

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN
QUEST DIAGNOSTICS, INC.
AND
NATIVIDAD MEDICAL CENTER
FOR
LAB REFERENCE TESTING SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on July 1, 2017 is entered into by and between the County of Monterey (hereinafter “County”), on behalf of Natividad Medical Center (hereinafter “NMC”), and Quest Diagnostics, Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide lab reference testing services with a term July 1, 2017 through June 30, 2021 and a total Agreement amount not to exceed 3,000,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to incorporate the attached Quantum Elabs User Agreement as “Exhibit C” to the Agreement between NMC and CONTRACTOR.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended as specifically set forth below.

1. The parties agree that the attached Quantum Elabs User Agreement shall become a binding part of the Agreement, referenced herein as Exhibit C.
2. Notwithstanding Exhibit C as part of the Agreement, the parties acknowledge that the Terms and Conditions of Exhibit C, together with all rights and obligations therein, shall be enforced wholly and separately from the Agreement.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect. In the event of a conflict between the terms of this amendment and the Agreement, the terms of the Agreement shall prevail.
4. Section 4. of the Agreement ‘ADDITIONAL PROVISIONS/EXHIBITS’ is hereby modified to include reference to **Exhibit C**: Quantum Elabs User Agreement.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective when signed by both NMC and CONTRACTOR.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 2/12/2020

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 2/11/2020


APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 2/12/2020


CONTRACTOR

QUEST DIAGNOSTICS, INC.
CONTRACTOR's Business Name
See instructions below

By: 
(Signature of: Chair, President, or Vice-President)

Katie Bishar Vice President, General M
Name and Title

Date: 2/26/2020 | 1:12 PM EST

By: 
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ali Kiboro VP Finance
Name and Title

Date: 2/26/2020 | 10:39 AM PST

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT C: QUANUM ELABS USER AGREEMENT

QUANUM ELABS USER AGREEMENT

This agreement ("Agreement") is between **Unilab Corporation dba Quest Diagnostics** ("We", "Us" or "Our"), and the individual or group medical practice/entity executing this Agreement ("You" or "Your"). This Agreement sets forth the rights and obligations of the parties with respect to Your use of the Quanium eLabs solution (the "eLabs Solution"). By accepting this Agreement, You agree to be bound by its terms and conditions.

1. Access to eLabs Solution; Description of eLabs Solution. THE eLabs SOLUTION IS BEING PROVIDED TO YOU AT NO CHARGE. We will provide You access to a web browser-based application for You and Your Authorized Users (defined below) to view and print Our laboratory result reports for Your patients via the Internet. If you are using the system's automatic printing feature, the printing of results constitutes delivery of laboratory test results to You. In the event you do not use the system's automatic print feature, our posting of the test results to the eLabs Solution constitutes delivery of the test results to You. You understand that it is your responsibility to routinely access the eLabs Solution to retrieve laboratory results reports for Your patients.

2. Term; Termination. This Agreement is effective when You execute this Agreement and remains in effect until terminated. Either You or We may terminate this Agreement and Your access to the eLabs Solution at any time, with or without cause, by providing written notice. If this Agreement terminates for any reason and You remain a lab customer of Ours, We will make arrangements for You to receive Your laboratory test results by another delivery method. The term or survival of any laboratory services agreement You may have with Us is independent from this Agreement.

3. Your Responsibility For Authorized Users and Security of Your Equipment and Network; Use Restrictions.

(a) You represent that You are an authorized health care provider, and that the identification(s) used to obtain credentials for access to the eLabs Solution are Yours (i.e. You have not misrepresented Your identity to gain access to the eLabs Solution). You and other Authorized Users shall be entitled to access and use the eLabs Solution. You shall not permit any person who is not an Authorized User to access or use the eLabs Solution. "Authorized Users" means You and any of your personnel authorized by You. You may authorize personnel by notifying Us or by utilizing the "Delegated Administration Authority" functionality available through the eLabs Solution. Your obligations pursuant to this Agreement shall also apply to all Authorized Users. You are responsible for adding or terminating Authorized Users. Upon completion of training, Your Delegated Administrator will have the rights to add and delete users, edit user roles, reset user passwords, and set administrative features. You are solely responsible for the actions of Your Delegated Administrator, including but not limited to the Delegated Administrator's access to and use of Protected Health Information ("PHI"), and the Delegated Administrator's validation of credentials and identities of Authorized Users added by You.

(b) You are responsible for the security of Your information system(s), including its network and related computer equipment and peripherals ("Information System(s)"). In the event You are accessing the eLabs Solution through a mobile device, You are solely responsible for the access and use of such mobile device, and must keep secure your ID and password at all times. You are encouraged to fully utilize all security features, including locking, within the mobile device. Each of You and Us agree to notify the other of any violation of data security of which You or Us become aware.

(c) You are responsible for obtaining and maintaining all necessary consents, permissions or authorizations, required in connection with the transmission, storage, retrieval, viewing and/or disclosure of Your patients' PHI through the eLabs Solution.

(d) You agree to report to Us the discovery of any type of discrepancies, anomalies, or errors, detected in result reports obtained via the eLabs Solution. You further agree that We may make any corrections to demographics and insurance data within the eLabs Solution based upon information provided to Us (e.g., by patients and insurance companies). We will notify You if We become

aware of circumstances involving the eLabs Solution that adversely impact Your operating system or network or Your patients' care.

4. Ownership Rights in or to the eLabs Solution. As between You and Us, We own all rights, title, and interest in and to all copyright, trademark, service mark, patent, trade secret, or other intellectual property and proprietary rights worldwide in and to the eLabs Solution.

5. Compliance with Laws. Both parties agree to comply with all applicable laws, rules or regulations ("Applicable Laws"). Applicable Laws include, but are not limited to, federal and state physician self-referral laws and regulations, federal and state anti-kickback laws and regulations, and HIPAA regulations.

6. Disclaimer. The eLabs Solution system uses a matching algorithm ("matching tool") to link patient data and charts for Your patients. You are responsible for the accuracy and consistency of all patient demographic information (e.g., patient name, social security number, date of birth, gender, address, etc.). The accuracy and consistency of this information will directly impact how the eLabs Solution system will match patient data and charts You create for patients served by Your practice and, if applicable, patient data and charts created by other physicians or providers to whom You or the patient gives access for treatment purposes. If, because of inadequate, inaccurate, or inconsistent data collection and/or data entry, the eLabs Solution matching tool produces multiple charts for an individual patient, it is Your responsibility to make the clinical decision whether to merge individual charts by utilizing the end user merge tool function available within the eLabs Solution. **THE LABS & MEDS SOLUTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE PORTAL, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** We cannot guarantee that Your access to the eLabs Solution will be uninterrupted or error-free.

7. Consequential Damages and Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE LABS & MEDS SOLUTION. Your sole remedy against Us is to terminate this Agreement. **This limitation of liability shall not apply to claims resulting from Our laboratory testing errors.**

8. Billing Information. You agree to provide all billing information required by third party payers or necessary for Us to bill and collect from the third party payer(s) or Your patients for services on Your patients. If We do not receive the required billing information with the test requisition forms or other laboratory services order submitted by You or within 15 calendar days of the date on which We request such information from You orally or in writing, subject to applicable law, We reserve the right to invoice You and have You pay Us for those

EXHIBIT C: QUANUM ELABS USER AGREEMENT

services, at Our applicable client bill fees, within fifteen days of the date We send You an invoice for the services.

9. Miscellaneous. All communications from either party shall be in writing and shall be sent by email. Your email address shall be the email address used in executing this Agreement. Our email address shall be

Care360Admin@questdiagnostics.com. You may not assign or otherwise transfer this Agreement to any other person or entity without our written consent. You agree that you have read this agreement and agree to be bound by its terms. You further agree that You have the authority to bind the entire group, practice or entity covered by this Agreement.

SIGNATURE PAGE BELOW

This Agreement shall become effective on the date of Your signature below provided You have not made any revisions to the form. Any revisions shall require our written consent before it is effective. The person signing below on Your behalf attests that he/she is duly authorized to sign and bind You as a party to this Agreement.

(Your Full Legal Entity Name)

Signature _____

Print Name Jason Garcia

Title _____

Date: _____

Email: _____

Quest Diagnostics Account Number

October 2017