

LABORATORY SERVICES AGREEMENT
(General)

THIS AGREEMENT, (the “Agreement”) is effective as of the last date of signature below (the “Effective Date”) is by and between **Quest Diagnostics Clinical Laboratories, Inc.** ("Quest Diagnostics") and **Webb County, Texas for the benefit of the Webb County Public Health Services** ("Client"). Quest Diagnostics and Client may be identified individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Client desires to engage Quest Diagnostics to perform certain clinical laboratory services (“Services”), for Client and Client’s patients, and Quest Diagnostics desires, pursuant to the terms and conditions set forth herein, to provide such services; and

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, and intending to be bound legally hereby, Client and Quest Diagnostics agree as follows:

1 SERVICES.

- 1.1 Quest Diagnostics will provide Services for Client pursuant to orders by persons who are authorized under state or federal law to order laboratory tests.
- 1.2 Supplies. Quest Diagnostics will provide to Client certain specimen collection supplies as part of its fees for its Services hereunder to be used solely for the collection of specimens that are to be tested by Quest Diagnostics. Client shall ensure that patient specimens referred to Quest Diagnostics are obtained in an appropriate container and in adequate quantity, are properly processed, and are properly packaged for transport.
- 1.3 Quest Diagnostics will provide courier service to pick up specimens to be tested by Quest Diagnostics from Client.
- 1.4 Quest Diagnostics will send reports back to Client either in an electronic format, subject to the execution by the Parties of the applicable Quest Diagnostics’ connectivity agreement, or via fax.
- 1.5 Services under this Agreement may be performed and billed by Quest Diagnostics or an entity that is now or may in the future be controlled by or under common control with Quest Diagnostics.

2 COMPENSATION.

- 2.1 Quest Diagnostics will invoice Client, patient, Medicare, Medicaid or other third-party payor in accordance with the specific needs of Client and applicable federal and state statutes and regulations.
- 2.2 Where payment is due from Client to Quest Diagnostics, Client agrees to make payment to Quest Diagnostics by check, ACH payment, certified money order, or electronic wire within thirty (30) days of the date of each Quest Diagnostics invoice for Services, after which any undisputed unpaid invoice amounts will be overdue. Where available, client will be invoiced monthly via Quest Diagnostics eInvoice (Quest web-based invoicing system) or other similar electronic invoicing system. Paper invoices may incur additional fees. Client’s obligation to pay for Services rendered prior to termination of the Agreement will survive termination of this Agreement.
- 2.3 Client will provide Quest Diagnostics with all necessary information required by Quest Diagnostics to properly invoice and receive payment for Services. Client will ensure that such billing information accompanies each specimen submitted for testing.

2.4 Third-Party Billing. For patients with insurance, Quest Diagnostics will bill the patients' insurers directly, unless required by applicable law to bill Client directly. Client will indicate insurance ID in the "insurance ID" field on the test order requisition and provide all necessary information including, without limitation, complete and accurate (1) patient's demographic information, (2) insurance/Medicaid/Medicare eligibility information, (3) diagnosis codes in the form of ICD codes, and (4) any other reasonably required billing information.

2.5 All pricing contained herein and attached hereto as **Attachment 1: Fee Schedule**, will be in effect for one (1) year from the Effective Date. Thereafter, Quest Diagnostics reserves the right to increase such pricing at any time, but no more frequently than annually, upon thirty (30) days advance written notice to Client.

2.6 Unless otherwise agreed upon between the parties and where permitted by law, Client may not order Services, which it intends to be billed directly to Client, as set forth below:

- i. Services for clinical laboratory testing in New York, New Jersey, and Rhode Island (to the extent applicable).
- ii. Services for anatomic pathology testing (which may include pap screening testing) in Arizona, California, Colorado, Connecticut, Indiana, Iowa, Kansas, Louisiana, Massachusetts, Maryland, Montana, Nevada, New Jersey, New York, Ohio, South Carolina, Rhode Island, Tennessee, and Washington (to the extent applicable).

3 RECORDS.

Each Party agrees to maintain records for patients in such form and for such duration as may be required by Federal, State or local statutes or regulations, and to make available to the Department of Health and Human Services, the U.S. Comptroller General and their designees upon reasonable request and in a reasonable manner its books, documents, and records relating to its provision of services under this Agreement as may be required by applicable statutes and regulations. Quest Diagnostics acknowledges that these agencies and their designees have the right to audit, evaluate, or inspect Quest Diagnostics' (or its subcontractors' or transferees') books, contracts, medical records, patient care documentation, and other records, related to recipients of federal and state funds.

4 **TERM.** This Agreement will commence on the Effective Date and will continue in perpetuity until terminated as set forth below. "Effective Date" shall mean when both Parties have countersigned this Agreement.

5 TERMINATION.

5.1 **Termination Without Cause.** Either Party can terminate this Agreement upon thirty (30) days prior written notice.

5.2 **Termination With Cause.**

5.2.1 **Material Breach.** Either Party may terminate this Agreement in the event of a material breach by the other Party by giving the breaching party ten (10) days written notice identifying the breach. If the breaching party fails to cure the breach within the ten (10) day cure period, the non-breaching party may terminate the Agreement immediately upon written notice to the breaching party.

5.2.2 **Material Change.** 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; (iii) all or substantially all of the property of the other Party is levied upon or sold in any judicial proceedings; (iv) the other Party is excluded from participating in any federally funded program; (v) a loss of licensure by the other Party that renders the other Party unable to perform its obligations under this Agreement; or (vi) if the Party

determines in good faith 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.

6 SURVIVAL.

Those sections, which by the nature of their terms are intended to survive termination, or that contemplate performance or observance after termination of this Agreement, will survive the termination or expiration of this Agreement, including without limitation the following sections: Indemnification, Insurance, Miscellaneous, Compliance with Law, Limitations of Liability, Terms of the Agreement, and Governing Law.

7 INSURANCE.

7.1 During the term of this Agreement, Quest Diagnostics will maintain, at its sole cost and expense, insurance against claims that may arise from or in connection with the Services provided with at least the following minimum limits of liability. Quest Diagnostics may provide the coverage required by this agreement through self-insurance. Quest Diagnostics will include Client as an additional insured for general liability and automobile liability by a blanket additional insured endorsement, if applicable.

Coverage Type	Minimum Limits of Liability
General Liability	\$2,000,000 per occurrence \$4,000,000 general aggregate
Business Automobile Liability	\$3,000,000 combined single limit per accident
Worker's Compensation	Statutory - In accordance with the laws of the state exercising jurisdiction over employees
Employers Liability	\$1,000,000 each accident/each employee/policy limit
Professional Liability / Errors & Omissions Liability	\$5,000,000 each claim \$5,000,000 aggregate
Crime	\$1,000,000 each occurrence
Cyber Liability	\$5,000,000 each claim

7.2 Client will maintain, at its sole cost and expense, the following insurance coverages.

Coverage Type	Minimum Limits of Liability
General Liability	\$1,000,000 per occurrence \$3,000,000 general aggregate
Business Automobile Liability	\$1,000,000 combined single limit
Worker's Compensation	Statutory - In accordance with the laws of the state exercising jurisdiction over employees
Employers Liability	\$1,000,000 each accident/each employee/policy limit
Professional Liability / Errors & Omissions Liability	\$1,000,000 each claim \$3,000,000 aggregate
Crime	\$1,000,000 each occurrence
Cyber Liability	\$1,000,000 each claim

7.3 Each Party will continue the coverage (or purchase "tail coverage") which will extend the reporting period for incidents arising out of or related to this Agreement for at least three (3) years beyond the termination of this

Agreement. Upon request, each Party will provide the other Party with a current and valid Certificate of Insurance evidencing coverage required by this agreement and annually thereafter. Cancellation notification is in accordance with policy provisions.

8 MISCELLANEOUS.

8.1 Independent Contractors. The Parties agree that each is an independent contractor engaged in the operation of its own business.

8.2 Assignment. Except in the event of a merger, consolidation, acquisition, or other transfer or change in ownership or control of the Party, or as otherwise set forth in this Section, neither Party may transfer or assign this Agreement nor any rights or obligations hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, Quest Diagnostics may refer work to an affiliated testing facility or to subcontracted providers without prior written consent. This Agreement is intended to inure only to the benefit of Quest Diagnostics and Client.

8.3 Trademarks. Neither party shall use the trademark, tradename, nor service mark of the other party for any purpose without the prior written consent of the other party, however, Client authorizes the use of its name and/or logo in furtherance of administering Services pursuant to this Agreement.

8.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof, supersedes all prior agreements or understandings and may only be modified in a writing signed by both Parties. 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 Notices. All notices under this Agreement will be delivered in accordance with this provision. Notice will be deemed properly delivered, as of the date received by the non-noticing party, if given as follows:

- Notice to Quest Diagnostics will be via email to: CommercialContracting@QuestDiagnostics.com
- Notice to Client will be via traceable delivery method addressed as follows:
Webb County, Texas for the benefit of the Webb county Public Health Services
1620 Santa Ursula Ave.
Laredo, TX 78344
Attn: Sara Martinez
Email: publichealth@webbcountytexas.gov

8.6 Governing Law. This Agreement shall be governed by the law of the state of Texas, without regard to its conflict of laws provisions. In the event of any litigation between the parties arising out of this Agreement the parties agree to waive the right to request a jury trial.

8.7 Force Majeure. No Party to this Agreement shall be liable for failure to perform any duty or obligation that such Party may have under this 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; acts of government; natural disasters such as floods, earthquakes and severe weather events such as hurricanes; international or national hostilities, including acts of war (declared or undeclared), insurrection, terrorism, mass casualty events or other intentional violent actions; public health emergencies, including pandemic; fire; power failure; cyberattack or ransomware attack; strike; lockout; riot; civil unrest, inevitable accident, inability to procure labor or materials; or any other event, like or unlike those listed above (collectively, "Force Majeure Event") not within reasonable control of the Party, but only to the extent prevented by the Force Majeure Event. No such failure or delay shall excuse in any way the obligation of Client to make all payments to Quest Diagnostics provided for by this Agreement.

8.8 Excluded Provider. 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). If the foregoing representation changes during the term of this Agreement, the affected party shall provide prompt written notice to the other party.

8.9 Terms of the Agreement. Except as required by law, the terms of this Agreement (including without limitation the pricing provisions) are confidential and may not be disclosed to third parties without the prior written consent of both Parties. The provisions of this paragraph shall survive termination or expiration of this Agreement.

9 LIMITATIONS OF LIABILITY.

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. The parties agree that Quest Diagnostics' liability arising from or related to the provision of Services hereunder shall be limited to the actual amounts paid to Quest Diagnostics pursuant to this Agreement in the twelve (12) months preceding the applicable claim.

10 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"), including, but 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 Health Insurance Portability and Accountability Act ("HIPAA"). This paragraph will survive the termination of this Agreement.

11 INDEMNIFICATION.

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12 LEGISLATIVE / REGULATION CHANGES.

In the event federal or state legislative and/or regulatory changes impact the Services, either Party may seek to amend this Agreement to fully comply with any legislative or regulatory changes.

[SIGNATURES ON FOLLOWING PAGE]

13 SIGNATURE AUTHORITY.

The individuals signing this Agreement represent that they have the authority to sign this Agreement on behalf of the respective Parties.

IN WITNESS WHEREOF, the Parties indicate their acceptance of the terms of this Agreement by having their authorized representatives sign below.

Quest Diagnostics Clinical Laboratories, Inc.

Webb County

By: _____

By: _____

Print Name: Chad Richards

Print Name: Tano E. Tijerina _____

Title: GM/VP, Commercial, Southwest

Title: Webb County Judge _____

Region

Date: _____

Date: _____

ATTESTED:

Margie Ramirez-Ibarra

Webb County Clerk

APPROVED AS TO FORM:

Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On 2024 item No. _____

**ATTACHMENT 1
FEE SCHEDULE**

To the extent applicable, Client will be billed in accordance with Client List Price Fee Schedule and the attached special quotes.

WEBB COUNTY HEALTH SERVICES

Client: WEBB COUNTY HEALTH SERVICES

Client Number: New Account

Service Bill Code	Test Name	Client Price
Special Quotes		
0000795	AB SCR RFX ID/TITER	9.64
0007788	ABO GRP AND RH TYPE	16.02
0005509	AMMONIA (P)	39.79
0006399	CBC (DIFF/PLT)	5.91
0001759	CBC(H/H,RBC,WBC,PLT)	4.37
0000334	CHOLESTEROL, TOTAL	3.30
0011361	CT RNA,TMA,UROGEN	23.65
0011363	CT/GC RNA,TMA,UROGEN	47.30
0000395	CULT, (U) ROUTINE	14.17
0005617	CULT, STREP GRP B	17.84
0000402	DHEA-SULFATE	26.81
0003259	DRAW FEE, PSC SPEC.	9.00
0004021	ESTRADIOL	26.05
0000457	FERRITIN	15.71
0000470	FSH	18.17
0011362	GC RNA, TMA,UROGEN	23.65
0008396	HCG, TOTAL, QN	23.85
0035645	HCV RNA BY PCR,QT	271.40
0000608	HDL-CHOLESTEROL	3.87
0000496	HEMOGLOBIN A1C	10.58
0000512	HEP A IGM AB	27.79
0000501	HEP B CORE AB, TOTAL	26.60
0004848	HEP B CORE IGM AB	26.85
0000499	HEP B SURF AB QL	28.54
0000498	HEP B SURF AG W/CONF	15.92
0008472	HEP C AB W/REFL HCV	26.97
0040085	HIV-1 RNA,QN,RT PCR	213.70
0091431	HIV1/2 AG/AB,4 W/RFL	29.72
0000561	INSULIN	14.63
0000622	MAGNESIUM	14.85
0004847	PREALBUMIN	31.58
UR1P	PRESUMPTIVE ID 1 M	9.28
0000745	PROGESTERONE	19.02
0005363	PSA, TOTAL	16.87
0036970	QUANTIFERON(R) PL 1T	137.82
0000799	RPR MONITOR W/REFL	7.80
0036126	RPR(DX)REFL FTA	7.80
0000802	RUBELLA IMMUNE	14.87
0030740	SHBG	30.90
0000861	T-3 UPTAKE	6.45
0034429	T-3, FREE	26.44
0000867	T-4 (THYROXINE)	8.38
0000866	T-4, FREE	17.91
0036170	TESTOS,FR,DIAL,TOTAL	46.39
0000873	TESTOSTERONE,MALE,IA	28.63
0015983	TESTOSTERONE,TOTALMS	41.51
0000896	TRIGLYCERIDES	3.28
0000899	TSH	7.23
0036127	TSH W/REFL FT4	7.23
0037737	T-SPOT(R).TB	202.22
0005463	UA, COMPLETE	8.58
0003020	UA,COMP W/RFL CULT	8.58
0000905	URIC ACID	6.54
0017306	VIT D,25-OH,TOTAL,IA	45.99
0000927	VITAMIN B12	16.97

WEBB COUNTY HEALTH SERVICES

Service Bill Code	Test Name	Client Price
Chemistries		
0000223	ALBUMIN	3.83
0000234	ALKALINE PHOSPHATASE	3.83
0000823	ALT	3.83
0000822	AST	3.83
0010165	BASIC METAB PNL	5.25
0034388	BASIC METAB PNL W/O CA	5.03
0090841	BASIC METAB PNL, PLASMA	5.25
0000287	BILIRUBIN, TOTAL	3.83
0000285	BILIRUBIN,DIRECT	3.83
0007286	BILIRUBIN,FRAC.	3.94
0000296	BUN/CREAT RATIO	3.94
0000303	CALCIUM	3.83
0000310	CARBON DIOXIDE	3.83
0034701	CHEM TEST 01	3.83
0034702	CHEM TEST 02	3.94
0034703	CHEM TEST 03	4.16
0034704	CHEM TEST 04	4.38
0034705	CHEM TEST 05	4.60
0034706	CHEM TEST 06	4.81
0034707	CHEM TEST 07	5.03
0034708	CHEM TEST 08	5.25
0034709	CHEM TEST 09	5.47
0034710	CHEM TEST 10	5.69
0034711	CHEM TEST 11	5.91
0034712	CHEM TEST 12	6.13
0034713	CHEM TEST 13	6.35
0034714	CHEM TEST 14	6.56
0034715	CHEM TEST 15	6.78
0035316	CHEM TEST 16	7.00
0000330	CHLORIDE	3.83
0035555	CMP W/O ALT	6.35
0034389	CMP W/O CO2,ALT	6.13
0010231	COMP METAB PNL	6.56
0090839	COMP METAB PNL, PLASMA	6.56
0090840	COMP METAB W/ADJ CAL PLS	6.56
0000375	CREATININE	3.83
0034392	ELECTROLYTE PANEL	4.38
0014964	ELECTROLYTE PNL, PLASMA	4.38
0000483	GLUCOSE, SERUM	3.83
0010256	HEPATIC FUNC PNL	5.03
0034391	HEPATIC FUNC PNL W/O TP	4.81
0090842	HEPATIC FUNC PNL, PLASMA	5.03
0000718	PHOSPHATE (AS PHOS)	3.83
0000733	POTASSIUM	3.83
0011014	POTASSIUM,PLASMA	3.83
0090843	PROTEIN, TOT & ALB PLASMA	3.94
0007577	PROTEIN, TOT AND ALB	3.94
0000754	PROTEIN, TOTAL	3.83
0090844	PROTEIN, TOTAL PLASMA	3.83
0010314	RENAL FUNC PNL	5.69
0000836	SODIUM	3.83
0000294	UREA NITROGEN (BUN)	3.83

Service Bill Code	Test Name	Client Price
Panels		
0010306	*HEP PNL ACUTE W/REF	97.53
0000512	HEP A IGM AB	27.79
0004848	HEP B CORE IGM AB	26.85

WEBB COUNTY HEALTH SERVICES

0000498	HEP B SURF AG W/CONF	15.92
0008472	HEP C AB W/REFL HCV	26.97
0091716	*LIPID PANEL, CARDIO IQ(R)	10.45
0091717	CHOLESTEROL, TOTAL	3.30
0091719	HDL CHOLESTEROL	3.87
0091718	TRIGLYCERIDES	3.28
0007600	*LIPID PANEL, STANDARD	10.45
0000334	CHOLESTEROL, TOTAL	3.30
0000608	HDL-CHOLESTEROL	3.87
0000896	TRIGLYCERIDES	3.28
0014852	*LIPID PNL W/REF DIR LDL	10.45
0000334	CHOLESTEROL, TOTAL	3.30
0000608	HDL-CHOLESTEROL	3.87
0000896	TRIGLYCERIDES	3.28