.00	83200	TU A	4 Days	Nichols Institute - Chantilly, VA
16598	16558	16558X	VITAMIN D, 1,25-DIHYDROXYLCALSIUMS	82035	CALCITRIOL (VITAMIN D 1, 25 DIHYDROXY)	300		\$20.00	\$6,000.00	82035	Mo-Sa E	3 Days	Nichols Institute - Chantilly, VA
425	303	303X	CALCIUM, TOTAL	82310	CALCIUM	60		\$5.91	\$354.75	82310	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
87	306	306X	CALCIUM, IONIZED	82320	CALCIUM IONIZED	10		\$17.50	\$175.00	82320	Mo-Su E	Next Day	Nichols Institute - Chantilly, VA
19849	19849		CARBAHAZEPINE, TOTAL/SERUM/PLASMA LCMS/MS	80156	CARBAMAZEPINE	100		\$100.00	\$10,000.00	80156	Mo-Fr M	2 Days	Nichols Institute - Chantilly, VA
20861			C-TRACHOMATIS DNA PROBE, ENDOCKX OR MALE URETHRA	86260	C-4 HELPER T1, VIMPH	10		\$45.18	\$451.80	86260	Mo-Sa M A	Next Day	Nichols Institute - Chantilly, VA
2002		8502X	CHOLESTEROL, TOTAL	87400	CHOLAMIDIA BY GENPROBE	230		\$28.79	\$6,621.70	87400	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
80		334X	CHOLESTEROL, TOTAL	85405	CHOLESTEROL	10		\$6.69	\$66.90	85405	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
500		37212X	CLOSTRIDIUM DIFFICILE TOXINS A&B	87304	CLOSTRIDIUM DIFFICILE TOXINS	60		\$30.30	\$2,424.00	87304	Mo-Su A,N	Next Day	Nichols Institute - Chantilly, VA
15867		1788X	CLOZAPINE (CLOZARIL)	80154	CLOZAPINE	20		\$90.00	\$1,800.00	80154	Mo-Fr M	Next Day	Nichols Institute - Chantilly, VA
74		6309X	CBC WITH DIFFERENTIAL	85525	COMPLETE BLOOD COUNT (CBC) WITH DIFFERENTIAL	2650		\$1.25	\$3,362.50	85525	Mo-Sa M A,E,N	Next Day	Nichols Institute - Chantilly, VA
516	372	372X	C-PEPTIDE	84891	C-PEPTIDE	75		\$28.14	\$2,110.50	84891	Mo-Fr A	Next Day	Nichols Institute - Chantilly, VA
90		892X	CREATINE	82555	CREATINE	250		\$12.16	\$3,040.53	82555	Mo-Fr A	Next Day	Nichols Institute - Chantilly, VA
37789	377	377X	CREATINE KINASE (CK) ISOEN	82553	CREATINE KINASE (CK) MB	10		\$22.75	\$227.50	82553	Mo-Fr Su E	2 Days	Nichols Institute - Chantilly, VA
99	374	374X	CREATINE KINASE, TOTAL	82550	CREATINE KINASE (CK) TOTAL	110		\$11.90	\$1,309.00	82550	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
103		368X	BLOOD CULTURE	87040	CULTURE, BLOOD	350		\$20.74	\$7,284.13	87040	Mo-Su M A,E,N	7 Days	Nichols Institute - Chantilly, VA
604		10619X	CULTURE, FECELS	87427	CULTURE, STOOL	25		\$70.13	\$1,753.25	87427	Mo-Su M A,E,N	3 Days	Nichols Institute - Chantilly, VA
635		395X	CULTURE, URINE, ROUTINE	87080	CULTURE, URINE	850		\$4.00	\$3,400.00	87080	Mo-Su M A,E,N	3 Days	Nichols Institute - Chantilly, VA
64		418X	DIGOXIN	80162	DIGOXIN	120		\$17.84	\$2,140.80	80162	Mo-Th A Fr Sa E	Next Day	Nichols Institute - Chantilly, VA
13402			COCAINE, CONFIRM BY GC/MS, SERUM	80102	DRUG SCREEN CONFIRMATION (INDIVIDUAL DRUGS)	950		\$39.91	\$37,871.88	80102	Mo-Su M	3 Days	Nichols Institute - Chantilly, VA
18248		20423X	DRUG ABUSE PANEL 10	80101	DRUG SCREEN URINE	1300		\$37.00	\$48,950.00	80101-10	Mo-Sa M	3 Days	Nichols Institute - Chantilly, VA
440		24399X	ELECTROLYTE PANEL, SERUM	80261	ELECTROLYTES	275		\$5.99	\$1,617.19	80261	Mo-Fr Su M,N Sa M	Next Day	Nichols Institute - Chantilly, VA
18246		2132X	ETHANOL, ETHYL, DUAL	80255	ETHANOL, ALCOHOL	10		\$34.85	\$348.50	80255	Mo-Sa M	3 Days	Nichols Institute - Chantilly, VA
130	456	456X	FATTY ACIDS, FECAL TOTAL	80710	FECAL FAT	10		\$40.53	\$405.30	80710-90	Mo-Th M	5 Days	Nichols Institute - San Juan Capistrano
859	497	497X	FERRITIN	82728	FERRITIN	65		\$7.00	\$455.00	82728	Mo-Sa M,N Su N	Next Day	Nichols Institute - Chantilly, VA
245	486	486X	FOLIC ACID	2740	FOLATE	290		\$1.00	\$1,450.00	82746	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
14778		467X	FOLATE, RBC	82747	FOLATE RBC	125		\$154.00	\$19,250.00	82747	Mo-Fr M	Next Day	Nichols Institute - Chantilly, VA
4042	470	470X	FSH, SERUM	83001	FOLICULAR STIMULATING HORMONE (FSH)	20		\$56.43	\$1,128.60	83001	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
148		5722X	GLUCOSE	82047	GLUCOSE	170		\$7.51	\$1,294.13	82047	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
16842			GLUCOSE TOLERANCE, 2 SPECIMENS	82052	GLUCOSE TOLERANCE TEST	15		\$5.21	\$93.19	82052	Mo-Su M	Same Day	Nichols Institute - Chantilly, VA
567		482X	GAMMA GLUTAMYL TRANSFERASE (GGT)	82077	GAMMA GLUTAMYL TRANSFERASE, GAMMA (GGT)	1200		\$5.51	\$6,615.00	82077	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
5310		35465X	THIN PREP, PAP SMEAR	88175	GYNECOLOGIC PAP SMEAR	230		\$46.25	\$1,071.90	88175	Mo-Fr M	5 Days	Nichols Institute - Chantilly, VA
5310		35465X	THIN PREP, PAP SMEAR	88147	GYNECOLOGIC PAP SMEAR THIN PREP	50		\$46.25	\$2,312.50	88147	Mo-Fr M,N	5 Days	Nichols Institute - Chantilly, VA
670	564	564X	HALOPERIDOL	80173	HALOPERIDOL	15		\$33.88	\$508.20	80173-90	Tu Th Su N	4 Days	Nichols Institute - San Juan Capistrano
964		008X	HDL CHOLESTEROL	83716	HDL CHOLESTEROL	30		\$10.00	\$301.88	83716	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
5705		20328X	HELI COBACTER PYLORI AB/IG, A, M	86877	HELI COBACTER PYLORI ANTIBODIES	15		\$115.50	\$1,732.50	86877-3	Mo We Fr M	Next Day	Nichols Institute - Chantilly, VA
157		505X	HEMATOCRIT	85014	HEMATOCRIT	25		\$3.88	\$97.00	85014	Mo-Sa M A,E,N	Next Day	Nichols Institute - Chantilly, VA
158		510X	HEMATOGLOBIN	85016	HEMATOGLOBIN	25		\$3.88	\$97.00	85016	Mo-Sa M A,E,N	Next Day	Nichols Institute - Chantilly, VA
25	406	406X	GLYCOCHEMOGLICIN, HBA1C	83036	HEMOGLOBIN (Hb) A1C	950		\$7.00	\$6,650.00	83036	Mo-Fr M,N	Next Day	Nichols Institute - Chantilly, VA
11209		10250X	HEPATIC FUNCTION - 2000	86076	HEPATIC PANEL (LIVER)	350		\$1.15	\$403.48	86076	Mo-Fr Su M,N Sa M	Next Day	Nichols Institute - Chantilly, VA
1003	512	512X	HEPATITIS A IGM	86709	HEPATITIS A IGM	250		\$6.00	\$1,500.00	86709	Mo-Fr M A,E,N Sa M	Next Day	Nichols Institute - Chantilly, VA
813	601	601X	HEPATITIS B CORE AB TOTAL	86704	HEPATITIS B CORE AB IGM	710		\$8.00	\$5,680.00	86704	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
2156	4848	4848X	HEP B CORE AB, IGM	86706	HEPATITIS B CORE AB IGM	250		\$5.00	\$1,500.00	86706	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
718	494	494X	HEPATITIS B SURFACE ANTIBODY, QUALITATIVE	86078	HEPATITIS B S AB	220		\$6.00	\$1,320.00	86078	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
403	498	498X	HEPATITIS B SURFACE AGW/REFLEX TO CONFIRM	87040	HEPATITIS B S AG	1150		\$6.00	\$6,900.00	87040	Mo-Fr Su M,N Sa M	Next Day	Nichols Institute - Chantilly, VA
3571		8472X	HEPATITIS C VIRUS AB, EIA	86803	HEPATITIS C AB	920		\$6.00	\$5,520.00	86803	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
37273		37273X	HEPATITIS C RNA QUAL TMA	87521	HEPATITIS C BY PCR	10		\$221.00	\$2,210.00	87521	Mo-Fr M	3 Days	Nichols Institute - Chantilly, VA
7400	37811	37811X	HEPATITIS C GENOTYPING	87602	HEPATITIS C GENOTYPE	10		\$410.00	\$4,100.00	87602	Mo-Fr M	Next Day	Nichols Institute - Chantilly, VA
10306	10306		HEPATITIS PANEL, ACUTE W/REFLEX TO CONFIRMATION	80074	HEPATITIS PROFILE, ACUTE	450		\$25.00	\$1,125.00	80074	Mo-Fr M	Next Day	Nichols Institute - Chantilly, VA
2725		2646X	HERPES SIMPLEX VIRUS CULTURE, PROGRESSIVE	87255	HERPES CULTURE	10		\$14.00	\$140.00	87255	Mo-Su A	2 Days	Nichols Institute - Chantilly, VA
13697		3633X	HSV 1 IGG, TYPE-SPECIFIC (HERPESSELECT (IR))	87273	HERPES SIMPLEX VIRUS (HSV)	30		\$21.79	\$752.56	80095	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
8532		8433X	HUMAN CHORIONIC GONADOTROPIN (HCG), SERUM	84703	HUMAN CHORIONIC GONADOTROPIN	100		\$14.53	\$1,453.00	84703	Mo-Fr Su M,N Sa M	Next Day	Nichols Institute - Chantilly, VA
230	596		CHORIONIC GONADOTROPIN, URINE, QUALITATIVE	81628	HUMAN CHORIONIC GONADOTROPIN, URINE	19		\$7.25	\$138.94	84703	Mo-Su M A,E,N	Next Day	Nichols Institute - Chantilly, VA
12347	10728		HIV ANTIBODY CONFIRM, EIA, W/REFLEX	86701	HUMAN IMMUNODEFICIENCY VIRUS (HIV)	150		\$1.00	\$1,500.00	86701	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
40085	40085	40085X	VIRAL RNA QNT REAL TIME PCR	87536	HUMAN IMMUNODEFICIENCY VIRUS RNA BY PCR	30		\$266.00	\$8,580.00	87536	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
15679	561	561X	INSULIN, INSULIN	83526	INSULIN	35		\$17.50	\$612.50	83526	Mo-Fr E	Next Day	Nichols Institute - Chantilly, VA
174	571	571X	IRON, TOTAL	83540	IRON	1270		\$6.85	\$8,699.50	83540	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
175	7573	7573X	IRON AND IRON-BINDING CAPACITY	83550	IRON BINDING CAPACITY (IBC)	20		\$9.70	\$194.00	83550	Mo-Th Su M,N Fr M A,E,N Sa M	Next Day	Nichols Institute - Chantilly, VA
3843	585	585X	LACTIC ACID, PLASMA	83615	LACTIC ACID DEHYDROGENASE (LD)	1200		\$17.59	\$21,108.00	83615	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
9696	22060	22060X	LAMOTRIGINE	80461	LAMOTRIGINE (LAMIOTAL)	10		\$40.16	\$401.60	80461	Mo-Fr M	2 Days	Nichols Institute - Chantilly, VA
800182	589		LEAD, BLOOD	83655	LEAD	70		\$22.75	\$1,592.50	83655	Mo-Sa M	Next Day	Nichols Institute - Chantilly, VA
187	806		LIPASE, SERUM	83690	LIPASE	20		\$10.41	\$208.20	83690	Mo-Su M A,N	Next Day	Nichols Institute - Chantilly, VA
1040		7603X	LIPID PANEL	80061	LIPID PANEL	1800		\$1.75	\$3,150.00	80061	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
486	913	913X	LITHIUM	83778	LITHIUM	800		\$10.00	\$8,000.00	83778	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
5503		850X	LDL, DIRECT LDL	83729	LOW DENSITY LIPOPROTEIN (LDL) CHOLESTEROL	15		\$26.43	\$396.45	83729	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
4722	915	915X	LM, SERUM	83002	LUTEINIZING HORMONE (LH)	15		\$26.43	\$396.45	83002	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
195		022X	MAGNESIUM	83735	MAGNESIUM	150		\$5.58	\$837.50	83735	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute - Chantilly, VA
11207		10231X	COMP. METABOLIC PANEL/W/ GFR	80053	METABOLIC PANEL COMPREHENSIVE	1900		\$1.50	\$2,842.40	80053	Mo-Fr Su M A,E,N Sa M A,E	Next Day	Nichols Institute - Chantilly, VA
26677	17674		MICROALBUMIN, RANDOM URINE	80543	MICROALBUMIN URINE								

Chantilly Test Code	NTC	NTCx	Chantilly Procedure Name	Vendor Code	Vendor Test Description	Annual Volume	Proposed Specials	Proposed Quest Fees	Proposed Quest Fees Est	Chantilly CPT Code(s)	Chantilly Setup / Shift	Chantilly Report Available	Chantilly Place of Service
630		751X	PRIMIDONE (MYSOLINE) (R)	80188	PRIMIDONE, MYSOLINE	10		\$21.61	\$210.13	80188, 480, 188	Mo-Sa M	Next Day	Nichols Institute- Chantilly, VA
245	746	746X	PROLACTIN (PRL)	86146	PROLACTIN	50	*	\$9.00	\$450.00	84146	Mo-Su M A,E,N	Next Day	Nichols Institute- Chantilly, VA
1054		5363X	PROSTATE SPECIFIC ANTIGEN TOTAL	84153	PROSTATE SPECIFIC ANTIGEN (PSA)	100		\$41.50	\$4,150.00	84153	Mo-Fr M A,E,N Sa M Su N	Next Day	Nichols Institute- Chantilly, VA
4700	747	747X	PROTEIN ELECT. & TOTAL SERUM	84155	PROTEIN ELECTROPHORESIS	15		\$11.29	\$169.31	84155, 554, 185	Mo-Sa A	Next Day	Nichols Institute- Chantilly, VA
900134	8847	766X	PROTHROMBIN TIME W/INR (3A 241)	85610	PROTHROMBIN TIME (PT)	550		\$8.31	\$7,055.03	85610	Mo-Sa N	Next Day	Nichols Institute- Chantilly, VA
79959	769	10014X	RHEUMATOID W/FLX TITER	86092	RAPID PLASMA REAGIN (RPR)	320	*	\$5.50	\$1,615.00	86092	Mo-Su M,N	Next Day	Nichols Institute- Chantilly, VA
11209		769X	RENAL FUNCTION PANEL W/EGFR	86099	RENAL FUNCTION PANEL	190		\$7.09	\$706.75	86099	Mo-Fr, Su M A,E,N Sa M A,E	Next Day	Nichols Institute- Chantilly, VA
251		769X	RETICULOCYTE COUNT	85044	RETICULOCYTE	20	*	\$4.00	\$80.00	85044	Mo-Sa M A,E,N	Next Day	Nichols Institute- Chantilly, VA
15083		15693X	RHEUMATOID FACTOR (IGG)	86430	RHEUMATOID FACTOR (RF)	15		\$14.00	\$210.00	85520	Tu,Th M	Next Day	Nichols Institute- Chantilly, VA
2056	802	802X	RUBELLA IMMUNE STATUS	86762	RUBELLA	30	*	\$6.00	\$360.00	86762	Mo-Sa M	Next Day	Nichols Institute- Chantilly, VA
2173		864X	MEASLES (IGG AB (RUBICOLA)	86765	RUBICOLA	30		\$32.25	\$967.50	86765	Mo-Fr M	Next Day	Nichols Institute- Chantilly, VA
259	20691	20691X	SEDIMENTATION RATE, RBC	85551	SEDIMENTATION RATE (ESR)	30		\$7.09	\$212.63	85551	Mo-Sa M A,E,N	Next Day	Nichols Institute- Chantilly, VA
271		836X	SODIUM	84295	SODIUM	25		\$5.51	\$137.81	84295	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute- Chantilly, VA
15083	15083	15083X	TESTOSTERONE TOTAL LCMS/MS	84403	TESTOSTERONE, TOTAL	50	*	\$7.00	\$350.00	84403	Mo-Fr E	2 Days	Nichols Institute- Chantilly, VA
631		878X	THEOPHYLLINE	80196	THEOPHYLLINE	50		\$20.13	\$1,007.50	80196	Mo-Th A F, Sa E	Next Day	Nichols Institute- Chantilly, VA
8229	899	899X	TSH	84443	THYROID STIMULATING HORMONE (TSH)	400	*	\$2.00	\$800.00	84443	Mo-Fr M A,E,N Sa M,N Su N	Next Day	Nichols Institute- Chantilly, VA
634	867	867X	T4 (THYROXINE), TOTAL	84436	THYROXINE (T4)	830		\$6.49	\$7,044.63	84436	Mo-Fr, Su M,N Sa M	Next Day	Nichols Institute- Chantilly, VA
1850	866	866X	T4, FREE NON-DIALYSIS	84420	THYROXINE (T4), FREE	1300	*	\$7.20	\$9,360.00	84430	Mo-Sa M,N Su N	Next Day	Nichols Institute- Chantilly, VA
321	868	868X	TRIGLYCERIDES	84478	TRIGLYCERIDES	15		\$5.51	\$82.65	84478	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute- Chantilly, VA
734	850	850X	T3, TOTAL	84480	TRIiodOTHYRONINE (T3)	860		\$31.50	\$27,000.00	84480	Mo-Su M A,E,N	Next Day	Nichols Institute- Chantilly, VA
8331	34426	34426X	T3, FREE	84481	TRIiodOTHYRONINE (T3) FREE	70		\$35.63	\$3,095.10	84481	Mo-Sa M,N	Next Day	Nichols Institute- Chantilly, VA
7001		84483X	TROPONIN I	84494	TROPONIN	10		\$104.75	\$1,047.50	84494	Mo-Su M A,E,N	Next Day	Nichols Institute- Chantilly, VA
309		84520X	UREA NITROGEN (BUN)	84520	UREA NITROGEN (BUN)	240		\$5.51	\$1,323.00	84520	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute- Chantilly, VA
3312		84550X	URIC ACID	84550	URIC ACID	1250	*	\$8.88	\$1,100.00	84550	Mo-Fr M A,E,N Sa M Su M,N	Next Day	Nichols Institute- Chantilly, VA
903		81000X	URINALYSIS, DIP STICK ONLY	81000	URINALYSIS	1250		\$2.89	\$3,613.50	81003	Mo-Su A,N	Next Day	Nichols Institute- Chantilly, VA
712		816X	VALPROIC ACID	80164	VALPROIC ACID	1000		\$21.96	\$21,960.00	80164	Mo-Th A F, Sa E	Next Day	Nichols Institute- Chantilly, VA
2306	4439	4439X	VARICELLA-ZOSTER VIRUS IGG ANTIBODY	86787	VARICELLA ZOSTER VIRUS	100	*	\$7.50	\$750.00	86787	Mo-Fr M	Next Day	Nichols Institute- Chantilly, VA
264	827	827X	VITAMIN B12	82807	VITAMIN B12	400		\$22.83	\$9,132.00	82807	Mo-Sa M,N Su N	Next Day	Nichols Institute- Chantilly, VA
17306	17306	17306X	VITAMIN D 25-HYDROXY LCMS/MS	82306	VITAMIN D 25-HYDROXY	75	*	\$20.00	\$1,500.00	82306	Mo-Fr E	2 Days	Nichols Institute- Chantilly, VA
Annualized Totals						38,080			\$470,211.10				

Tests marked with "*" denotes a special priced test. All other discountable tests are discounted at 65% off of Quest Diagnostics Nichols Institute's IN Fee Schedule.

Certain high cost of performance assays and tests referred to other laboratories are non-discountable.

Tests in this bid are converted to the best of our ability; however, some prices may need to be adjusted upon receipt of additional test utilization, information, test components or other data.

In the event any reference laboratory, to which Quest Diagnostics Nichols Institute refers testing, increases its charges to Quest Diagnostics Nichols Institute at any time during the Initial Term or any Renewal Term of this Agreement, Quest Diagnostics Nichols Institute shall have the right to increase its charges to Client for any such tests in an amount that is commensurate with the increase by the reference laboratory.

The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.

Reflex testing, if performed, is an additional charge.

I agree with all pricing and terms listed above.

West Virginia Dept. of Health and Human Resources (Representative) - Print Name

West Virginia Dept. of Health and Human Resources (Representative) - Signature

Quest Diagnostics (Sales Representative) - Signature

Date

Date

LABORATORY SERVICES AGREEMENT
(Hospital)

THIS AGREEMENT, effective on the 7th day of May, 2012 ("Effective Date"), is by and between Quest Diagnostics Nichols Institute, Inc. ("Quest Diagnostics") and **West Virginia Department of Health and Human Resources** ("Hospital"). Hospital and Quest Diagnostics agree as follows:

1. SERVICES

1.1 Quest Diagnostics will provide laboratory testing services and related ancillary services of the type set forth on Attachment 1 ("Laboratory Services") to Hospital, including:

- the technical and professional component of anatomic and surgical pathology services
- clinical diagnostic laboratory testing, including analyses in the areas of clinical chemistry, hematology, serology, microbiology, cytogenetics, immunology, endocrinology, toxicology, histology, virology and cytology
- certain specimen collection supplies subject to their use solely by the Hospital for the collection of specimens to be tested by Quest Diagnostics
- courier services to pick up specimens from the Hospital
- reports back to the Hospital either via courier or in an electronic format

1.2 Hospital agrees that:

- Chain-of- custody testing is excluded from this Agreement
- All Laboratory Services will be ordered by persons who are authorized under state and/or federal law to order laboratory tests.
- It will utilize an appropriate container for each specimen and provide adequate quantity, and ensure that specimens are properly processed, and are properly packaged for transport.
- Quest Diagnostics is not required to provide or arrange for laboratory testing services that are not listed on Attachment 1.
- It shall not submit to Quest Diagnostics any Proficiency Testing ("PT") samples, which Hospital receives for testing. If any PT samples are sent to Quest Diagnostics by Hospital Quest Diagnostics will comply with the applicable Clinical Laboratory Improvement Amendments of 1988 as amended ("CLIA") codified at 42 C.F.R. section 493.801(b)(4) related to receipt of such PT samples and shall be entitled to recover all costs and expenses that it incurs related to handling such incidents.

2. COMPENSATION/BILLING

2.1 Quest Diagnostics shall bill Hospital and Hospital shall pay Quest Diagnostics for all Laboratory Services at the fees set forth on **Attachment 1** or, to the extent Hospital orders a Laboratory Service not listed on **Attachment 1**, Quest Diagnostics may, but shall not be required to, perform such testing and Quest Diagnostics may bill and Hospital shall pay Quest Diagnostics' list price until the parties mutually agree upon a negotiated fee for such testing.

2.2 The pricing provided in this Agreement is based upon Quest Diagnostics' understanding that the Hospital will send an anticipated volume of account billed testing so that Quest Diagnostics may factor economies of scale into its pricing. Hospital represents that it will on an annual basis utilize Quest Diagnostics for at least 80% of Hospital's total reference Laboratory Services which are directly billed to the Hospital. Hospital agrees that it will annually certify and provide written notice to Quest Diagnostics of satisfaction of this requirement, including by providing the calculation and supporting detail. Laboratory Services which are billed under Appendix A shall not be included in the amount of total laboratory services or the amount of services performed by Quest Diagnostics for purposes of determining compliance with this provision. In the event that Hospital is unable or unwilling to certify as to its satisfaction with this requirement, the rates set forth on Attachment 1 shall automatically increase by 2%.

2.3 Under certain circumstances, Hospital may request that Quest Diagnostics bill a third party payor for Laboratory Services. To the extent Hospital makes such a request from Quest Diagnostics the provisions of **Appendix A** shall apply without further action of the parties.

2.4 Except as may otherwise be provided in this Agreement, Hospital agrees to pay Quest Diagnostics by payment of check, certified money order or electronic wire transfer or other form of payment method approved by Quest Diagnostics, within thirty (30) days of the date of each Quest Diagnostics invoice for Laboratory Services, after which any undisputed unpaid invoice amounts shall be overdue. Quest Diagnostics is unable to accept payment by credit card, debit card or any other instrument requiring the payment of service fees or other charges to a third party. In the event that Quest Diagnostics sends the account for collection and/or initiates litigation in order to collect overdue amounts, Hospital shall be liable for all costs and expenses of such collection and/or litigation, including reasonable attorney's fees, court costs and expenses, and interest on amounts outstanding at the lower of the rate of 1.25% per month or the maximum amount permissible under law.

2.5 Unless this Agreement is terminated earlier pursuant to Section 3, all pricing contained in this Agreement shall be in effect for one (1) year from the Effective Date. Thereafter, the fees payable hereunder shall increase effective on each anniversary date of the Effective Date of this Agreement by an amount equal to three (3%) percent.

3. TERM AND TERMINATION

3.1 The Initial term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years ("Initial Term") unless earlier terminated in the manner set forth below. This Agreement shall be automatically renewed for one year periods after the Initial Term, unless earlier terminated as set forth below, or unless either party provides notice one hundred and twenty (120) days before the expiration of the Initial Term or each anniversary thereof.

3.2 This Agreement may be terminated by either party in the event of a material breach by the other party upon the giving of thirty (30) days written notice setting forth such breach. However, if such breach is cured or action to cure such breach is promptly initiated within such thirty (30) day period and diligently pursued to conclusion during this thirty (30) day period, then such notice will be deemed to be withdrawn.

3.3 Either party may, upon written notice to the other party, immediately terminate this Agreement upon the occurrence of any of the following events (i) The other party makes an assignment for the benefit of creditors; (ii) A petition in bankruptcy or any insolvency proceeding is filed by or against the other party and is not dismissed within thirty (30) days from the date of filing; or (iii) All or substantially all of the property of the other party is levied upon or sold in any judicial proceedings; or (iv) The other party is excluded from participating in any federally funded program; or (v) A loss of licensure by the other party that renders the other party unable to perform its obligations under this Agreement.

3.4 Upon termination of this Agreement, neither party shall have any further obligation with the exception of obligations accruing prior to the date of termination, such as payment for Laboratory Services rendered prior to the termination of this Agreement at the rates set forth in this Agreement, (ii) payment of Laboratory Services rendered after the termination of the Agreement shall be at Quest Diagnostics' billed charges, and (iii) obligations, promises or covenants contained in this Agreement that expressly survive the termination of this Agreement.

3.5 If any Authority creates, enforces, interprets and/or implements laws, rules, regulations, or otherwise takes a position (or threatens to do so), that Quest Diagnostics is required to extend the pricing under this Agreement to any third party including but not limited to Medicare, Medicaid or any other governmental program, Quest Diagnostics may (i) immediately terminate this Agreement, or (ii) notify Hospital of the occurrence of one of the foregoing events and increase the pricing under this Agreement to the pricing levels of any such governmental program, provided that if Hospital notifies Quest Diagnostics of an objection to such increase in prices within ten (10) days of Hospital's receipt of notice from Quest Diagnostics, this Agreement will terminate upon Quest Diagnostics receipt of Hospital's notice. For purposes of this section, "Authority" shall include, but is not limited to, any court, legislative or authority body, and/or any branch of state, federal or local government (e.g., the Office of

Inspector General, Department of Justice, Department of Health and Human Services, Centers for Medicare and Medicaid Services, and/or any state Medicaid agency Department of Health Care Services. Quest Diagnostics may likewise immediately terminate this Agreement if it, in its sole discretion, determines that any portion of this Agreement may or does violate any law, rule, regulation or governmental policy, or any interpretation of any law, rule, regulation or governmental policy.

4. **COMPLIANCE WITH LAW.**

Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws") as they may be amended from time to time. Applicable Laws include, but are not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and the data privacy and security requirements of Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (HIPAA). This paragraph will survive the termination or expiration of this Agreement to the extent that the Applicable Laws pertain to ongoing obligations of a party under this Agreement.

5. **CONFIDENTIALITY**

All terms of this Agreement (including without limitation the pricing provisions) and information or data relating to the business or operations of any party to this Agreement acquired by any other party hereto in connection with this Agreement shall be treated as strictly confidential by the receiving party, and shall not, unless otherwise required by Applicable Laws, be disclosed by the receiving party without the prior written permission of the party hereto to whom the information in question relates. This provision shall survive termination of this Agreement.

6. **RECORDS**

If any services to be provided hereunder are federally funded, or otherwise subject to the requirements of the Department of Health and Human Services (HHS), until the expiration of four (4) years after the furnishing of Laboratory Services pursuant to this Agreement, Quest Diagnostics shall, upon written request, make available to the Secretary of HHS, the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by Hospital under this Agreement. This provision will apply if the amount paid under this Agreement is \$10,000 or more over a twelve (12) month period. The availability of Quest Diagnostics' books, documents and records will at all times be subject to such criteria and procedures for seeking or obtaining access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. Quest Diagnostics' disclosure under this provision will not be construed as a waiver of any legal rights to which Quest Diagnostics or Hospital may be entitled under statute or regulation. If Quest Diagnostics performs any of its duties pursuant to this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more over a twelve (12) month period, then such subcontract shall include a provision that is substantially similar to the language set forth hereinabove.

7. **INSURANCE**

Quest Diagnostics and Hospital agree to maintain professional liability insurance in amounts adequate to cover their respective acts and omissions. The parties agree that such coverage shall be, at a minimum, \$1,000,000 per claim and \$3,000,000 aggregate and that the parties shall maintain such coverage (or "tail" coverage thereon) for a period of at least three (3) years after the termination of this Agreement. Each party agrees to furnish a current and valid Certificate of Insurance or other acceptable documentation evidencing its professional liability insurance coverage. Quest Diagnostics may provide the coverage required by this Agreement through alternative risk programs, such as self-insurance programs, so long as they are conducted in accordance with reasonable actuarial funding recommendations and remain fully funded in accordance with such actuarial recommendations throughout the term of this Agreement and any tail period. The provisions of this section shall survive termination of this Agreement.

8. MISCELLANEOUS

8.1 It is understood that Quest Diagnostics' services hereunder are to be rendered in the capacity of an independent contractor of Hospital. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

8.2 Any notice required to be given hereunder will be deemed to have been served properly, if mailed by certified or registered mail, postage prepaid (or Federal Express or equivalent courier), properly addressed and posted in a United States depository to the respective parties at the addresses set forth underneath the signature of party or any alternative address provided by the party.

8.3 Each party represents and warrants that it has not been convicted of a crime related to healthcare or is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including, without limitation, federally funded healthcare programs, such as Medicare and Medicaid). Each party shall notify the other party within 5 days after it receives notice that the notifying party is an Excluded Provider.

8.4 This Agreement constitutes the entire Agreement between Quest Diagnostics and Hospital with respect to the subject matter hereof and supersedes any prior understandings or agreements. Notwithstanding the foregoing, if the Hospital is a member of a GPO with which Quest Diagnostics is under contract and the Facility has complied with all requirements under that GPO agreement to access the rates set forth and that GPO approved, the terms of the GPO Agreement shall supersede any provisions of this Agreement. No modification of this Agreement will have any force or effect unless such modification specifically indicates it is a modification of this Agreement, is in writing and signed by authorized representatives of both parties.

8.5 If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall endeavor in good faith to negotiate legal, valid and enforceable substitute provisions that fulfill as closely as possible the original intents and purposes of the Agreement. The remaining portions of the Agreement not declared illegal, invalid, or unenforceable shall remain in full force and effect only if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by the Agreement are materially preserved for each party.

8.6 This Agreement shall not be assigned, delegated, or transferred by either party without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Quest Diagnostics may refer work to an affiliated testing facility or to subcontracted providers without prior written consent. In addition, Hospital acknowledges that certain testing may be performed and billed directly to Hospital by Quest Diagnostics affiliated testing laboratories. This Agreement is intended to inure only to the benefit of Quest Diagnostics and Hospital.

8.7 In no event shall either party or its respective officers, directors, employees, agents or affiliates be liable for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and shall survive termination of this Agreement.

8.8 No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under the Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of the party who had the duty to perform and that renders performance impossible or impracticable, including, but not limited to, acts of God, terrorist acts, fire, strike, inevitable accident, war, or any other event, like or unlike those listed above (collectively, "Force Majeure Event"), but only to the extent prevented by the Force Majeure Event. In the event that there is a shortage of supplies required for performing the Laboratory Services, suppliers increase costs of reagents or other supplies, or a license or other fee is required to be paid in connection with performing the services, Quest Diagnostics may increase the fees set forth in Attachment 1.

IN WITNESS WHEREOF, the parties hereto having authority to bind the respective party have set their hands the date and year first above written.

QUEST DIAGNOSTICS NICHOLS INSTITUTE, INC
CHANTILLY, VA

HOSPITAL: WEST VIRGINIA DEPARTMENT OF
HEALTH AND HUMAN RESOURCES
Charleston, WV

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice Addresses:

To Quest Diagnostics:

Quest Diagnostics Nichols Institute, Inc.
14225 Newbrook Drive
Chantilly, VA 20153
Attn: Nathan Sherman M.D., Managing Director

Copy to:

Quest Diagnostics Incorporated
3 Giralda Farms
Madison, NJ 07071
ATTN: General Counsel

To Hospital:

State of West Virginia
Health and Human Services 350 Capitol St.
Charleston, WV 25301
Attn: Roberta Wagner

APPENDIX A TO LABORATORY SERVICES AGREEMENT

A. For purposes of this Agreement, including this Appendix A, each of the following is a "third party payor":

Medicare, Medicaid and commercial payors. For each test order submitted by Hospital for Laboratory Services to be performed by Quest Diagnostics, Hospital shall be responsible for informing Quest Diagnostics as to the status of the patient as an inpatient, outpatient or non-patient ("inpatient, outpatient and non-patient" have the definition as set forth in the applicable Medicare regulations) on each requisition. Hospital agrees to have a sufficient process in place to identify Medicare patients who fall under Medicare's "72-Hour" rule, and to notify Quest Diagnostics of these patients so as to not cause Quest Diagnostics to bill the Medicare program for work referred to Quest Diagnostics by Hospital. Hospital agrees to hold Quest Diagnostics harmless in the event of any action related to any claims submitted by Quest Diagnostics to third party payor.

B. To the extent that Quest Diagnostics agrees to bill third party payors for Laboratory Services hereunder, Hospital shall be required to submit correct, complete and timely billing information. Hospital agrees to provide complete and accurate billing information to accompany the test order. Such information includes, without limitation, complete and accurate (1) patient demographic information, (2) insurance/Medicaid eligibility information, (3) diagnosis codes in the form of ICD-9 codes, and (4) any other required billing information. In the event that complete and accurate billing information is NOT timely provided, or if Quest Diagnostics is otherwise not permitted by law to bill the payor requested, the Hospital agrees that it shall be held directly responsible for payment.

C. If Hospital requests that Quest Diagnostics bill any third party payor for Laboratory Services hereunder and Quest Diagnostics agrees to perform such third party billing, Quest Diagnostics will only bill a third-party payor in the following situations:

For Clinical Laboratory Services:

Medicare-Non-patients Only

Medicaid-Outpatients and Non-patients (only where permitted or required by state law e.g. Direct Medicaid Bill states.)

Commercial Payer-Outpatients and Non-patients Only

For Anatomic Pathology Technical Component Services:

Medicare- Inpatients and Outpatients only if Hospital qualifies as a "covered hospital" (i.e. "grandfathered")* per the current CMS guidance, and Non-patients;

Medicaid -Inpatients, Outpatients and Non-patients - only where permitted or required by state law

Commercial Payer-Inpatients, Outpatients and Non-patients - (except set forth in D below)

For Anatomic Pathology Professional Component Services:

Medicare- Inpatients, Outpatients and Non-patients

Medicaid -Inpatients, Outpatients and Non-patients

Commercial Payer-Inpatients, Outpatients and Non-patients

*A Covered Hospital Attestation must be on file in the form attached hereto as **Attachment 2** if technical or global service will be billed to Medicare by Quest Diagnostics. If Hospital is not qualified under the "grandfathering" exception, it will be billed directly by Quest Diagnostics for the technical component of anatomic pathology.

In all other situations not noted in Appendix A, Quest Diagnostics must bill the Hospital directly for clinical laboratory and anatomic pathology services.

D. Hospital will not request that Quest Diagnostics bill directly any third-party payor for services that Hospital is responsible for billing or is otherwise paid as part of its arrangement with the third party payor, e.g., hospital capitated or bundled rate arrangements that include the technical component of anatomic pathology. If the Hospital submits a test order to Quest Diagnostics for the technical component only of an anatomic pathology service each such referral shall constitute a representation that Hospital does not receive any remuneration from such payor for the technical component.

E. Quest Diagnostics will not bill third party payors for testing it does not perform under the Agreement (for example tests that are referenced to another laboratory, including without limitation a Quest Diagnostics center of excellence not specifically included as a provider under the Agreement). Charges for such testing shall be direct client billed only.

F. In the event of any amendment or other change in any law, rule or regulation which would have the effect of preventing or prohibiting Quest Diagnostics from billing for technical component services rendered to or on behalf of Hospital Medicare patients, then such technical component services shall thereafter be billed by Quest Diagnostics to Hospital, and paid by Hospital to Quest Diagnostics, in accordance with the fee schedule set forth in Attachment 1, or in the absence of an applicable fee set forth in Attachment 1, at the rate of one hundred percent (100%) of the Medicare fee schedule rate in effect at the time the service is performed.

ATTACHMENT 1
TO LABORATORY SERVICES AGREEMENT BETWEEN
QUEST DIAGNOSTICS NICHOLS INSTITUTE, INC. AND West Virginia Department of Health and Human
Resources

PLEASE REFER TO EXCEL SPREADSHEET AS ATTACHMENT 1 – SIGNATURE REQUIRED

ATTACHMENT 2
TO LABORATORY SERVICES AGREEMENT
ATTESTATION STATEMENT

This Attestation Statement addresses the requirements of Program Transmittals AB-01-47 and B-01-50, Change Request 1781, regarding § 542 of the Benefits Improvement and Protection Act of 2000 and the Attestation Option for Submission Requirement for Clinical Laboratories Billing the Technical Component of Physician Pathology Services to Hospital Patients

This Attestation Statement is submitted to:

Quest Diagnostics Nichols Institute, 14225 Newbrook Drive, Chantilly, VA 20153

The undersigned hereby attests, on behalf of **West Virginia Department of Health and Human Resources**, that **West Virginia Department of Health and Human Resources** had an arrangement with an independent lab in effect as of July 22, 1999, under which the independent lab billed the Medicare carrier directly for the technical component of anatomic pathology services provided by it for hospital patients. The undersigned is authorized to sign this statement on behalf of [Hospital Name].

Hospital Organization (Please Print):

Legal Name of Hospital Organization

Street Address

City, State, Zip

Medicare Provider Number: _____

By:

[Signature of authorized hospital representative]

[Printed Name]

Attestation Date: _____

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
Reference Laboratory Services
OPEN END CONTRACT - BHS12155
Bid Sheet

0016

EXHIBIT B (Vendor's Attachment of Phlebotomy Services)

		Column A	Column B	Column C
	Facility	Estimated Annual Draws	Rates per Draw for Phlebotomy services (all inclusive)	Total (A x B)
1	Hopemont Hospital	5	\$6.00	\$30.00
2	Lakin Hospital	520	\$6.00	\$3,120.00
3	Pinecrest Hospital	390	\$6.00	\$2,340.00
4	John Manchin Sr. HCC	5	\$6.00	\$30.00
5	M.M. Bateman Hospital	5	\$6.00	\$30.00
6	W. R. Sharpe Jr. Hospital	5	\$6.00	\$30.00
7	Welch Community Hospital	5	\$6.00	\$30.00
	Total of Exhibit B - Bid Sheet			\$5,610.00
	Total of Exhibit A - Bid Sheet			\$470,211.10
	Total of Exhibit B - Bid Sheet			\$5,610.00
	Grand Total = Exhibit A + B			\$475,821.10

Vendor Name: Quest Diagnostics Nichols Institute

Vendor Address: 14225 Newbrook Drive

Chantilly, VA 20151


Remit to Address: 12436 Collections Center Drive

Chicago, IL 60693

Phone #: 724-433-7430 (John Pickering, Main Contact)

Fax #: 610-271-8814 (John Pickering, Main Contact)

E-mail: John.D.Pickering@QuestDiagnostics.com (John Pickering, Main Contact)

Signature:  05/02/12 (Dr. Nathan Sherman, Managing Director)
Date

****Award will be made to lowest bidder meeting specifications.****

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

N/A Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

N/A Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

N/A Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

N/A Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

N/A Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

N/A Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

N/A Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

N/A Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Quest Diagnostics Nichols Institute, Inc.

Signed: 

Date: 05/02/12

Title: Managing Director

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. BHS12155STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

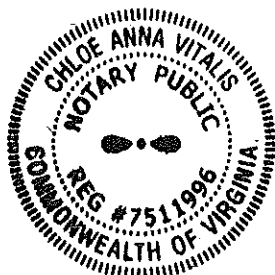
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Quest Diagnostics Nichols Institute, Inc.Authorized Signature: [Signature]Date: 4/27/2012State of VirginiaCounty of Fairfax, to-wit:Taken, subscribed, and sworn to before me this 27th day of April, 2012.My Commission expires October 31, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Position Paper

The Provision of Laboratory Services Does Not Make Quest Diagnostics a Business Associate of Other Covered Entities

Quest Diagnostics does not become a business associate (as that term is defined in the HIPAA Privacy Rule) of another covered health care provider, such as a hospital or physician, by providing laboratory services to that covered health care provider.

The final Privacy Rule, at § 164.506, makes it clear that any covered entity, including Quest Diagnostics, as well as referring physicians or hospitals, is permitted to make disclosures of protected health information to another health care provider for treatment purposes, to health plans for payment purposes, and to other covered entities for either party's health care operations purposes. This section reads as follows:

§ 164.506 (c) Implementation specifications: Treatment, payment, or health care operations.

- (1) A covered entity may use or disclose protected health information for its own treatment, payment, or health care operations.
- (2) A covered entity may disclose protected health information for treatment activities of a health care provider.
- (3) A covered entity may disclose protected health information to another covered entity or a health care provider for the payment activities of the entity that receives the information.
- (4) A covered entity may disclose protected health information to another covered entity for health care operations activities of the entity that receives the information, if each entity either has or had a relationship with the individual who is the subject of the protected health information being requested, the protected health information pertains to such relationship, and the disclosure is:
 - (i) For a purpose listed in paragraph (1) or (2) of the definition of health care operations; or
 - (ii) For the purpose of health care fraud and abuse detection or compliance.

A business associate relationship is required only when an entity is acting "on behalf of" a covered entity or is providing specified services (such as legal or accounting services) to a covered entity. The Department of Health and Human Services has made it clear that not every exchange of protected health information between a covered entity and another entity results in the establishment of a business associate relationship:

Quest Diagnostics has a HIPAA compliance program to ensure its adherence to the requirements of the HIPAA Privacy & Security Rules.

This Position Paper is not intended to serve as legal advice and should not be relied upon as such. Other covered entities should review the facts and the law with their own legal counsel and obtain separate legal advice.

Interface Build Project Plan **Quest Diagnostics Nichols Institute Chantilly**

Task Description	Resp.	Est. Time	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16	Wk 17	
Project Request/Definition - 3 weeks																				
Client provided with "Get Connected" questionnaire	Q	1 day																		
Client completes "Get Connected" questionnaire	C	2 weeks																		
Client requests/receives Reference Lab Interface quote from vendor	C	2 weeks																		
Sales Rep requests Chantilly LIS Account number(s)	Q	1 day																		
Sales Rep requests Care360 system for Client	Q	1 day																		
Sales Rep requests Consultant to assist in Interface Database Build	Q	1 day																		
Sales Rep schedules "Get Connected" call (Project Kickoff)	Q	1 day																		
Sales Rep provides test code utilization to IT	Q	1 day																		
"Get Connected" Call (Project Kickoff) • Define project roles and responsibilities • Establish weekly conference calls • Define interface testing process • Define interface parameters • Define bar code label and specimen manifest • Agree on test list to be interfaced • Establish interface timeline and target go-live date	Q/C/V	1 day																		
Implementation Analyst Assigned to Project	Q	1 day																		
Client provided with VPN connectivity questionnaire	Q	1 day																		
Client completes VPN connectivity questionnaire	C	1 week																		
Interface Configuration - 2 weeks																				
Load interface programs & hardware	C/V	1 week																		
Set up Client interface at Chantilly (in Test System)	Q	1 week																		
Client Care360 system implementation (web based)	Q/C	1 day																		
Client provides Interface Database Consultant with remote connectivity	C	1 week																		
Provide maps for building tests	Q	2 weeks																		
Establish communications	Q/C/V	2 weeks																		
Interface Validation - 3 weeks																				
Build 20 tests for functionality testing	Q/C	1 week																		
Functionality Testing: • Test complete loop – orders in & results out • Verify label – bar code & Chantilly acct # • Verify manifest – Client name & Chantilly acct # • Test basic order/result functionality • Test exceptions (add, cancel, corrected) • Test parameter settings (partial reports, multiple Pts, flagging, etc.) • Test reflex tests • Verify report formats	Q/C/V	3 weeks																		
Interface Database Build and Test - 4 weeks																				
Build/test/verify 10-20 tests/day (minimum 200 tests)	Q/C	4 weeks																		
Verify Report formats	Q/C	4 weeks																		
Implementation - 1 week																				
Confirm "Go-Live" Date	Q/C/V	1 day																		
Review operational issues	Q/C	1 day																		
Train users	C	1 week																		
Decide on final setup parameters (pending lists etc.)	Q/C	1 day																		
Move tests, setups & programs to "live" system	Q/C/V	1 week																		
Activate the interface for first 200 tests (Go Live)	Q/C/V	1 day																		
Post Implementation - 4 weeks																				
Monitor transactions	Q/C/V	4 weeks																		
Wrap-up conference/project review	Q/C/V	1 day																		
Transfer interface to maintenance support	Q/C/V	1 day																		
Ongoing																				
Continue to build/test/verify until all tests are built in interface	Q/C	Ongoing																		
															Build & test until database complete					

Legend:
 Q = Quest Diagnostics
 C = Client
 V = Vendor



Advancing Excellence

**Accredited
Laboratory**



The College of American Pathologists

certifies that the laboratory named below

***Quest Diagnostics Nichols Institute
dba Quest Diagnostics Nichols Institute
Chantilly, Virginia
Kenneth L. Sisco, MD, PhD***

LAP Number: 1361101
AU-ID: 1179154
CLIA Number: 49D0221801

*has met all applicable standards for accreditation and
is hereby fully accredited by the College of American Pathologists'
Laboratory Accreditation Program. Reinspection should occur prior
to April 22, 2013 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Frank R. Rudy

Chair, Commission on Laboratory Accreditation

Stephen H. Baum MD FCAP

President, College of American Pathologists

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
QUEST DIAGNOSTICS NICHOLS INSTITUTE
QUALITY ASSURANCE
14225 NEWBROOK DRIVE
CHANTILLY, VA 20151

CLIA ID NUMBER
49D0221801

EFFECTIVE DATE
02/08/2011

LABORATORY DIRECTOR
KENNETH L SISCO, MD, PHD

EXPIRATION DATE
02/08/2013

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

130 Cert2 011511

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
HISTOCOMPATIBILITY (010)	07/27/1995	ABO & RH GROUP (510)	07/27/1995
BACTERIOLOGY (110)	07/27/1995	ANTIBODY TRANSFUSION (520)	07/27/1995
MYCOBACTERIOLOGY (115)	07/27/1995	ANTIBODY NON-TRANSFUSION (530)	07/27/1995
MYCOLOGY (120)	07/27/1995	ANTIBODY IDENTIFICATION (540)	07/27/1995
PARASITOLOGY (130)	07/27/1995	HISTOPATHOLOGY (610)	07/27/1995
VIROLOGY (140)	07/27/1995	ORAL PATHOLOGY (620)	07/27/1995
SYPHILIS SEROLOGY (210)	07/27/1995	CYTOLOGY (630)	07/27/1995
GENERAL IMMUNOLOGY (220)	07/27/1995	CYTOGENETICS (900)	07/27/1995
ROUTINE CHEMISTRY (310)	07/27/1995		
URINALYSIS (320)	07/27/1995		
ENDOCRINOLOGY (330)	07/27/1995		
TOXICOLOGY (340)	07/27/1995		
HEMATOLOGY (400)	07/27/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.HHS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



Policy for Priority Result Reporting

Purpose/Introduction

The Quest Diagnostics Priority Result Reporting Policy describes the reporting of test results, as designated by the Chief Laboratory Officer and Best Practice Team Medical Advisors, which may require attention by the healthcare provider prior to regular delivery of results. The priority result reporting described in this policy is in addition to the regular reporting procedure for all test results (such as printed reports delivered by mail).

The provider who requested the test is responsible for providing 24-hour reliable contact information for the purpose of priority reporting. The person notified should be the ordering provider or her/his authorized representative as permitted or required by state and federal law, and has the responsibility of interpreting the result in the context of the patient's clinical condition and to take immediate action, if needed. If the person notified is not qualified to make these decisions, he/she has the responsibility to communicate the information to a qualified person immediately.

Priority Level Definitions

Priority-1 test results include, but are not limited to, results considered "critical" according to the Clinical Laboratory Amendments of 1988 (CLIA; CFR 493.1109f) and the College of American Pathologists (CAP) Laboratory Accreditation Program and so designated by the Chief Laboratory Officer or designee.

Because test results cannot be fully interpreted without knowledge of the patient's current clinical condition and treatment, we will use reasonable efforts to promptly communicate Priority-1 results at any hour of the day, 7 days/week so that the healthcare provider can determine the clinical implications and possible need for immediate attention.

Priority-2 test results are those that may require attention prior to the receipt of routine laboratory reports. We will use reasonable efforts to promptly communicate these results the same day (up to 7pm) or the next morning (after 7am), 7 days/week. Tests marked Priority 2WD are called between 7 am and 7 pm weekdays. For facilities that are known to us as a nursing home or hospital, we will use reasonable efforts to promptly communicate these results at any hour of the day, 7 days/week.

Priority-3 reporting applies only to customers whose sole means of obtaining Quest Diagnostics laboratory results is the printed report (i.e., receiving only mailed or courier-delivered reports) and to clients who have requested Priority-3 reporting in writing during the previous 12 months. These are test results that may require attention before receipt of the printed report and will be called during weekday working hours.

The attached Priority Value Table will not be modified (changed, deleted from, or added to) without the signed written request of the client.

Quest Diagnostics National Priority Value Tables by Testing Department

Chemistry / Special Chemistry	Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
Analyte	Age	Low	High	Age	Low	High	Age	Low	High
Ammonia [umol/L]							≤ 18 y		> 200
Amylase [U/L]				All		≥ 300			
Glomerular Basement Membrane Antibody IgG [U/mL]							All		> 8
Bilirubin, total [mg/dL]	≤ 2 y		12.1 – 14.9				≤ 2 y		≥ 15.0
Bilirubin, total [mg/dL]	> 2 y		> 20.0						
BUN[mg/dL]				All		≥ 100			
Calcium, Total [mg/dL]							All	≤ 6.0	≥ 13.0
Calcium, Ionized [mg/dL]							All	≤ 3.2	> 6.9
CK – MB				All		> positive cutoff value (varies with assay)			
CK [U/L]				≤ 18 y		≥ 1000			
CK [U/L]				> 18 y		≥ 6000			
Complement levels	< 2 y	None detected							
Creatinine [mg/dL]				All		≥ 8.00			
Galactose, urine [mg/dL]				≤ 2 y		> 70			
Galactose – 1 – Phosphate [mg/dL packed RBC]				≤ 2 y		> 5.0			
Glucose, serum [mg/dL] *Glucose results are flagged P1 – P3 regardless of ordered test (OGTT, random glucose, serum or plasma, etc.). When these results are called to the client, the report title of the test result should be made known to the client.	All		400 – 499	All	30 – 35	500-599	All	< 30	≥ 600
Glucose, CSF, [mg/dL]							All	<30	
Iron (serum) [mcg/dL]	≤ 12 y		≥ 500						
Lipase [U/L]				All		≥ 180			
Magnesium serum or plasma [mg/dL]							All	≤ 0.7	≥ 6.1
Phosphate (as phosphorous) serum or plasma [mg/dL]							All	≤ 1.0	

Quest Diagnostics National Priority Value Tables by Testing Department

Chemistry / Special Chemistry	Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
Analyte	Age	Low	High	Age	Low	High	Age	Low	High
Potassium serum or plasma [mmol/L]							All	≤ 2.7	≥ 6.5
Sodium serum or plasma [mmol/L]							All	≤ 120	≥ 160
Troponin (I or T)							All		Positive > cutoff value
TSH [mIU/L]				≤ 1 y		≥ 50.00			
Uric Acid, [mg/dL]				All		>12.0			
Viscosity (serum) [relative to water]							All		≥ 3.0

Quest Diagnostics National Priority Value Tables by Testing Department

Hematology / Coagulation / Urinalysis	Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
Analyte	Age	Low	High	Age	Low	High	Age	Low	High
Blasts, absolute number [uL]				All		Blasts >0 (new patient only)	All		≥ 50,000 on any patient
Cerebrospinal fluid (CSF)							All		Any abnormal per local Med. Director
Coagulation Factors VIII & IX, Activity [%]				All	< 5				
Coagulation Factor XIII, Activity [%]				All	< 20				
Coagulation Factor VIII, IX and XI Inhibitor [Bethesda Unit]				All		> 2			
Cryoglobulin [%]				All		> 3			
Fibrinogen Clotting Activity, Clauss Method [mg/dL]				All	< 50				
Heparin, unfractionated [IU/mL]				All		> 1.10			
Heparin, low molecular weight [IU/mL]				All		> 2.0			
Heparin – Induced Platelet Antibody				All		Positive			
Serotonin Release Assay [%]				All		≥ 20			
Von Willebrand Factor Protease Cleaving Activity [%]				All	≤ 30				
Glucose (Urinalysis)	≤ 16 y		3+ or higher						
Hemoglobin [g/dL]				≥ 12 y	7.0 – 8.9		≤ 12 y	< 7.0	≥ 22.5
Hemoglobin [g/dL]				> 12 y	6.1 – 7.0		> 12 y	≤ 6.0	≥ 22.5
Malaria parasites or other organisms (Babesia, Ehrlichia, Trypanosomes etc.) [also appears in Microbiology section]				All		Positive for blood parasites or <i>Plasmodium</i> species other than <i>P. falciparum</i>	All		Positive for verified <i>P. falciparum</i> or unidentified " <i>Plasmodium</i> species"
WBC, absolute number [uL]				All	< 1,000				
Neutrophils, absolute number [uL]				All		> 30,000	All	< 400	
Band neutrophils [uL]	All		> 10,000						
Partial Thromboplastin Time,(aPTT) [sec.]	All		60 – 89				All		≥ 90
Platelet Count [uL]	All	20,000 – 50,000	1,000,000 – 1,999,999				All	< 20,000	≥ 2,000,000
Prothrombin Time-International Normalized Ratio (PT-INR)	All		4.0 – 4.9	All		5.0 – 7.9	All		≥ 8.0
Reducing Substance (Urinalysis,Clinitest)	≤ 2 y		Positive						

Quest Diagnostics National Priority Value Tables by Testing Department

Microbiology / Serology	Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
	Age	Low	High	Age	Low	High	Age	Low	High
<i>Bacillus anthracis</i> , culture, nucleic acid, or antigen test							All		Positive
Bacterial meningitis antigens, CSF							All		Positive
<i>Bordetella pertussis</i> , culture, nucleic acid, or antigen				All		Positive			
<i>Bordetella parapertussis</i> , culture, nucleic acid, or antigen				All		Positive			
<i>Brucella</i> sp., culture, nucleic acid or antigen test							All		Positive
<i>Chlamydia trachomatis</i> , culture, nucleic acid or antigen test				< 13 y		Positive			
<i>Clostridium difficile</i> toxin A, B, A+B or toxigenic culture, stool (Note: non-toxigenic strains should not be called)				All		Positive			
<i>Corynebacterium diphtheriae</i> , nasopharynx culture				All		Positive			
<i>Cryptococcus</i> antigen, serum or CSF							All		Detected
Culture: blood, CSF, any tissue or sterile body fluid (excluding urine)				All		FINAL: positive any organism	All		PRELIM: positive any organism
<i>Enterobacteriaceae</i> isolates, Carbapenemase producing (Hodge test positive)				All		Positive for Carbapenemase			
<i>E coli</i> O157, culture, stool				All		Positive			
<i>Francisella tularensis</i> , culture, nucleic acid, or antigen test							All		Positive
Gram or other stain of direct specimen or antigen detection (blood, CSF, sterile body fluid)							All		Positive for any micro-organism
Nucleic acid detection (blood, CSF, sterile body fluid), qualitative FIRST DETECTION ONLY				All		Positive for HBV, HCV, HIV	All		Positive for any micro-organism except HBV, HCV, HIV
Gram or other stain of direct specimen or antigen or nucleic acid detection (tissue)				All except for skin or wound		Positive or detected			
<i>Histoplasma</i> , <i>Blastomyces</i> , <i>Coccidioides</i> , <i>Paracoccidioides</i> , or <i>Cryptococcus neoformans</i> isolated and/or detected by microscopy, nucleic acid or antigen tests				All		Positive			

Quest Diagnostics National Priority Value Tables by Testing Department

Microbiology / Serology	Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
	Age	Low	High	Age	Low	High	Age	Low	High
Influenza A and/or B (includes positive H1N1 test results), culture, nucleic acid, or antigen test	All		Positive						
<i>Legionella</i> sp., culture, nucleic acid, or antigen test				All		Positive			
Malaria parasites or other organisms (<i>Babesia</i> , <i>Ehrlichia</i> , <i>Trypanosomes</i> etc.) [also appears in Hematology section]				All		Positive for blood parasites or <i>Plasmodium</i> species other than <i>P. falciparum</i>	All		Positive for verified <i>P. falciparum</i> or unidentified “ <i>Plasmodium</i> species”
MRSA culture: Patients in institutional settings ONLY	All		Positive						
MRSA, PCR or other nucleic acid test				All		Detected			
Mucormycosis/Zygomycosis involving sino nasal area				All		Positive			
<i>Mycobacteria</i> all sp., stain or direct specimen nucleic acid test for <i>M. tuberculosis</i> , initial detection							All		Positive
<i>Mycobacteria</i> all sp., culture, initial detection and final identification.				All		Positive			
<i>Mycobacteria tuberculosis</i> , susceptibilities, resistant to 2 or more drugs				All		Resistant ≥ 2			
<i>Neisseria gonorrhoeae</i> , culture or nucleic acid test				< 13y		Positive			
<i>Nocardia</i> species				All		Positive			
<i>Pneumocystis jiroveci</i> (<i>carinii</i>), stain or antigen test				All		Positive			
Respiratory syncytial virus (RSV), culture, nucleic acid or antigen test	> 3 y		Positive	≤ 3 y		Positive			
Rotavirus, antigen test				All		Positive			
Shiga Toxin, EIA				All		Detected			
Stool Culture, <i>Shigella</i> sp., <i>Listeria</i> sp., <i>Salmonella</i> sp., <i>Campylobacter</i> sp., <i>Vibrio</i> sp., and/or <i>Yersinia enterocolitica</i>				All		Positive			
<i>Streptococcus</i> , Group A, wound culture				All		Positive			
<i>Streptococcus</i> , Group B, culture or nucleic acid test				< 1 y		Positive			
<i>Ureaplasma urealyticum</i> , culture, respiratory				< 1 y		Positive			

Quest Diagnostics National Priority Value Tables by Testing Department

Microbiology / Serology	Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
	Age	Low	High	Age	Low	High	Age	Low	High
Vancomycin Intermediate or Resistant <i>Staphylococcus aureus</i> (VISA or VRSA)				All		Vancomycin I or R			
VRE culture	All		Positive						
VRE PCR or nucleic acid test				All		Detected			
<i>Yersinia pestis</i> , culture, nucleic acid, or antigen test							All		Positive

Quest Diagnostics National Priority Value Tables by Testing Department

TDM / Toxicology				Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
Analyte	Age	Low	High	Age	Low	High	Age	Low	High	Age	Low	High
Acetaminophen [mg/L]							All		≥ 50			
Acetone [mg/dL]							All		≥ 50			
Amikacin, random [mg/L]	All		> 30.0									
Amikacin, peak [mg/L]	All		> 30.0									
Amikacin, trough [mg/L]	All		> 8.0									
Amitriptyline + Nortriptyline total [mcg/L]	All		300 – 599	All		600 – 999	All		≥ 1000			
Amobarbital [mg/L]	All		12.1 – 19.9				All		≥ 20.0			
Arsenic, Blood [mcg/L]				All		> 60						
Butalbital [mg/L]							All		> 10.0			
Cadmium, Blood [mcg/L]				All		10.0 – 29.9	All		≥ 30.0			
Cadmium, 24hr Urine [mcg/L]							All		> 10.0			
Caffeine [mg/L]	≥ 1 y		30.1 – 49.9	< 1 y		40.0 – 49.9	All		≥ 50.0			
Carbamazepine, total [mg/L]	All		12.1 – 19.9				All		≥ 20.0			
Carboxyhemoglobin [% of total Hgb]	All		15 – 19				All		≥ 20			
Chloramphenicol, random [mg/L]	All		> 25.0									
Chloramphenicol, peak [mg/L]	All		> 25.0									
Chloramphenicol, trough [mg/L]	All		> 20.0									
Chlordiazepoxide and Metabolite and (Desmethylchlordiazepoxide), total [mg/L]	All		> 5.0									
Chlorpromazine [ng/mL]	≥ 18 y		300 – 749				All		≥ 750			
Chlorpromazine [ng/mL]	< 18 y		80 – 749				All		≥ 750			
Clomipramine and Metabolite, total [ng/mL]							All		≥ 600			
Clorazepate as Nordiazepam [mg/L]	All		> 2.0									
Cobalt, Blood [mcg/L]							All		≥ 400			
Cobalt, Urine [mcg/L]				All		≥ 250						
Cyanide [mg/L]				All		0.5 – 0.9	All		≥ 1.0			
Cyclosporine, as Trough [mcg/L]				All		400 – 599	All		≥ 600			
Desethylamidarone [mcg/mL]							All		> 2.5			
Desipramine [mcg/L]	All		301 – 599				All		≥ 600			
Diazepam and Nordiazepam, total [mg/L]	All		2.1 – 2.9				All		≥ 3.0			
Digitoxin [mcg/L]	All		36 – 44				All		≥ 45			
Digoxin [mcg/L]	All		2.1 – 2.9				All		≥ 3.0			
Disopyramide [mg/L]	All		5.1 – 6.9				All		≥ 7.0			

Quest Diagnostics National Priority Value Tables by Testing Department

TDM / Toxicology				Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
Analyte	Age	Low	High	Age	Low	High	Age	Low	High	Age	Low	High
Doxepin + Nordoxepin, total [mcg/L]	All		300 – 599				All			All		≥ 600
Ethanol [mg/dL]							All			All		≥ 250
Ethosuximide [mg/L]	All		101 – 149				All			All		≥ 150
Ethylene glycol [mg/L]							All			All		≥ 100
Flecainide [mg/L]							All			All		≥ 1.0
Fluoxetine [mcg/L]	All		> 469									
Fluphenazine [mcg/L]	All		18 – 49				All			All		≥ 50
Norfluoxetine [mcg/L]	All		> 446									
Gentamicin, random [mg/L]	All		> 10.0									
Gentamicin, peak [mg/L]	All		> 10.0									
Gentamicin, trough [mg/L]	All		> 2.0									
Haloperidol, Serum [ng/mL]				All		> 20						
Ibuprofen [mg/L]	All		75 – 99				All			All		≥ 100
Imipramine or Desipramine, total [mcg/L]	All		301 – 599				All			All		≥ 600
Isopropanol [mg/dL]							All			All		≥ 50
Lead, blood [mcg/dL]	≥ 6 y		> 40	< 6 y		20 – 44	< 6 y			< 6 y		≥ 45
Lead, 24hr Urine [mcg/L]				All		≥ 120						
Levetiracetam, peak [mg/L]				All		> 70						
Levetiracetam, trough [mg/L]				All		> 37						
Lidocaine [mg/L]	All		5.1 – 5.9				All			All		≥ 6.0
Lithium [mEq/L]	All		1.6 – 1.9				All			All		≥ 2.0
Mephobarbital [mg/L]	All		40.1 – 59.9				All			All		≥ 60.0
Mercury, Blood [mcg/L]	All		> 13									
Mercury, Urine, 24 hr [mcg/L]	All		36 – 149				All			All		≥ 150
Mercury, Urine, Random [mcg/g creatinine]	All		36 – 149				All			All		≥ 150
Mesoridazine [mg/L]	All		> 1.4									
Methanol [mg/dL]							All			All		≥ 5
Methemoglobin [% of total Hgb]	All		12.0 – 69.9				All			All		≥ 70.0
Methotrexate at 24 h [μmol/L]							All			All		≥ 5.00
Methsuximide, as Normethsuximide [mg/L]							All			All		> 40.0
Mexiletine [mg/L]				All		2.0 – 4.9	All			All		≥ 5.0
Mycophenolic Acid [mcg/mL]				All	0.5 - 1.0	> 3.5	All	< 0.5				
Mycophenolic Acid Glucuronide [mcg/mL]				All	< 35.0							

Quest Diagnostics National Priority Value Tables by Testing Department

TDM / Toxicology	Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
	Age	Low	High	Age	Low	High	Age	Low	High
Nortriptyline [mcg/L]	All		250 – 499				All		≥ 500
Phenobarbital [mg/L]	All		40.1 – 59.9				All		≥ 60.0
Phenytoin [mg/L]	All		35.1 – 39.9				All		≥ 40.0
Phenytoin, free [mg/L]							All		> 3.0
Primidone [mg/L]	All		12.1 – 15.0				All		> 15.0
Procainamide [mg/L]	All		12.0 – 13.9				All		≥ 14.0
Procainamide + NAPA total [mg/L]							All		> 30.0
Protriptyline [mcg/L]	All		261 – 499				All		> 500
Propafenone [mg/L]							All		> 2.0
Quinidine [mg/L]	All		5.1 – 9.9				All		≥ 10.0
Salicylates [mg/L]							All		≥ 400
Sirolimus (Rapamycin) [mcg/L] Immunoassay				All		≥ 35.0	All	<3.0	
Tacrolimus (FK 506) [mcg/L]				All	3.0 – 4.9	> 20.0	All	< 3.0	
Theophylline [mg/L]							< 6 m		> 10.0
Theophylline [mg/L]	≥ 6 m		20.1 – 39.9				≥ 6 m		≥ 40.0
Thioridazine [mg/L]	All		> 2.6						
Tobramycin, random [mg/L]	All		> 10.0						
Tobramycin, peak [mg/L]	All		> 10.0						
Tobramycin, trough [mg/L]	All		> 2.0						
Thallium, Blood [mcg/L]	All		6 – 79				All		≥ 80
Thallium, Urine, 24 hr [mcg/L]	All		6 – 199				All		≥ 200
Trazodone [mcg/L]	All		> 2,100						
Valproic Acid [mg/L]	All		100.1 – 149.9				All		≥ 150.0
Vancomycin, random [mg/L]	All		40.1 – 79.9				All		≥ 80.0
Vancomycin, peak [mg/L]	All		40.1 – 79.9				All		≥ 80.0
Vancomycin, trough [mg/L]	All		> 20.0				All		≥ 80.0
Zonisamide [mg/L]	All		> 40						

Quest Diagnostics National Priority Value Tables by Testing Department

Genetic Testing				Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2WD (called 7am – 7pm weekdays ONLY)			Priority 1 (called 24 hrs 7 days)		
Analyte	Age	Low	High	Age	Low	High	Age	Low	High	Age	Low	High
Ashkenazi Jewish Panel (8 test or 11 test)				<p style="text-align: center;">Heterozygous for mutation or not interpretable</p> <p>Note: Homozygous disease states are directly called by the performing laboratory</p>								
Bloom Syndrome DNA Mutation Analysis												
Canavan Disease Mutation Analysis												
Cystic Fibrosis Screen												
Familial Dysautonomia Mutation Analysis												
Fanconi's Anemia DNA Mutation Analysis												
Gaucher Disease, DNA Mutation Analysis												
Glycogen Storage Disease Type Ia Mutation Analysis												
Maple Syrup Disease (MSUD) Mutation Analysis (Ashkenazi Jewish)												
Mucopolidosis Type IV Mutation Analysis												
Niemann-Pick Disease Mutation Analysis												
Tay-Sachs Disease Mutation Analysis												
Amniotic fluid open neural tube defect screen				MOM value \geq 2.0 MOM								
XSense®, Fragile X with Reflex				Gray zone, pre-mutation or affected result								
Maternal Serum Biochemical Screening				MSS Interpretation- Screen positive for ONTD, Down syndrome and/or trisomy 18 or High risk for Down syndrome and/or trisomy 18								

Quest Diagnostics National Priority Value Tables by Testing Department

Pathology / Hematopathology				Priority 3 (called 7am – 7pm M – F) (For clients without electronic reporting)			Priority 2 (called 7am – 7pm 7 days)			Priority 1 (called 24 hrs 7 days)		
Analyte				Age	Low	High	Age	Low	High	Age	Low	High
Gyn Cytology (Pap)							• HSV, if pregnancy indicated in LIS • Adenocarcinoma in situ • Suspicious for malignancy • Positive for malignancy**					
Non – Gyn Cytology							• Suspicious for malignancy • Positive for malignancy**					
Hematopathology (including Flow Cytometry, FISH, and Molecular)							• Positive for acute leukemia (initial or recurrence)			• First time diagnosis of acute promyelocytic leukemia		
Tissue Biopsy							• POC without identifiable placental villi or fetal parts • Suspicious for malignancy** • Positive for malignancy** • Significant unexpected surgical pathology findings as determined by pathologist			• Frozen section results • Presence of adipose tissue in an endometrial biopsy		
							** Excluding squamous/basal cell skin carcinomas and/or re-excision of known recently diagnosed malignancy but includes cases in which biopsy is a follow-up to cytologic report. It is not intended that pre-malignant conditions such as CIN3, high grade PIN, complex endometrial hyperplasia, etc. be considered "Suspicious for Malignancy" unless the pathologist has made an additional comment to that effect. The BU Medical Director may add additional case findings to the list (e.g., bcc/scc with positive margins on an excisional biopsy).					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: sharon.e.smith@marsh.com (212) 345-3522 37986 -MAIN-ALL-11-12	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED QUEST DIAGNOSTICS INCORPORATED 3 GIRALDA FARMS MADISON, NJ 07940	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Prop. Casualty Co. Of America		25674
	INSURER B: The Travelers Indemnity Company		25658
	INSURER C: Lexington Insurance Company		19437
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** NYC-006306014-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TC2JCAP-266T3603-TIL-11	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000		8125869 GL-Self Insured Retention	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		TC2JUB-266T3523-11 (DED) TRKUB-266T3535-11 (RETRO)	12/31/2011 12/31/2011	12/31/2012 12/31/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Professional Liability / Claims Made - Self Insured Retention - \$5,000,000 - 12/31/11 - 12/31/12) *EVIDENCE OF COVERAGE ONLY*

GENERAL AND PROFESSIONAL LIABILITY INSURANCE IS INCLUDED UNDER THE EXCESS LIABILITY COVERAGE.

CERTIFICATE HOLDER

CANCELLATION

*QUEST DIAGNOSTICS INCORPORATED
3 GIRALDA FARMS
MADISON, NJ 07940

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Marla Nicholson