CONSULTANT: Quest Diagnostics Clinical Laboratories, Inc.

CONTACT PERSON: Lisa Geraghty

ADDRESS: 1737 Airport Way S, Suite 200

Seattle, WA 98134

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 601-021-049

TELEPHONE/FAX NUMBER: Phone 360-319-7428 / Fax 360-768-2799

COUNTY DEPT: Health

DEPT. CONTACT PERSON: Katie Curtis
TELEPHONE/FAX NUMBER: 425-339-8711

PROJECT: Laboratory Services

AMOUNT: \$50,000

FUND SOURCE: DAC# 125 5 15 625 4127

CONTRACT DURATION: Upon mutual execution through 12/31/2024

unless extended or renewed pursuant to

Section 2 hereof

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC., a profit corporation of the State of Washington (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. <u>Purpose of Agreement; Scope of Services</u>. The purpose of this Agreement is to provide laboratory services for various programs housed within the health department. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 23-031TB Lab Services.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. <u>Term of Agreement; Time of Performance</u>. This Agreement shall be effective upon mutual execution (the "Effective Date") and shall terminate on 12/31/2024, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to four (4) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than 12/31/2024 PROVIDED, HOWEVER, that the County's obligations after December 31, 2023 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

## 3. <u>Compensation.</u>

- a. <u>Services</u>. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.
- c. <u>Invoices</u>. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.
- d. <u>Payment.</u> The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email <a href="mailto:SnocoEpayables@snoco.org">SnocoEpayables@snoco.org</a> and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

- e. <u>Contract Maximum</u>. Total charges under this Agreement, all fees and expenses included, shall not exceed \$50,000 (FIFTY THOUSAND DOLLARS) for the initial term of this Agreement (excluding extensions or renewals, if any).
- 4. <u>Independent Contractor</u>. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

#### 5. INTENTIONALLY OMITTED.

6. <u>Changes</u>. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for

the execution of this Agreement.

7. <u>County Contact Person</u>. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Katie Curtis

Title: Prevention Services Director

Department: Health

Telephone: (425) 339-8711

Email: <Katie.Curtis@snoco.org>

8. <u>County Review and Approval</u>. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

- 9. <u>Subcontracting and Assignment</u>. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without notifying the County.
- 10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

### 11. Indemnification.

- a. The Contractor agrees to indemnify, protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the Contractor, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the Contractor, except for those arising out of the sole negligence of the County.
- b. The County agrees to indemnify, protect, defend and hold harmless the Contractor, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the County, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the County, except for those arising out of the sole negligence of the Contractor.
- c. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 11 A and B above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- d. Survival. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.
- e. Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.
- 12. <u>Insurance Requirements</u>. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and copy of additional insured endorsement when applicable. Contractor may use self insurance to comply with any/all insurance obligations.
- a. <u>General</u>. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

- b. <u>No Limitation on Liability</u>. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.
- c. <u>Minimum Scope and Limits of Insurance</u>. The Contractor shall maintain coverage at least as broad as, and with limits no less than:
  - (i) <u>General Liability</u>: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, or an equivalent, including Products and Completed Operations;
  - (ii) <u>Automobile Liability</u>: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
  - (iii) <u>Workers' Compensation:</u> To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
    - (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;
    - (v) <u>Professional Liability</u>: \$1,000,000.
- d. <u>Other Insurance Provisions and Requirements</u>. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:
  - (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. A copy of the Blanket Additional Insured Endorsement shall be included with the certificate of insurance.
  - (ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
  - (iii) Any deductibles or self-insured retentions must be declared to, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
  - (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional

Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. <u>Subcontractors</u>. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. <u>Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.</u>

County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

- 14. <u>Federal Non-discrimination</u>. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.
- 15. <u>Employment of County Employees</u>. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment

and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

- 16. <u>Compliance with Other Laws</u>. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.
- 17. <u>Compliance with Grant Terms and Conditions</u>. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.
- 18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 19. <u>Force Majeure</u>. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- 20. <u>Suspension of Work</u>. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

### 21. Non-Waiver of Breach; Termination.

- a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within twenty (20) business days of written notice to do so by the County, the County may

terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

- c. Either party may terminate this Agreement upon ten (10) business days' written notice to the non-terminating party for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.
- d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.
- 22. <u>Notices</u>. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by electronic mail, certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Health Department

3020 Rucker Avenue, Suite 306 Everett, Washington 98201 Attention: Dennis Worsham

Health Department Director

and to: Snohomish County Purchasing Division

3000 Rockefeller Avenue, M/S 507

Everett, Washington 98201

Attention: Purchasing Manager

If to the Contractor: Quest Diagnostics

1737 Airport Way S, Suite 200

Seattle, WA 98134

Attention: Lisa Geraghty

Physician Account Executive, NW Washington

State

Lisa.L.Geraghty@questdiagnostics.com

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise

release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement; except as contractor is legally permitted to do so. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

Public Records Act. This Agreement and all public records associated with this 24. Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- 25. <u>Interpretation</u>. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- 26. <u>Complete Agreement</u>. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

- 27. <u>Conflicts between Attachments and Text</u>. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.
- 28. <u>No Third Party Beneficiaries</u>. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.
- 29. <u>Governing Law; Venue</u>. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.
- 30. <u>Severability</u>. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
- 31. <u>Authority.</u> Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.
- 32. <u>Survival</u>. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
- 33. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:		QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.:	
		<u>Jean-Marc Halbout</u> Jean-Marc Halbout (Nov 7, 2023 16:45 PST)	
County Executive	Date	Jean-Marc Halbout	Date
•		VP - GM West Region	Nov 7, 2023
Approved as to insurance and indemnification provisions:		Approved as to form only:	
Risk Management	Date	Legal Counsel to the Contractor	Date
Approved as to form only:			
PC 11-08	3-2023		
Deputy Prosecuting Attorney	Date		

# Schedule A Scope of Services

The Contractor will provide laboratory testing of specimens collected by either County staff or by Contractor staff from individuals receiving County Health Department programmatic services, as determined by the County (the "Clients").

The Contactor will provide an experienced and qualified manager and any other staff needed to provide support during standard business hours – Monday – Friday 8:00 am - 5:00 pm.

The contacts at Quest Diagnostics are:

Lisa Geraghty, Physician Account Executive

Phone: 360-319-7428

Email: Lisa.L.Geraghty@questdiagnostics.com

Justin Poynter, Physician Account Manager

Phone: 858-282-8867

Email: justin.a.poynter@questdiagnostics.com

### **Specimen Collection by Contractor:**

Clients may make an appointment for a blood draw at any of the Contractor locations below:

### Quest Diagnostics – Snohomish

2809 Bickford Ave Snohomish, WA 98290 Phone: (360) 618-1708

Hours: Monday – Friday 7:30am to 4:30pm

## Quest Diagnostics – Edmonds

7315 212<sup>Th</sup> St SW

Suite 208

Edmonds, WA 98026 Phone: (425) 758-7635

Hours: Monday – Friday 7:30am to 4:30pm

### StayWell Family Medicine

4310 Colby Ave #202 Everett, WA 98203

Phone: (425) 293-0107

(Must call clinic for appointment)

Hours: Monday – Thursday 8am to 2:30pm, Friday 9am to 3pm

Please note that the above locations do not offer after-hour or weekend services.

The Contractor offers appointment scheduling online, by telephone or by using the MyQuest app. Missed appointments can be rescheduled and last-minute patients or walk-ins will be serviced in order of arrival.

# **Specimen Collection by County:**

The Contractor will accept samples collected by County staff. The Contractor's requirements for specimen labeling and identification are defined below:

- All specimens should be labeled at the time of collection with at least two patient identifiers.
- The patient's name (full last name, then full first name or initial) or a unique ID code is always required.
- The second patient identifier may be one of the following: date of birth (month/date/year); other unique patient identifier that is also on the test requisition (ex. hospital or office ID code or file number); or Quest Diagnostics requisition number or specimen barcode label. Other barcode labels can be used if barcode matches the unique identifiers on the printed requisition (the barcode does not need to be human readable). Location-based identifiers are not acceptable, (ex. hospital room number or street address)
- Each specimen must have a securely affixed label with the following information: the patient's name written exactly as it appears on the test requisition (ex. Doe, Jane); a second patient identifier as noted above; the customer account number; and date of collection.
- If the label is hand-written, use a ballpoint pen do not use a felt tip pen. If glass slides are submitted, use a pencil for labeling the frosted end–two identifiers are preferred although patient's name alone is acceptable.
- When using an electronically generated Quest Diagnostics test requisition, place the label lengthwise on the tube. When submitting a specimen in a container other than the tube used to draw the sample (ex. transfer vials), also indicate specimen type on the label (serum, plasma, urine, etc.). When submitting specimens for microbiological testing (ex. cultures, bacterial antigen, microscopic examination), the nature and anatomic source of the sample and the specific organism(s) to be detected, if any, should be specified.

### **Transport and Testing:**

The Contractor will provide all transportation for Contractor-collected specimens at no additional cost to the County. The Contractor will pick up County-collected specimens no more frequently than daily at no additional cost to the County. For specimen pick-up, the County will contact the West Service Excellence Line at 1-833-648-2042 Monday thru Friday 8:00AM-5:30PM PT or email WestServiceExcellence@QuestDiagnostics.com. For questions and/or needs outside of these hours, please call 1-866-MYQUEST.

At no charge to Contractor, the County will provide the supplies necessary for the proper collection, processing, handling, and transport of County-collecgted specimens to be testedby Contractor. These supplies include, but are not limited to:

- Collection & Transport Containers: Adult and pediatric needle holders; needles; microtainers; vacutainers; tissue bottles; cytology supplies such as slides; microbiology and virology bottles, probes, and swabs; cups and vials; urine containers and additives
- Packaging & Transport: Specimen bags in a variety of colors to visually identify required sample temperature; transport bags in a variety of colors and sizes; pathology kits; transport racks
- Miscellaneous: General, custom, or special requisitions; esoteric anatomic pathology tracking forms; special handling labels

The Contractor will transport specimens under conditions that allow for positive specimen identification and maintenance of specimen integrity. Upon receipt in the laboratory, the Contractor will affix to each specimen a label including a unique specimen number (i.e. accession number) to maintain positive specimen identification throughout processing, testing, and reporting. The Contractor will affix labels with the identification/accession number to the specimen container and all aliquot tubes, and wherever possible, will utilize barcode labels. This process ensures that specimens are properly tracked, and the ordered tests are performed.

### **Priority Lab Result Reporting:**

The Contractor will report testing results pursuant to its Priority Result Reporting Policy (available at <a href="https://www.questdiagnostics.com/content/dam/corporate/restricted/documents/test-center/quest-diagnostics-priority-value-tables.pdf">https://www.questdiagnostics.com/content/dam/corporate/restricted/documents/test-center/quest-diagnostics-priority-value-tables.pdf</a>), which describes the reporting of priority/critical test results according to thresholds (Priority-1 or Priority-2) established by medical consensus and approval of Contractor's Chief Laboratory Officer (CLO). Upon request by the County, Contractor will customize its established priority thresholds.

For purposes of this Agreement, Priority-1 test results are reported 24 hours a day, 365 days a year and may be "critical" as referenced in the Clinical Laboratory Improvement Amendments of 1988 (CLIA; CFR 493.1291g) and the CAP Laboratory Accreditation Program. Priority-2 test results are reported during office hours if known, or 9 am to 5 pm, 365 days a year and may require attention prior to the receipt of routine laboratory reports. On days when County offices are closed,, the Contractor will fax the results and delay the call until the County reopens or the next business day.

The priority result reporting process described above is in addition to regular reporting following the usual process (ex. A test ordered through the interface will be resulted through the interface with abnormal results are flagged on the report). Further, Contactor staff will engage with County staff on unusual and unexpected findings. For example, Contactor pathologists and their staff frequently contact the ordering physician on unusual diagnoses and tissue diagnoses of cancers, and genetic counselors regularly contact ordering physicians with unexpected identification of genetic disorders. Contractor's current list of critical values and priority levels is available for review online at: <a href="https://www.questdiagnostics.com/content/dam/corporate/restricted/documents/test-center/quest-diagnostics-priority-value-tables.pdf">https://www.questdiagnostics.com/content/dam/corporate/restricted/documents/test-center/quest-diagnostics-priority-value-tables.pdf</a>

## **Online Portal Services:**

The Contactor will provide Clients with access to Quanum<sup>™</sup> Lab Services Manager ("Quanum"), a secure online portal to provide results to the County and the Client.

In addition, the Contactor will also provide Clients with a patient portal through the MyQuest app, which will allow Clients to. view, access, and securely share their health information and schedule appointments for specimen collection. MyQuest can be accessed via a web browser or an app for smartphones and tablets.

### **EMR Interface:**

The Contractor will work with the County to implement a bidirectional interface between the County's EMR, Patagonia, and Contactor's laboratory. The Contractor will be solely responsible for the cost of developing, implementing, and maintaining Contracotr's side of the interface as well as the interface licensing and installation fees.

The Contactor will also provide Quanum as a supplement to the existing EMR interface and will utilize Quanum to provide results to County staff designated by the County as needing access to lab results. The Contactor can also send results via secured fax to the County, upon request.

The Contractor will automatically send results following test verification through Patagonia. Results are generally available within 30-60 minutes of being released from Contactor's test analyzers. This method of results delivery will not require manual intervention by either Contractor or the County.

### **Monthly Reports:**

The Contractor will deliver to the County quality and management reports each month at the account level. These reports address test ordering, turnaround time, and issues occurring after specimen accessioning in Contractor's laboratories.

- Utilization. Utilization reports provide details around test ordering, including the following for each ordered test: test code, test name, CPT code(s), test volume, and test cost. Monthly and year-to-date data are provided.
- Turnaround Time (TAT). TAT reports provide data by test, including test code, test name, expected TAT, and actual TAT.
- Exception. Exception reports provide detailed information regarding corrected reports, amended reports, missing specimens, and miscellaneous specimen issues. Exception reports are commonly referred to as TNP (or tests not performed) reports.

#### **HIPAA:**

The Contractor will ensure that all employees obtain, maintain, use, and disclose patient protected health information in a manner that protects patient privacy and complies with all state and federal laws.



# Schedule B Compensation

Client: Snohomish County Client Number: New Account

Service Bill Code	Test Name	<b>Client Price</b>
Special Quotes		
0000795	AB SCR RFX ID/TITER	10.82
0005149	ANTIBODY ID	39.75
0037419	ANTIBODY PANEL X 1	45.23
0037420	ANTIBODY PANEL X 2	90.46
0037421	ANTIBODY PANEL X 3	135.69
0037422	ANTIBODY PANEL X 4	180.92
0037423	ANTIBODY PANEL X 5	226.15
0037424	ANTIBODY TITER X 1	20.68
0037425	ANTIBODY TITER X 2	41.36
0037426	ANTIBODY TITER X 3	62.04
0037427	ANTIBODY TITER X 4	82.72
0037428	ANTIBODY TITER X 5	103.40
0037429	ANTIGEN TYPE X 1	23.62
0037430	ANTIGEN TYPE X 2	47.24
0037431	ANTIGEN TYPE X 3	70.86
0037432	ANTIGEN TYPE X 4	94.48
0037433	ANTIGEN TYPE X 5	118.10
0090376	ASPERGILLUS EIA, BAL	122.59
0004408	C DIFF CYTOTOXICITY	54.44
0091664	C DIFF TOXIN W/REFL	74.15
0015031	C. TRACHOMATIS, TMA ALTER	20.60
0092014	C.DIFF CULT W/REFL	66.94
0034403	C.DIFF CYTO.AB.NETU	94.30
0092067	C.DIFF TOXINB QL PCR	50.30
0006399 0070051	CBC (DIFF/PLT)	10.00
0016506	CHLAM/GC,RNA,TMA,THROAT CHLAMYDIA/N. GON RNA, TMA	41.19 41.19
0016377	CLOSTRIDIUM DIF TBR QL	94.35
0004420	CRP CRP	15.00
0091046	CT,TMA(ALTER) RECTAL	75.68
0011363	CT/GC RNA,TMA,UROGEN	41.19
0091773	CT/NG RNA TMA W/REFL	41.19
0000395	CULT, (U) ROUTINE	22.00
0004606	CULT, FUNGUS (B)	62.72
0000480	CULT, NEISSERIA	36.84
0004605	CULT,FUN,SKIN,W/SMR	73.10
0004553	CULT, FUNGUS, OTHER	51.35
0039515	CULTURE FUNGUS S/H/N	56.00
0004556	CULTURE, SPUTUM/LOWER RESP	35.71
0003259	DRAW FEE, PSC SPEC.	14.00
0004112	FTA-ABS	24.36
0011362	GC RNA, TMA,UROGEN	20.60
0000482	GGT	5.10
0036204	HBSAG CONFIRMATION	25.13
0094333	HBSAG QUANT	337.18
0008435	HCG TOTAL QL	17.00
0000396	HCG, TOTAL (U) QL	18.00
0008396	HCG, TOTAL, QN	40.00
0035645	HCV RNA BY PCR,QT	110.00
0000510	HEMOGLOBIN (B)	1.70
0000496	HEMOGLOBIN AIC	11.00
0016802	HEMOGLOBIN A1C W/EAG	11.00
0000508	HEP A AB, TOTAL	30.00
0036504	HEP A AB,W/REFL IGM	30.00
0000512	HEP A IGM AB	17.00
0000501	HEP B CORE AB, TOTAL	11.00
0004848	HEP B CORE IGM AB	21.00



0000499	HEP B SURF AB QL	12.00
0000498	HEP B SURF AG W/CONF	15.00
0008472	HEP C AB W/REFL HCV	30.00
0010379	HGB A1C W/EAG REFL	11.00
0091212	HISTOPLASMA GALAC AG	45.69
0016185	HIV 1 RNA, QL TMA	73.59
0091432	HIV 1/2 AB DIFF	52.00
0008401	HIV-1 DNA QUAL PCR	190.47
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0040085	HIV-1 RNA,QN,RT PCR	112.10
0091431	HIV1/2 AG/AB,4 W/RFL	30.00
0091772	KIT D816 MUT ANAYL	379.20
0000599	LEAD, (B)	10.00
0000606	LIPASE	13.45
0008561	LYMPH CT, ABSOLUTE	17.00
0000622	MAGNESIUM	19.00
0000964	MEASLES AB IGG,EIA	22.36
0008624	MUMPS VIRUS IGG, EIA	20.20
0004554	MYCOBACT SM CULT	28.00
0016504	N. GONORRHOEAE RNA, TMA,	20.60
0070049	N.GON RNA,TMA,THROAT	20.60
0015033	N.GONORRHOEAE TMA	20.60
0090990	NG,TMA(ALTER) RECTAL	14.89
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1FC	ORG ID 1	26.27
1SP	ORG ID 1	9.29
1NG	ORG ID 1	18.89
1UR	ORG ID 1	11.14
UR1P	PRESUMPTIVE ID 1 M	11.14
0036970	QUANTIFERON(R) PL 1T	63.00
0005489	RFL-MICR (INC)	5.67
0000799	RPR MONITOR W/REFL	9.00
0036203	RPR TITER	8.00
0036126	RPR(DX)REFL FTA	9.00
0037673	RUBELLA AB IGG,IGM	140.00
0004422	RUBELLA IGM AB	39.89
0000802	RUBELLA IMMUNE	14.36
0003820	STAT ASSAY 1	26.00
1FC1	SUSC-1	11.00
1MB1	SUSC-1	23.00
1FS1	SUSC-1	8.00
1SP1	SUSC-1	10.54
1MS1	SUSC-1	21.00
1FO1	SUSC-1	14.00
ING1	SUSC-1	18.77
IUR1	SUSC-1	15.58
1FC2	SUSC-2	22.00
1MB2	SUSC-2	47.00
1FS2	SUSC-2	16.00
1SP2	SUSC-2	21.08
1MS2	SUSC-2	77.00
1UR2	SUSC-2	31.16
1FC3	SUSC-3	33.00
1MB3	SUSC-3	70.00
1FS3	SUSC-3	24.00
1SP3	SUSC-3	31.62
1MS3	SUSC-3	116.00
1UR3	SUSC-3	46.74
1FC4	SUSC-4	44.00
		94.00
1MB4	SUSC-4	
1FS4	SUSC-4	32.00
1SP4	SUSC-4	42.16
1MS4	SUSC-4	155.00
1UR4	SUSC-4	62.32
1FC5	SUSC-5	55.00
1MB5	SUSC-5	117.00
1FS5	SUSC-5	40.00



1SP5	SUSC-5	52.70
1MS5	SUSC-5	156.68
1UR5	SUSC-5	77.90
0007950	SUSCEPTIBILITY MTB	75.00
0090349	SYPHILIS AB CASCADE	20.00
0000653	T PALLIDUM AB BY PA	50.00
0000867	T-4 (THYROXINE)	7.33
0000866	T-4, FREE	17.59
0009025	TRANSPORT FEE 25	24.75
0000899	TSH	15.76
0037737	T-SPOT(R).TB	190.00
0000927	VITAMIN B12	17.10
0004439	VZV IGG AB	25.23

Service Bill Code	<b>Test Name</b>	<b>Client Price</b>
Chemistries		
0000223	ALBUMIN	5.00
0000234	ALKALINE PHOSPHATASE	5.00
0000823	ALT	5.00
0000822	AST	5.00
0010165	BASIC METAB PNL	6.86
0034388	BASIC METAB PNL W/O CA	6.57
0090841	BASIC METAB PNL, PLASMA	6.86
0000287	BILIRUBIN, TOTAL	5.00
0000285	BILIRUBIN, DIRECT	5.00
0007286	BILIRUBIN,FRAC.	5.14
0000296	BUN/CREAT RATIO	5.14
0000303	CALCIUM	5.00
0000310	CARBON DIOXIDE	5.00
0034701	CHEM TEST 01	5.00
0034702	CHEM TEST 02	5.14
0034703	CHEM TEST 03	5.43
0034704	CHEM TEST 04	5.72
0034705	CHEM TEST 05	6.00
0034706	CHEM TEST 06	6.29
0034707	CHEM TEST 07	6.57
0034708	CHEM TEST 08	6.86
0034709	CHEM TEST 09	7.14
0034710	CHEM TEST 10	7.43
0034711	CHEM TEST 11	7.72
0034712	CHEM TEST 12	8.00
0034713	CHEM TEST 13	8.29
0034714	CHEM TEST 14	8.57
0034715	CHEM TEST 15	8.86
0035316	CHEM TEST 16	9.14
0000330	CHLORIDE	5.00
0035555	CMP W/O ALT	8.29
0034389	CMP W/O CO2,ALT	8.00
0010231	COMP METAB PNL	8.57
0090839	COMP METAB PNL, PLASMA	8.57
0090840	COMP METAB W/ADJ CAL PLS	8.57
0000375	CREATININE	5.00
0034392	ELECTROLYTE PANEL	5.72
0014964	ELECTROLYTE PNL, PLASMA	5.72
0000483	GLUCOSE, SERUM	5.00
0010256	HEPATIC FUNC PNL	6.57
0034391	HEPATIC FUNC PNL W/O TP	6.29
0090842	HEPATIC FUNC PNL, PLASMA	6.57
0000718	PHOSPHATE (AS PHOS)	5.00
0000733	POTASSIUM	5.00

0011014	POTASSIUM,PLASMA	5.00
0090843	PROTEIN, TOT & ALB PLASMA	5.14
0007577	PROTEIN, TOT AND ALB	5.14
0000754	PROTEIN, TOTAL	5.00
0090844	PROTEIN, TOTAL PLASMA	5.00
0010314	RENAL FUNC PNL	7.43
0000836	SODIUM	5.00
0000294	UREA NITROGEN (BUN)	5.00

Service Bill Code	Test Name	<b>Client Price</b>
Panels	*HED A TITLE DANIEL	20.20
0006462	*HEPATITIS PANEL	98.00
0000508	HEP A AB, TOTAL	30.00
0000501	HEP B CORE AB, TOTAL	11.00
0000499	HEP B SURF AB QL	12.00
0000498	HEP B SURF AG W/CONF	15.00
0008472	HEP C AB W/REFL HCV	30.00
0007600	*LIPID PANEL, STANDARD	14.39
0000334	CHOLESTEROL, TOTAL	4.56
0000608	HDL-CHOLESTEROL	5.33
0000896	TRIGLYCERIDES	4.50
0034166	*MEASLES AB IGG,IGM	88.87
0038902	MEASLES AB IGG DIA	22.36
0034256	MEASLES AB IGM, IF	66.51
0005259	*MMR (IGG) PANEL	56.92
0000964	MEASLES AB IGG,EIA	22.36
0008624	MUMPS VIRUS IGG, EIA	20.20
0000802	RUBELLA IMMUNE	14.36
0094578	*MTB/RIFAMPIN RESISTANCE	458.00
0094577	MTB/RIF, PCR	430.00
0004554	MYCOBACT SM CULT	28.00
0004914	*PT W/INR & PTT	59.00
0008847	PRO TIME WITH INR	23.00
0000763	PTT, ACTIVATED	36.00

# Signature:

Email: shd-contracts@snoco.org