

 **Natividad** MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and NeoGenomics Laboratories Inc. hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

RECITALS

WHEREAS, NMC and CONTRACTOR entered into an agreement (hereinafter "2010 Agreement") with an effective date of July 1, 2010 for pathology and laboratory testing services and as per Amendment No. 3 the term of the 2010 Agreement was extended through September 30, 2017; and

WHEREAS, NMC and CONTRACTOR agree to terminate the 2010 Agreement and replace it with this Agreement (hereinafter "Agreement") effective as of August 1, 2017.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Specimen testing _____.

PAYMENTS BY NMC; NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit B, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$25,000 _____.

TERM OF AGREEMENT; the term of this Agreement is from August 1, 2017 through July 31, 2020 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A:** Scope of Services
- Exhibit B:** NeoGenomics Fee Schedule
- Exhibit C-1:** Solid Tumor Requisition
- Exhibit C-2:** Immunohistochemistry and Special Stain Requisition
- Exhibit C-3:** Hematopatholgy Requisition
- Addendum No. 1 to Agreement

1. PERFORMANCE STANDARDS:

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

- 4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible

coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

5. INSURANCE:

5.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

5.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

- 6.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor’s work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor’s insurance.**
- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC’s Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

- 10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
- 11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
- 12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad medical Center
 Attn: Contracts Division
 Natividad Medical Center
 1441 Constitution Blvd
 Salinas, CA. 93906
 FAX: 831-757-2592

CONTRACTOR:

Name: NeoGenomics Laboratories, Inc.
 Attn: General Counsel
 Address: 12701 Commonwealth Drive, Suite 9
 City, State, Zip: Fort Myers, FL 33913
 FAX: 239-432-5601
 Email: Legal@neogenomics.com


MISCELLANEOUS PROVISIONS:

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 13.4 Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

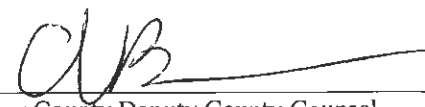
Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO


Date: 12/12

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 11-29-17


APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 12-1-17

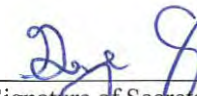
CONTRACTOR

NeoGenomics Laboratories, Inc.
Contractor's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President

Robert J. Shovlin - President, Clinical Services Division
Name and Title

Date: October 5, 2017

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

George A. Cardoza - Senior VP & Chief Financial Officer
Name and Title

Date: October 5, 2017

*****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 A

Scope of Services

EXHIBIT A - Scope of Services

This Scope of Services is entered into by and between Natividad Medical Center, hereinafter referred to as (“NMC”) and NeoGenomics Laboratories, Inc., hereinafter referred to as (“NeoGenomics”); (collectively, NMC and NeoGenomics are referred to as the “Parties”) pursuant to the Service Agreement between NMC and NeoGenomics (the “Agreement”) attached hereto and is subject to the terms and conditions of the Agreement.

I. Description of Services and Obligations of both Parties

A. Laboratory Services

1. Services. NeoGenomics will provide the Services listed on the Fee Schedule (Exhibit B) to NMC on an as-requested basis in accordance with all applicable federal and state laws and regulations related to laboratory testing of human specimens in the United States of America (“Applicable Laws”). NeoGenomics will perform the Services requested by any ordering physician or other legally authorized person (collectively, an “Authorized Person”) on a Requisition Form (as defined in Section I.A.2), and will deliver to NMC laboratory test reports that are consistent with applicable industry standards.
2. Collection and Shipment of Specimens; Requisition Forms; and Billing Information. NMC will collect all specimens submitted to NeoGenomics in full compliance with Applicable Laws, and package, transport, and ship such specimens to the NeoGenomics laboratory facility directed by it in accordance with instructions provided from time to time. NeoGenomics will pay all shipping costs from any locations in the United States to any NeoGenomics laboratory facility. NMC agrees to use commercially reasonable efforts to have each specimen that is sent to NeoGenomics meet the minimum specimen requirements outlined by NeoGenomics from time to time, and to attach to all specimens a completed NeoGenomics requisition form, or the electronic equivalent thereof, as may be in effect at any given time with the appropriate patient demographic and clinical information (collectively, “Requisition Form” (Exhibit C-1 Solid Tumor Requisition, Exhibit C-2 Immunohistochemistry and Special Stain Requisition, and Exhibit C-3 Hematopathology Requisition)). Each Requisition Form will clearly indicate the laboratory testing Service ordered and whether or not the Authorized Person is requesting the technical component (“TC”) of a laboratory testing Service or a global laboratory testing Service (TC with professional interpretation component (“PC”), collectively, “Global”) be performed by NeoGenomics for each such laboratory testing Service. NMC will also attach to the Requisition Form or otherwise supply to NeoGenomics all billing and patient information required to bill and collect from third party payers and/or other responsible parties, including, without limitation, payer identification, patient demographics, insurance identification numbers, Authorized Person’s name and National Provider Identifier (“NPI”), applicable ICD-10 codes, whether the specimen was collected from a hospital in-patient, out-patient, or non-patient, and such additional information as a third party payer and/or other responsible party may reasonably require (such

information collectively referred to as “Billing Information”). If applicable, NMC will also include any Advance Beneficiary Notice (“ABN”) forms signed by Medicare patients prior to specimen collection. NMC agrees to use commercially reasonable efforts to ensure the accuracy and completeness of the Billing Information and that such information accompanies each specimen submitted for testing to NeoGenomics.

3. Performance of Services. Upon receipt of a specimen, NeoGenomics will perform the laboratory testing Services ordered on the Requisition Form in accordance with industry standards, Applicable Laws, and the validation protocols established by NeoGenomics. The specimens will be deemed by NeoGenomics to be accepted for performance of laboratory testing when submitted with a completed Requisition Form. Any specimen received by NeoGenomics without a completed Requisition Form will be deemed by NeoGenomics to have not been accepted for performance of laboratory testing until such time as a completed Requisition Form has been received by NeoGenomics. In the event that NeoGenomics discovers any missing information on a Requisition Form or the specimen submitted for testing is otherwise inadequate, NeoGenomics will use commercially reasonable efforts to notify NMC within 24 hours of discovery of such deficiencies.
4. Test Results and After Test Consultation. NeoGenomics will provide NMC with the results for each laboratory testing Service performed by it in a timely fashion via facsimile, electronic interface to NeoGenomics laboratory information system (“LIS”) or such other mechanism as may be mutually agreed upon from time to time. NMC will promptly provide the test results received from NeoGenomics to the Authorized Person who requested the laboratory testing Service on either the NeoGenomics form of test report or a form of test report that is in accordance with Applicable Laws. Any Global Services requested by NMC will include a written laboratory report with a PC interpretation by a qualified pathologist. The Parties agree that any such PC interpretation Services will be provided by pathologists that are either employed by NeoGenomics or under contractual arrangement with NeoGenomics to provide professional medical services as may be required by state law. Upon request by an Authorized Person, NeoGenomics will provide after-test telephone consultations on any Global test results to such Authorized Person in accordance with Applicable Laws.
5. Diagnostic Consultations for Global Specimens. In the event that NMC orders Global flow cytometry testing or other Global testing that requires further diagnostic consultation by a NeoGenomics’ pathologist, NMC acknowledges and agrees that such pathologist may, in his or her discretion as the interpreting pathologist, order additional laboratory tests for such specimens, based on such pathologist’s independent judgement and determination of medical necessity for the patient and in accordance with applicable standards of pathology practice.
6. Preferred Laboratory Vendor for Certain Services. In order to provide for the efficient and cost-effective provision of the Flow Cytometry, Cytogenetics, FISH, and Molecular Pathology Services listed on the Fee Schedule (“Preferred

Services”) and recognizing the economies of scale and cost savings that are available when performing multiple medically necessary tests, NMC intends that NeoGenomics shall be the preferred laboratory vendor of such Preferred Services to NMC, subject to the following conditions: (a) this arrangement shall not apply to those Preferred Services provided directly to NMC by NMC’s staff as of the Effective Date of this Agreement; (b) nothing in this Agreement is intended to interfere with a contract between NMC and a pathology group for the provision of PC pathology services; (c) nothing in this Agreement shall restrict NMC from sending specimens to an outside laboratory when required by a managed care or other health plan for the plan’s patients; and (d) NMC’s Director of Pathology may send specimens to an outside laboratory for second opinions or on such occasions when the Director of Pathology, in consultation with the patient’s attending physician or other Authorized Person, deems it to be in the best interest of a particular patient.

II. Additional Billing and Invoice Terms

A. Third Party Billing.

1. Third Party Billing by NeoGenomics. When permitted by applicable third party payer requirements and Applicable Laws, NeoGenomics will, whenever possible, directly bill and collect from all federal, state and commercial health insurers, health plans, health maintenance organizations, and other third party payers (collectively, “Third Party Payers”), for Services provided to NMC under this Agreement. Without limiting the generality of the foregoing, NMC agrees that NeoGenomics will be responsible for billing: (i) the PC of all Services ordered by NMC and performed hereunder to Medicare; and (ii) both the TC and PC of all Services ordered by NMC and performed hereunder to any and all Third Party Payers, unless otherwise indicated by mutual agreement of the Parties for those situations in which NeoGenomics is not contracted with a Third Party Payer and NMC is otherwise eligible to be reimbursed from such Third Party Payer for the Services. NMC also agrees that, except for those Services performed by NeoGenomics requiring direct NMC billing, as described in Section B below, NMC will indicate on the Requisition Form that NeoGenomics should bill the appropriate Third Party Payer directly for any such Services performed or will “split-bill” such Services by billing the TC to NMC and the PC to the applicable Third Party Payer. NMC also agrees that it will provide to NeoGenomics all Billing Information necessary to bill Third Party Payers for the PC of Services ordered, even if the TC of such Services will be billed directly to NMC pursuant to Section B below. NMC further agrees that if NMC’s designation of whether a test should be billed to a Third Party Payer or to NMC is incorrect, and NeoGenomics is either unable to bill a Third Party Payer or is required to refund a payment to a Third Party Payer, NeoGenomics will bill NMC for any such incorrectly designated tests and NMC will pay NeoGenomics in accordance with Section B below.
2. Assignment of Billing Interests. NMC agrees that it will not bill or attempt to collect from any Third Party Payer for any Services to be billed by NeoGenomics pursuant

to Section II.A.1 (collectively, "Third Party-Billed Services"). NMC waives any right, title, and interest in or to any accounts receivable or proceeds from accounts for any Third Party-Billed Services pursuant to this Agreement. If requested by NeoGenomics, NMC will execute such documents as may be reasonably requested to assign all billing rights to NeoGenomics for any Third Party-Billed Services. NeoGenomics will comply at all times with all Applicable Laws, customary billing and collection practices and protocols in the anatomic pathology laboratory business, and any Third Party Payer requirements pertaining to the billing and collecting of Third Party-Billed Services provided hereunder.

3. NeoGenomics' Right to Bill NMC. In the event NeoGenomics: (i) does not receive the Billing Information required for it to bill any Third Party-Billed Services within ten (10) days of the date that any such Services are reported by NeoGenomics; (ii) the Services were performed for patients who have no Third Party Payer coverage arrangements; or (iii) the Third Party Payer identified by NMC on the Requisition Form denies financial responsibility for the Services and indicates that NMC is financially responsible (e.g., NMC has been reimbursed through a consolidated billing or other bundled payment arrangement), NeoGenomics will have the right to bill such Services to NMC in accordance with the procedure outlined in Section B.2 below. In the event that NMC subsequently provides NeoGenomics with Billing Information for such Services before paying the related invoice, then NMC may pay the invoiced amount less any amounts for Services in which Billing Information was subsequently provided. If the invoice reflecting such Services has already been paid and, providing that the Billing Information is provided to NeoGenomics within the statutory or contractual time period required to bill and collect for such Services, NeoGenomics will reflect a credit on the next invoice for such Services.
4. Cooperation with Respect to Service Information. Each Party will cooperate fully with the other Party to provide Billing Information and such other information and documentation as may be necessary to enable each Party to bill for their respective portion of the Services performed under this Agreement and to respond to inquiries relating to such Services. In the event that either Party receives a request for information, subpoena, or notification of an audit or inquiry from any Third Party Payer, patient, or other entity regarding any claims submitted for such Services, the other Party agrees to cooperate fully and promptly provide all information and documentation reasonably requested by the Party receiving the request or notification.

B. NMC Billing Arrangement for Certain Tests.

1. NMC Billing for Certain Tests. NeoGenomics will not directly bill Third Party Payers (including the Medicare program) for Services when: (i) direct Third Party Payer billing is not permitted by Applicable Laws or Third Party Payer requirements or policies; or (ii) NMC receives reimbursement for the provision of Services on a non-fee-for-service basis, including, but not limited to, reimbursement paid to NMC pursuant to a capitated, diagnostic related group

("DRG"), per diem, all-inclusive, or other such bundled or consolidated billing arrangement (such as TC testing for certain hospital inpatient services reimbursable by Medicare); or (iii) NMC receives reimbursement for the provision of Services pursuant to Ambulatory Payment Classifications ("APCs") through the Center for Medicare and Medicaid Services' ("CMS") Hospital Outpatient Prospective Payment System (such as TC testing for certain hospital outpatient services reimbursable by Medicare); or (iv) NeoGenomics is not contracted with a Third Party Payer and NMC is otherwise eligible to be reimbursed from such Third Party Payer for the Services ordered on a fee-for-service basis ("NMC-Billed Services"). In all such cases, NMC will notify NeoGenomics of such billing arrangements by indicating that NMC should be billed on the Requisition Form for the Services ordered. NMC will be solely responsible for billing and collecting payments from all Third Party Payers for all NMC-Billed Services. NMC will comply at all times with all Applicable Laws, as well as applicable Third Party Payer requirements, rules and guidelines pertaining to the billing and collecting of NMC Billed Services. NeoGenomics agrees that it will not bill or collect from any Third Party Payers for any NMC-Billed Services and will look solely to NMC for payment, in accordance with Section B.2 below.

2. NeoGenomics Invoices to NMC. For all NMC-Billed Services, whether designated as such by NMC or indicated by the Billing Information or other information provided to NeoGenomics, NeoGenomics will prepare and submit an invoice to NMC no more frequently than weekly in accordance with the Fee Schedule. Each invoice will identify each patient, the NMC-Billed Services performed on each such patient, and other information as reasonably agreed to by the Parties. NeoGenomics may update the Fee Schedule to add additional Services or provide for new or modified CPT Codes via an amendment signed by both parties. NMC further understands and acknowledges that NeoLabs purchased Clariant on December 30, 2015, and during the period when NeoLabs is integrating Clariant's LIS and billing systems into the NeoLabs LIS and billing systems, NMC may get separate invoices from both NeoLabs and Clariant, depending on the system on which any ordered Services were performed, and hereby consents to receiving separate invoices from NeoLabs and Clariant so long as each separate and distinct Service is only billed by one of the laboratory entities.

III. Additional Provisions

A. Regulatory Compliance

1. Compliance with Laws. In the performance of their respective duties and responsibilities pursuant to this Agreement, the Parties will comply with the requirements of all Applicable Laws, including, without limitation, those respecting the licensure and regulation of clinical laboratories and physician practice. NeoGenomics and NMC, as applicable, will maintain their respective laboratory licenses in good standing at all times during the Term of this Agreement. In addition, the Parties have not and shall not take any action, directly or indirectly, in violation of any applicable fraud and abuse laws, including, without limitation, 18

U.S.C. §287 (“False Claims Act”), 42 U.S.C. §1320a-7b *et. seq.* (“Federal Anti-kickback Statute”), 42 U.S.C. §1395nn (“Stark Law”), and the applicable regulations and reimbursement guidance published by the U.S. Department of Health and Human Services (“DHHS”) and state agencies responsible for administering the Medicaid program, as well as similar state laws that prohibit health care providers and facilities from paying or receiving remuneration in exchange for the referral of health care goods or services, restrict financial relationships between physicians and health care providers to whom they refer patients or specimens, and provide for sanctions against physicians and health care providers for engaging in acts or omissions that violate state licensure and health care laws and regulations. The Parties acknowledge and agree that the price for the Services to be sold by NeoGenomics and purchased by NMC pursuant to this Agreement shall be not less than the fair market value, as such term is defined under Applicable Laws, for similar goods and services without regard to the volume or value of referrals between the parties.

2. Privacy and Security. NeoGenomics and NMC shall comply with all Applicable Laws governing the privacy, confidentiality and security of health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Subpart A, and 45 CFR 164, Subpart E (“Privacy Regulations”), the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”). Each Party acknowledges and agrees that the terms of this Agreement do not create a relationship that qualifies as a business associate relationship, as the Parties will both be providing treatment services to applicable individuals as a “health care provider” (as defined under HIPAA) and thus each Party serves as a “covered entity” (as defined under HIPAA). Notwithstanding the foregoing, each Party shall provide the other party with such information as reasonably necessary to perform their respective functions under this Agreement.
3. Participation in Federal Health Care Programs. NeoGenomics and NMC, and each of their officers, directors, and employees are, and under this Agreement will be, eligible to participate in the federal and state health care programs, and neither NeoGenomics nor NMC, nor any of their officers, directors, or employees are, nor under this Agreement will be, debarred, suspended, or excluded by the DHHS Office of the Inspector General (“OIG”) as set forth on the Cumulative Sanctions Report or excluded by the General Services Administration as set forth on the List of Excluded Providers. In the event that a Party, or any director, officer, or employee of such Party, becomes debarred, suspended, or excluded or otherwise ineligible to participate in any federal or state health care program, such Party will

promptly notify the other Party and take such actions as are necessary to ensure compliance with the requirements of this Section 3.3. If such Party is not in compliance within thirty (30) days of such notice, the other Party will have the right to immediately terminate this Agreement.

4. Access to Books and Records. If the value or cost of Services rendered to NMC pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(i) of the Social Security Act, NeoGenomics agrees that at least for four (4) years after the furnishing of such Services, it will, upon written request, make available to the Secretary of DHHS (“Secretary”), the Comptroller General of the U.S., or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. In the event NeoGenomics enters into an agreement with a subcontractor to provide any of the Services set forth herein the value of which is \$10,000 or more over a twelve (12) month period, NeoGenomics and subcontractor will enter into an agreement which contains the same right to access books, documents, and records as set forth in this Section 3.4, and such provision will survive the termination or expiration of this Agreement.

5. Representations of NMC. In connection with the Services to be provided by NeoGenomics pursuant to this Agreement, NMC represents and warrants the following with respect to each specimen referred for testing Services to NeoGenomics at the time referred:
 - (a) All Services requested by NMC will have been ordered by the Authorized Person duly noted on the Requisition Form and such Authorized Person will have been licensed to practice medicine (or such other allied health professional practice) in the state where the specimen originated and authorized under Applicable Laws to order such Services;
 - (b) All Services ordered by NMC will have been duly ordered by an Authorized Person who is not excluded, suspended or debarred from participation in the Medicare, Medicaid, or any other federal health care benefit program and is not excluded, suspended, or debarred from participation in federal government contract programs by the General Services Administration or by any other federal agency;
 - (c) All Services ordered by NMC shall have been determined by the Authorized Person to be medically necessary and duly
 - (d) All informed consents from, or notifications to, the patient or the patient’s authorized representative required by Applicable Laws for NeoGenomics to perform the Services ordered shall have been obtained by NMC;
 - (e) In the event NMC is responsible for performing the PC of a Service for which NeoGenomics is responsible for performing the TC, all PC interpretations will have been performed by a duly trained, qualified, and licensed Authorized Person;

- (f) All Services ordered by NMC will have been ordered by an Authorized Person who is credentialed to participate in the Third Party Payer program represented on the Requisition Form as the applicable Third Party Payer; and
- (g) In the event that NeoGenomics has performed the TC of a test and NMC is unable or unwilling to issue a final test report with a professional interpretation, NMC agrees that it will promptly inform NeoGenomics that an interpretative report was not issued for such test. In such instance, NMC agrees that NeoGenomics may bill NMC for such technical component workup pursuant to Section B.

EXHIBIT B

NeoGenomics Fee Schedule



Fee Schedule for: Natividad Medical Center

Effective Date: 8/1/2017

Client Number(s): 12399;241521

Territory Business Manager Ty Varing

Test Name	CPT/s	Units	List Price	Standard Discount Rate ⁽³⁾	Preferred Rate ⁽¹⁾⁽⁴⁾
FLOW CYTOMETRY					
10 COLOR FLOW CYTOMETRY					
10 Color Flow Cytometry - General Pricing					
Technical Component - Up to 24 Markers	88184, 88185	1	1,650.00	418.00	338.00
Additional Markers > 24 (per marker)	88185		67.00	14.00	12.00
Flow Interpretation*	88187, 88188, 88189	1	150.00	150.00	75.00 ⁽²⁾
10 Color Flow Cytometry Special Pricing					
Flow Profile PNH Tech (8)	88184, 88185	8	578.00	269.00	175.00
Flow Profile ZAP70 Tech (5)	88184, 88185	5	377.00	227.00	139.00
Flow Profile DNA Global	88182	1	311.00	204.00	97.00
Examples Include, but are not limited to:					
Flow Profile BM Tech-Only (31)		31	2,119.00	516.00	422.00
Flow Profile Blood Tech-Only (28)		28	1,918.00	474.00	386.00
Flow Profile BM Global(31)		31	2,269.00	666.00	497.00
Flow Profile Blood Global(28)		28	2,068.00	624.00	461.00
CYTOGENETICS					
Cytogenetic Study (excl Interp)	88237 or 88233 or 88235 or 88239, + 88261 or 88262 or 88264, + 88280, +88285	1	543.00	446.00	421.00
No Growth		1	90.00	90.00	90.00
Cytogenetics Interpretation	88291	1	35.00	35.00	30.00 ⁽²⁾
FISH					
MANUAL					
FISH Manual - Tech Only (Initial Single Probe Staining Procedure)	88368TC	1	222.00	156.00	146.00
FISH Manual - Interp (Initial Single Probe Staining Procedure)	88368PC	1	78.00	61.00	56.00 ⁽²⁾
FISH Manual - Global (Initial Single Probe Staining Procedure)	88368	1	300.00	217.00	202.00
FISH Manual - Tech Only (Addn'l Single Probe Staining Procedure)	88369TC	1	222.00	156.00	146.00
FISH Manual - Interp (Addn'l Single Probe Staining Procedure)	88369PC	1	78.00	61.00	56.00
FISH Manual - Global (Addn'l Single Probe Staining Procedure)	88369	1	300.00	217.00	202.00 ⁽²⁾
FISH Manual - Tech Only (Each Multiplex Probe Staining Procedure)	88377TC	1	444.00	312.00	292.00
FISH Manual - Interp (Each Multiplex Probe Staining Procedure)	88377PC	1	156.00	122.00	112.00
FISH Manual - Global (Each Multiplex Probe Staining Procedure)	88377	1	600.00	434.00	404.00
AUTOMATED					
FISH Auto - Tech (Initial Single Probe Staining Procedure)	88367TC	1	222.00	188.00	178.00
FISH Auto - Interp (Initial Single Probe Staining Procedure)	88367PC	1	78.00	58.00	53.00 ⁽²⁾
FISH Auto - Global (Initial Single Probe Staining Procedure)	88367	1	300.00	246.00	231.00
FISH Auto - Tech (Addn'l Single Probe Staining Procedure)	88373TC	1	222.00	188.00	178.00
FISH Auto - Interp (Addn'l Single Probe Staining Procedure)	88373PC	1	78.00	58.00	53.00
FISH Auto - Global (Addn'l Single Probe Staining Procedure)	88373	1	300.00	246.00	231.00 ⁽²⁾
FISH Auto - Tech (Each Multiplex Probe Staining Procedure)	88374TC	1	444.00	376.00	356.00
FISH Auto - Interp (Each Multiplex Probe Staining Procedure)	88374PC	1	156.00	116.00	106.00 ⁽²⁾
FISH Auto - Global (Each Multiplex Probe Staining Procedure)	88374	1	600.00	492.00	462.00

Test Name	CPT/s	Units	List Price	Discount Rate ⁽¹⁾	Preferred Rate ^{(1) (4)}
BLADDER CANCER					
Manual Bladder Cancer FISH					
Bladder Cancer FISH Tech (4 probes) - Manual Read	88120TC	1	600.00	600.00	600.00
Bladder Cancer FISH Interp. (4 Probes) - Manual Read	88120PC	1	100.00	100.00	100.00 ⁽²⁾
Bladder Cancer FISH Global (4 Probes) - Manual Read	88120	1	700.00	700.00	700.00
Auto Bladder Cancer FISH					
Bladder Cancer FISH Tech (4 probes) - Auto Read	88121TC	1	600.00	600.00	600.00
Bladder Cancer FISH Interp (4 Probes) - Auto Read	88121PC	1	100.00	100.00	100.00 ⁽²⁾
Bladder Cancer FISH Global (4 Probes) - Auto Read	88121	1	700.00	700.00	700.00
ANATOMIC PATHOLOGY ⁽³⁾					
Blood Smear Interp	85060	1	80.00	51.00	21.00
Bone Marrow Interp	85097	1	100.00	96.00	91.00
Cytopathology, Concentration Technique	88108	1	122.00	122.00	122.00
Cytopathology, Concentration Technique Tech	88108TC	1	69.00	69.00	69.00
Surgical Pathology	88305	1	140.00	120.00	100.00
Surgical Pathology Tech	88305TC	1	85.00	77.00	68.00
Decalcification	88311	1	70.00	45.00	19.00
Decalcification Tech	88311TC	1	18.00	13.00	7.00
Special Stain	88312	1	140.00	118.00	96.00
Special Stain Tech	88312TC	1	86.00	80.00	73.00
Tissue Special Stain	88313	1	120.00	98.00	75.00
Tissue Special Stain Tech	88313TC	1	68.00	65.00	61.00
Histo/CytoChemistry to ID Enzyme	88314	1	125.00	125.00	125.00
Histo/Cytochemistry to ID Enzyme Tech	88314TC	1	72.00	72.00	72.00
CytoChemistry	88319	1	174.00	174.00	174.00
Cytochemistry Tech	88319TC	1	120.00	120.00	120.00
Consult	88321	1	250.00	188.00	125.00
Professional Consult	88323	1	430.00	323.00	215.00
Professional Consult Tech	88323TC	1	214.00	161.00	107.00
Comprehensive Consult	88325	1	435.00	435.00	435.00
IHC Qualitative; addn'l stain procedure	88341	1	135.00	115.00	94.00
IHC Qualitative; addn'l stain procedure Tech	88341TC	1	90.00	74.00	58.00
IHC Qualitative; per specimen; initial single antibody stain	88342	1	135.00	115.00	94.00
IHC Qualitative; per specimen; initial single antibody stain Tech	88342TC	1	90.00	74.00	58.00
IHC Qualitative; per specimen; multiplex antibody stain	88344	1	338.00	309.00	280.00
IHC Qualitative; per specimen; multiplex antibody stain Tech	88344TC	1	225.00	199.00	173.00
PD-L1 (KEYTRUDA, OPDIVO, TECENTRIQ), Glo	88360	1	200.00	156.00	112.00
PD-L1 (KEYTRUDA, OPDIVO, TECENTRIQ), Tech	88360TC	1	140.00	103.00	66.00
IHC Quantitative	88360	1	150.00	131.00	112.00
IHC Quantitative Tech	88360TC	1	90.00	78.00	66.00
IHC Morphometric Analysis, computer assist, Glo	88361	1	180.00	162.00	143.00
IHC Morphometric Analysis, computer assist, Tech	88361TC	1	120.00	107.00	93.00
Cytopathology, Selective Cellular Enhancement, Global	88112	1	140.00	140.00	140.00
Cytopathology, Selective Cellular Enhancement	88112TC	1	67.00	67.00	67.00
IHC by ISH	88365/ 88364	1	210.00	179.00	148.00
IHC by ISH TC	88365TC/ 88364TC	1	146.00	128.00	110.00
HPV ISH	88365/ 88364	1	210.00	179.00	148.00
HPV ISH, Tech	88365TC/ 88364TC	1	146.00	128.00	110.00
MOLECULAR PATHOLOGY TESTING ⁽³⁾					
ABL1 Kinase Domain Mutation Analysis (BI-directional Sequencing)	81170	1	490.00	490.00	490.00
Androgen Receptor Mutation Analysis	81405	1	320.00	320.00	320.00
ALK Mutation Analysis	81479	1	390.00	390.00	390.00
ASXL1 Mutation Analysis	81479	1	600.00	600.00	600.00
ATRX Mutation Analysis	81479	1	390.00	390.00	390.00
BCR-ABL1 Standard p210,p190			450.00	450.00	450.00
<i>Quantitative BCR/ABL, t(9;22) Major (p210) for CML</i>	81206	1	250.00	250.00	250.00
<i>Quantitative BCR/ABL, t(9;22) Minor (p190) for ALL</i>	81207	1	200.00	200.00	200.00
BCR-ABL1 Non-Standard p230	81208	1	275.00	275.00	275.00
B-Cell Gene Rearrangement (Fragment Length Analysis)			547.00	547.00	547.00
<i>IgK Gene Rearrangement</i>	81264	1	296.00	296.00	296.00
<i>IgH Gene Rearrangement</i>	81261	1	251.00	251.00	251.00
T-Cell Receptor Beta Gene Rearrangement	81340	1	569.00	569.00	569.00
TCR Beta/MRD by NGS	81340	1	560.00	560.00	560.00
T-Cell Receptor Gamma Gene Rearrangement	81342	1	300.00	300.00	209.00
TCR Gamma/MRD by NGS	81342	1	300.00	300.00	300.00
B&T-Cell Gene Rearrangement (Fragment Length Analysis)			847.00	847.00	756.00
<i>IgK Gene Rearrangement</i>	81264	1	296.00	296.00	296.00

Test Name	CPT/s	Units	List Price	Discount Rate ⁽¹⁾	Preferred Rate ⁽¹⁾⁽⁴⁾
<i>IgH Gene Rearrangement</i>	81261	1	251.00	251.00	251.00
<i>T-Cell Receptor Gamma Gene Rearrangement</i>	81342	1	300.00	300.00	209.00
BCL-1 Translocation t(11;14)	81401	1	345.00	345.00	345.00
BCL-2 Translocation t(14;18)	81402	1	315.00	315.00	315.00
BRCA1/2 Mutation & Del/Dup Analysis	81162	1	2,490.00	2,490.00	2,490.00
BRCA1 Mutation & Del/Dup Analysis	81214	1	1,300.00	1,300.00	1,300.00
BRCA2 Mutation & Del/Dup Analysis	81216	1	1,300.00	1,300.00	1,300.00
BRAF Mutation Analysis (Bi-directional Sequencing)	81210	1	200.00	200.00	200.00
BRAF THxID	81210	1	950.00	950.00	600.00
KRAS Mutation Analysis (Bi-directional Sequencing)	81275, 81276	1	433.00	433.00	433.00
KRAS Therascreen	81479	1	812.00	812.00	812.00
KRAS/BRAF Mutation Analysis (Bi-directional Sequencing)			633.00	633.00	633.00
<i>KRAS Mutation Analysis (Bi-directional Sequencing)</i>	81275, 81276	1	433.00	433.00	433.00
<i>BRAF Mutation Analysis (Bi-directional Sequencing)</i>	81210	1	200.00	200.00	200.00
KRAS Exon 4 Mutation Analysis	81276	1	433.00	433.00	433.00
BTK Mutation Analysis (single gene assay)	81479	1	390.00	390.00	390.00
BTK Inhibitor Acquired Resistance Panel	81479	2	780.00	780.00	780.00
BTK Inhibitor Primary Susceptibility Panel	81479	4	1,560.00	1,560.00	1,560.00
CALR Mutation Analysis	81219	1	280.00	280.00	280.00
CARD11 Mutation Analysis	81479	1	390.00	390.00	390.00
CBL Mutation Analysis	81479	1	433.00	433.00	433.00
CD79B Mutation Analysis	81479	1	425.00	425.00	425.00
CEBPA Mutation Analysis (Bi-directional Sequencing)	81218	1	358.00	358.00	358.00
KIT (c-KIT) Mutation Analysis	81272	1	304.00	304.00	304.00
Hereditary Cancer Comprehensive Panel	81432	1	3,000.00	3,000.00	3,000.00
MET (c-MET) Mutation Analysis	81479	1	450.00	450.00	450.00
C5F3R Mutation Analysis	81479	1	490.00	490.00	490.00
CXCR4 Mutation Analysis (Bi-directional Sequencing)	81479	1	390.00	390.00	390.00
DNMT3A Mutation Analysis (Bi-directional Sequencing)	81479	1	275.00	275.00	275.00
EGFR Mutation Analysis (Bi-directional Sequencing)	81235	1	443.00	443.00	443.00
EGFR Mutation Analysis (Cobas)	81235	1	1,316.00	1,316.00	1,292.00
EGFR vIII Analysis	81479	1	600.00	600.00	500.00
EGFR T790M Germline Mutation Analysis	81235	1	443.00	443.00	443.00
EPCAM Mutation & Del/Dup Analysis	81403	1	390.00	390.00	390.00
ETV6 Mutation Analysis	81479	1	460.00	460.00	460.00
ETV6-RUNX1 (TEL-AML1) Translocation, t(12;21)	81401	1	345.00	345.00	345.00
EZH2 Mutation Analysis	81479	1	750.00	750.00	750.00
FLT3 (incl D385) Mutation Analysis (Bi-directional Seq & Fragment Leng	81245, 81246	1	300.00	300.00	300.00
GNAS Mutation Analysis	81479	1	500.00	500.00	500.00
Hereditary Cancer Susceptibility for Pediatrics	81450	1	2,100.00	2,100.00	2,100.00
Hereditary DNA Repair Panel for Prostate Cancer	81445	1	2,000.00	2,000.00	2,000.00
HOXB13 Genotyping	81479	1	175.00	175.00	175.00
HRA5 Mutation Analysis(Bi-directional Sequencing)	81403	1	500.00	500.00	500.00
HSD3B1 Genotyping	81479	1	200.00	200.00	200.00
IDH1 and IDH2 Mutations Analysis (Bi-directional Sequencing)	81403	2	265.00	265.00	265.00
IgH Clonality/MRD by NGS	81263	1	547.00	547.00	547.00
IgVH Mutation Analysis	81263	1	417.00	417.00	417.00
Inherited Bone Marrow Failure Panel	81455	1	5,100.00	5,100.00	5,000.00
inv(16) CBFβ-MYH11 Translocation	81401	1	275.00	275.00	275.00
JAK2 V617F Mutation Analysis	81270	1	290.00	290.00	150.00
JAK2 EXON 12-14 Mutation Analysis (Bi-directional Seq)	81403	1	350.00	350.00	350.00
JAK2 V617F with reflex to EXON 12-14 Mutation Analysis (Bi-Directional	81270, 81403	2	425.00	425.00	425.00
Lynch Syndrome (include EPCAM, MLH1,MSH2, MSH6, PMS2)	81445	1	1,800.00	1,800.00	1,800.00
MET Exon 14 Deletion Analysis *	81479	1	450.00	450.00	450.00
MGMT Promoter Methylation Analysis	81287	1	320.00	320.00	320.00
MicroSatellite Instability Analysis (Fragment Length Analysis)	81301	1	536.00	536.00	536.00
MLH1 Mutation & Del/Dup Analysis	81292, 81294	2	780.00	780.00	780.00
MLH1 Promoter Methylation Analysis	81288	1	360.00	360.00	360.00
MPL Mutation Analysis (Bi-directional Sequencing)	81402	1	221.00	221.00	221.00
MPN Standard Reflex Panel (Bi-directional Sequencing)			861.00	861.00	721.00
<i>JAK2 EXON 12-14 Mutation Analysis (Bi-directional Seq)</i>	81403	1	350.00	350.00	350.00
<i>JAK2 V617F Mutation Analysis</i>	81270	1	290.00	290.00	150.00
<i>MPL Mutation Analysis (Bi-directional Sequencing)</i>	81402	1	221.00	221.00	221.00
MPN Extended Reflex Panel			1,141.00	1,141.00	1,001.00
<i>JAK2 EXON 12-14 Mutation Analysis (Bi-directional Seq)</i>	81403	1	350.00	350.00	350.00
<i>JAK2 V617F Mutation Analysis</i>	81270	1	290.00	290.00	150.00
<i>CALR Mutation Analysis</i>	81219	1	280.00	280.00	280.00
<i>MPL Mutation Analysis (Bi-directional Sequencing)</i>	81402	1	221.00	221.00	221.00
MSH2 Mutation & Del/Dup Analysis	81295, 81297	2	780.00	780.00	780.00
MSH6 Mutation & Del/Dup Analysis	81298, 81300	2	780.00	780.00	780.00
MYD88 Mutation Analysis	81479	1	290.00	290.00	290.00
NGS ALK, NTRK, RET, ROS1 Fusion Profile	81445	1	800.00	800.00	800.00
NGS ALK, RET, ROS1 Fusion Profile	81404, 81479X2		800.00	800.00	800.00

Test Name	CPT/s	Units	List Price	Discount Rate ⁽¹⁾	Preferred Rate ^{(1) (4)}
NGS Comprehensive Sarcoma Fusion Profile	81445	1	2,500.00	2,500.00	2,500.00
NGS Ewing Sarcoma Fusion Profile	81479	1	390.00	390.00	390.00
NGS Non-Ewing Sarcoma Fusion Profile	81445	1	2,200.00	2,200.00	2,200.00
NGS Pediatric Sarcoma Fusion Profile	81445	1	1,800.00	1,800.00	1,800.00
NGS Rhabdomyosarcoma Fusion Profile	81479	3	1,170.00	1,170.00	1,170.00
NGS Thyroid Fusion Profile	81405, 81479x2	3	800.00	800.00	800.00
NOTCH1 Mutation Analysis (Fragment Length Analysis)	81407	1	900.00	900.00	900.00
NPM1 Mutation Analysis (Fragment Length Analysis)	81310	1	300.00	300.00	300.00
NRAS Mutation Analysis (Bi-Directional Sequencing)	81311	1	340.00	340.00	340.00
PDGFRA Mutation Analysis	81314	1	500.00	500.00	500.00
PIK3CA Mutation Analysis (Bi-Directional Sequencing)	81404	1	450.00	450.00	450.00
PLC-Gamma-2 Mutation Analysis	81479	1	390.00	390.00	390.00
PML-RARA Translocation, t(15;17)	81315	1	325.00	325.00	325.00
PMS2 Mutation & Del/Dup Analysis	81317, 81319	2	780.00	780.00	780.00
PTEN Mutation Analysis	81321	1	500.00	500.00	500.00
PTPN11 Mutation Analysis	81406	1	320.00	320.00	320.00
RA5/RAF Panel			1,300.00	1,300.00	1,300.00
<i>BRAF Mutation Analysis (Bi-directional Sequencing)</i>	81210	1			
<i>KRAS Mutation Analysis (Bi-directional Sequencing)</i>	81275, 81276	1			
<i>NRAS Mutation Analysis (Bi-Directional Sequencing)</i>	81311, 81403	1			
<i>HRAS Mutation Analysis (Bi-directional Sequencing)</i>	81403	1			
RHOA Mutation Analysis	81479	1	200.00	200.00	200.00
RUNX1 Mutation Analysis	81401	1	900.00	900.00	900.00
RUNX1-RUNX1T1 (AML1-ETO) Translocation, t(8;21)	81401	1	210.00	210.00	210.00
SETBP1 Gene Mutation Analysis	81479	1	175.00	175.00	175.00
SF3B1 Mutation Analysis (Bi-Directional Sequencing)	81479	1	320.00	320.00	320.00
SRSF2 Mutation Analysis (Bi-Directional Sequencing)	81479	1	390.00	390.00	390.00
STAT3 Mutation Analysis	81405	1	490.00	490.00	490.00
TERT Promoter Mutation Analysis*	81479	1	200.00	200.00	200.00
TET2 Mutation Analysis	81479	1	900.00	900.00	900.00
TP53 Mutation Analysis (Bi-Directional Sequencing)	81405	1	900.00	900.00	900.00
TPMT Genotyping	81401	1	150.00	150.00	150.00
U2AF1 Mutation Analysis	81479	1	420.00	420.00	420.00
UGT1A1 Genotyping	81350	1	80.00	80.00	80.00
Universal Fusion/Expression Profile (Pan Cancer)	81455	1	1,930.00	1,930.00	1,930.00
WT1 Mutation Analysis (Bi-Directional Sequencing)	81479	1	350.00	350.00	350.00
ZRSR2 Mutation Analysis	81479	1	600.00	600.00	600.00

NeoTYPE™ ⁽⁵⁾

Hematologic Profiles

NeoTYPE™ AITL/Peripheral T-Cell Lymphoma Profile	81403x2, 81479x3	1,640.00
NeoTYPE™ AML Favorable-Risk Profile	81245, 81246, 81272, G0452	405.00
NeoTYPE™ AML Prognostic Profile	81210, 81245, 81272, 81275, 81276x2, 81310, 81311, 81401, 81403x4, 81450, G0452	1,630.00
NeoTYPE™ CLL Prognostic Profile	81263, 81405, 81407, 81479x2, 88374x4, G0452	2,378.00
NeoTYPE™ JMML Profile	81245, 81450, G0452	1,630.00
NeoTYPE™ Liposarcoma Fusion Profile	81479x4, 88374x1 or 88377x1	2,022.00
NeoTYPE™ Lymphoma Profile	81401, 81402, 81404, 81406, 81479x4, G0452	830.00
NeoTYPE™ MDS/CMML Profile	81210, 81245, 81272, 81275, 81276x2, 81310, 81311, 81401, 81403x4, 81450, G0452	2,430.00
NeoTYPE™ MPN Profile	81219, 81245, 81450, G0452	2,430.00
NeoTYPE™ Myeloid Disorders Profile	81210, 81219, 81245, 81275, 81276x2, 81310, 81311, 81401, 81403x4, 81455, G0452	2,630.00

Solid Tumor Profiles

NeoTYPE™ Brain Tumor Profile	81210, 81235, 81287, 81403x2, 81445, 81479x2, 88360, 88377x7, G0452	4,370.00
NeoTYPE™ Breast Tumor Profile*	81210, 81272, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88374, 88377x2, G0452	2,812.00
NeoTYPE™ Cervical Tumor Profile	81210, 81235, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88377x2, G0452	2,350.00

Test Name	CPT/s	Units	List Price	Discount Rate ⁽¹⁾	Preferred Rate ^{(1) (4)}
NeoTYPE™ Colorectal Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81288, 81301, 81311, 81321, 81403x2, 81445, 88360, 88377x2, G0452				2,950.00
NeoTYPE™ Endometrial Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81301, 81311, 81321, 81403x2, 81445, 88360, 88377x2, G0452				2,350.00
NeoTYPE™ Esophageal Tumor Profile	81210, 81272, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88374, 88377x2, G0452				2,812.00
NeoTYPE™ Gastric Tumor Profile	81210, 81272, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88374, 88377x2, G0452				2,812.00
NeoTYPE™ GI Predictive Profile	81210, 81275, 81276x2, 81301, 81311, 81403x2, 88360x1, 88374x1, G0452				2,440.00
NeoTYPE™ GIST Profile	81210, 81272, 81445, 88360, G0452				642.00
NeoTYPE™ Head & Neck Tumor Profile	81210, 81275, 81276x2, 81311, 81321, 81403x4, 81445, 87623, 87624, 88360, 88377x2, G0452				2,994.00
NeoTYPE™ Liver/Biliary Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81311, 81321, 81403x4, 81445, 88360, 88377x2, G0452				2,550.00
NeoTYPE™ Lung Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 81479, 88360, 88374, 88377x5, G0452				4,249.00
NeoTYPE™ Melanoma Profile	81210, 81235, 81272, 81311, 81403, 81445, 81479, 88360, 88377, G0452				1,546.00
NeoTYPE™ Other Solid Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81311, 81321, 81403x4, 81445, 88360, 88377x2, G0452				2,550.00
NeoTYPE™ Ovarian Tumor Profile*	81210, 81235, 81272, 81275, 81276x2, 81311, 81321, 81403x4, 81445, 88360, 88377x2, G0452				2,150.00
NeoTYPE™ Pancreas Tumor Profile*	81162 (If opting out of BRCA1/2 testing do not use 81162), 81301, 81311, 81403, 81445, 88360, 88377x3, G0452				3,112.00
NeoTYPE™ Soft Tissue Tumor Profile	81210, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88377x2, G0452				2,150.00
NeoTYPE™ Precision Profile for Solid Tumor	81210, 81245, 81275, 81276x2, 81310, 81311, 81321, 81403x4, 81445, 88360, G0452				2,742.00
NeoTYPE™ Thyroid Profile	81210, 81275, 81276x2, 81311, 81403x2, 81445, 81479, 88360, 88377x2, G0452				2,250.00
NeoTYPE™ Discovery Profile for Solid Tumors	81455, 88342, 88374, 88377x8, G0452				5,000.00
NeoArray™ SNP/Cytogenetic Profile	81229, G0452				1,600.00
NeoType™ Molecular Pathology Interpretation & Rprt * BRCA Additional when Performed	G0452				30.00
NeoTYPE™⁽⁵⁾ FISH TECH ONLY					
Hematologic Profiles					
NeoTYPE™ AML Favorable-Risk Profile	81245, 81246, 81272, G0452				405.00
NeoTYPE™ AML Prognostic Profile	81210, 81245, 81272, 81275, 81276x2, 81310, 81311, 81401, 81403x4, 81450, G0452				1,630.00
NeoTYPE™ CLL Prognostic Profile	81263, 81405, 81407, 81479x2, 88374TCx4, G0452				1,954.00
NeoTYPE™ JMML Profile	81245, 81450, G0452				1,630.00
NeoTYPE™ Liposarcoma Fusion Profile	81479x4, 88374TCx1 or 88377TCx1				1,916.00

Test Name	CPT/s	Units	List Price	Discount Rate ⁽¹⁾	Preferred Rate ^{(1) (4)}
NeoTYPE™ Lymphoma Profile	81401, 81402, 81404, 81406, 81479x4, G0452				830.00
NeoTYPE™ MDS/CMML Profile	81210, 81245, 81272, 81275, 81276x2, 81310, 81311, 81401, 81403x4, 81450, G0452				2,430.00
NeoTYPE™ MPN Profile	81219, 81245, 81450, G0452				2,430.00
NeoTYPE™ Myeloid Disorders Profile	81210, 81219, 81245, 81275, 81276x2, 81310, 81311, 81401, 81403x4, 81455, G0452				2,630.00
Solid Tumor Profiles					
NeoTYPE™ Brain Tumor Profile	81210, 81235, 81287, 81403x2, 81445, 81479x2, 88360, 88377TCx7, G0452				3,586.00
NeoTYPE™ Breast Tumor Profile*	81210, 81272, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88374TC, 88377TCx2, G0452				2,482.00
NeoTYPE™ Cervical Tumor Profile	81210, 81235, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88377TCx2, G0452				2,126.00
NeoTYPE™ Colorectal Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81288, 81301, 81311, 81321, 81403x2, 81445, 88360, 88377TCx2, G0452				2,726.00
NeoTYPE™ Endometrial Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81301, 81311, 81321, 81403x2, 81445, 88360, 88377TCx2, G0452				2,126.00
NeoTYPE™ Esophageal Tumor Profile	81210, 81272, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88374TC, 88377TCx2, G0452				2,482.00
NeoTYPE™ Gastric Tumor Profile	81210, 81272, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88374TC, 88377TCx2, G0452				2,482.00
NeoTYPE™ GI Predictive Profile	81210, 81275, 81276x2, 81301, 81311, 81403x2, 88360x1, 88374TCx1, G0452				2,334.00
NeoTYPE™ GIST Profile	81210, 81272, 81445, 88360, G0452				2,304.00
NeoTYPE™ Head & Neck Tumor Profile	81210, 81275, 81276x2, 81311, 81321, 81403x4, 81445, 87623, 87624, 88360, 88377TCx2, G0452				2,770.00
NeoTYPE™ Liver/Biliary Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81311, 81321, 81403x4, 81445, 88360, 88377TCx2, G0452				2,326.00
NeoTYPE™ Lung Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 81479, 88360, 88374TC, 88377TCx5, G0452				3,583.00
NeoTYPE™ Melanoma Profile	81210, 81235, 81272, 81311, 81403, 81445, 81479, 88360, 88377TC, G0452				1,434.00
NeoTYPE™ Other Solid Tumor Profile	81210, 81235, 81272, 81275, 81276x2, 81311, 81321, 81403x4, 81445, 88360, 88377TCx2, G0452				2,326.00
NeoTYPE™ Ovarian Tumor Profile*	81210, 81235, 81272, 81275, 81276x2, 81311, 81321, 81403x4, 81445, 88360, 88377TCx2, G0452				1,926.00
NeoTYPE™ Pancreas Tumor Profile*	81162 (If opting out of BRCA1/2 testing do not use 81162), 81301, 81311, 81403, 81445, 88360, 88377TCx3, G0452				2,782.00
NeoTYPE™ Soft Tissue Tumor Profile	81210, 81275, 81276x2, 81311, 81321, 81403x2, 81445, 88360, 88377TCx2, G0452				1,926.00

Test Name	CPT/s	Units	List Price	Discount Rate ⁽¹⁾	Preferred Rate ^{(1) (4)}
NeoTYPE™ Precision Profile for Solid Tumor	81210, 81245, 81275, 81276x2, 81310, 81311, 81321, 81403x4, 81445, 88360, G0452				2,742.00
NeoTYPE™ Thyroid Profile	81210, 81275, 81276x2, 81311, 81403x2, 81445, 81479, 88360, 88377Cx2, G0452				2,026.00
NeoType™ Molecular Pathology Interpretation & Rprt	G0452				30.00
NeoLAB™ LIQUID BIOPSY					
NeoLAB™ AML Profile- Liquid Biopsy	81210, 81245, 81272, 81275, 81276x2, 81310, 81311, 81401, 81403x4, 81450, G0452				1,630.00
NeoLAB™ BTK Inhibitor Acquired Resistance Panel-Liquid Biopsy	81479x2				780.00
NeoLAB™ c-kit Mutation Analysis- Liquid Biopsy	81272				304.00
NeoLAB™ EGFR T790M - Liquid Biopsy	81235				443.00
NeoLAB™ FLT3 Mutation Analysis- Liquid Biopsy	81245, 81246				300.00
NeoLAB™ IDH1 Mutation Analysis- Liquid Biopsy	81403				132.50
NeoLAB™ IDH2 Mutation Analysis- Liquid Biopsy	81403				132.50
NeoLAB™ inv(16) CBF8-MYH11 Translocation- Liquid Biopsy	81401				275.00
NeoLAB™ KRAS Mutation Analysis- Liquid Biopsy	81275, 81276				433.00
NeoLAB™ MDS/CMML Profile- Liquid Biopsy	81210, 81245, 81272, 81275, 81276x2, 81310, 81311, 81401, 81403x4, 81450, G0452				2,430.00
NeoTYPE™ Myeloid Disorders Profile-Liquid Biopsy	81210, 81219, 81245, 81275, 81276, 81310, 81311, 81401, 81403x4, 81455, G0452				2,630.00
NeoLAB™ NPM1 Mutation Analysis- Liquid Biopsy	81310				300.00
NeoLAB™ NRAS Mutation Analysis- Liquid Biopsy	81311				340.00
NeoLAB™ PML-RARA Translocation- Liquid Biopsy	81315				325.00
NeoLAB™ Prostate-Liquid Biopsy	81599				596.00
NeoLAB™ RUNX1-RNX1T1 Translocation- Liquid Biopsy	81401				210.00
NeoLAB™ Solid Tumor Monitor-Liquid Biopsy	81445, G0452				2,742.00
SPECIMEN HOLD OPTIONS					
Flow Cytometry					
Refrigerate and Hold					45.00
Freeze and Hold					90.00
Cytogenetics					
Culture and Hold					90.00
FISH					
Direct Harvest and Hold for FISH					90.00
Molecular Testing					
Freeze and Hold					90.00
Extract Nucleic Acid and Hold					90.00

- (1) Price changes shall be agreed to in writing by both parties by way of an amendment.
(2) All professional interpretation charges will be billed directly to Third Party Payers wherever possible, unless billing information is not provided with the Requisition Form. If billing information is not provided, NeoGenomics will bill Client.
(3) NMC may only order test/services listed in this Fee Schedule. Additional tests/services shall be agreed to in writing by both parties.
(4) Preferred Rates available to those Clients who have signed a Laboratory Services Agreement (LSA) stipulating that NeoGenomics will be Client's Preferred Provider for FISH, flow cytometry, cytogenetics, and molecular testing services (subject to certain exclusions specified in the LSA). Clients that have not signed an agreement with NeoGenomics or who do not wish to utilize NeoGenomics as their Preferred Provider for such testing services will be billed at the Standard Discount Rates.
Molecular analysis is used in conjunction with other methods including cytogenetics, Flow cytometry, and/or FISH. All other services provided at client preferred pricing from published fee schedule.

EXHIBIT C -1

Solid Tumor Requisition

Client Information

Requisition Completed by: _____ Date: _____
 Ordering Physician (please print: Last, First): _____ NPI #: _____
 Treating Physician (please print: Last, First): _____

The undersigned certifies that he/she is licensed to order the test(s) listed below and that such test(s) are medically necessary for the care/treatment of this patient.

Authorized Signature: _____ Date: _____

Billing Information

Required: Please attach Patient Pathology Report. Please include face sheet and front/back of patient insurance/Medicare card ONLY if requesting Neo bill patient insurance.

Specimen Origin (Must Choose 1): Hospital Patient (in/out) Non-Hospital Patient
 Medicare Patient (Must Choose 1): Yes No - If Medicare please indicate Primary Secondary

Bill to: Hospital Client Pathology Group Insurance/Medicare Patient
 See Client Information section for hospital name and address
 Hospital Name: _____

Client agrees that in the event of incorrect designations and NeoGenomics is unable to bill a Third Party Payer under the current rules in effect for such payer, then NeoGenomics is authorized to bill the Client for any such incorrectly designated tests and Client will pay for such charges.

Clinical Information

Diagnosis Code/ICD Code (Required): _____
 Reason for Referral: _____
 New Diagnosis Relapse In Remission Monitoring
 Staging: 0 I II III IV Note: _____

Attach all relevant clinical history, pathology/cytology report(s) and other applicable test report(s)

Testing Services - Please refer to back of requisition for panel/profile descriptions. All panel/profile components can be ordered individually using "Other" space if not listed.
 Reflex options are available with global tests orders only. Tech-only clients must use the test add-on process.

Patient Information

Last Name: _____
 First Name: _____ M.I. _____ Male Female
 Date of Birth: mm / dd / yyyy Medical Record #: _____
 Client represents it has obtained informed consent from patient to perform the services described herein.

Specimen Information

Specimen ID:* _____ Block ID:* _____
 Fixative/Preservative: _____
 Collection Date: mm / dd / yyyy Collection Time: _____ AM PM
 Retrieved Date: mm / dd / yyyy
 Hospital Discharge Date: mm / dd / yyyy

Body Site: _____
 Primary Metastasis - If Metastasis, list Primary: _____
 Peripheral Blood: Green Top(s) _____ Purple Top(s) _____ Other _____
 Fresh Tissue (Media Type required): _____
 Fluid: CSF _____ Pleural _____ Other _____
 FNA cell block: _____
 Smears: Air Dried _____ Fixed _____ Stained (type of stain) _____
 Slides # _____ Unstained _____ Stained _____ H&E
 Paraffin Block(s) #: _____ Choose best block (global testing only)
 Perform tests on all blocks

*NeoGenomics makes every effort to preserve and not exhaust tissue, but in small and thin specimens, there is a possibility of exhausting the specimen in order to ensure adequate material and reliable results.

Breast Marker & GI HER2 Fixation (CAP/ASCO Requirement for Breast)
 Cold ischemic time ≤ 1 hour: Yes No Unknown
 10% neutral buffered formalin: Yes No Unknown
 HER2/ER/PgR Fixation duration 6 to 72 hours: Yes No Unknown

G - Global G-IA - Global with Image Analysis T - Tech-Only/Stain-Only T-IA - Tech-Only with Image Analysis
 T-SQnt - Tech-Only with Semi-Quantitative interpretation by client
 T-Qual - Tech-Only with Qualitative interpretation by client

<p><input type="checkbox"/> Full Consult: We request that a NeoGenomics pathologist select the medically necessary tests for a comprehensive analysis on the materials submitted with this order and render his/her professional interpretation.</p> <p>Differential Diagnosis:</p> <p>_____</p> <p>_____</p>	<p>Breast Cancer</p> <p>G-IA T-IA T</p> <p><input type="checkbox"/> <input type="checkbox"/> ER/PgR/HER2** <input type="checkbox"/> <input type="checkbox"/> ER/PgR/HER2**/Ki67 <input type="checkbox"/> <input type="checkbox"/> ER/PgR/HER2**/Ki67/p53 <input type="checkbox"/> <input type="checkbox"/> Individual Stains: <input type="checkbox"/> ER <input type="checkbox"/> PgR <input type="checkbox"/> HER2** <input type="checkbox"/> Ki67 <input type="checkbox"/> p53 <input type="checkbox"/> Reflex to HER2 FISH <input type="checkbox"/> G <input type="checkbox"/> T if HER2 IHC is: <input type="checkbox"/> 0 <input type="checkbox"/> 1+ <input type="checkbox"/> 2+** <input type="checkbox"/> 3+</p> <p>**For global HER2 IHC with result 2+, NeoGenomics will add global HER2 FISH unless marked here: <input type="checkbox"/> Do not reflex 2+</p> <p>G T</p> <p><input type="checkbox"/> N/A EGFR (Molecular) <input type="checkbox"/> N/A HER2 Equivocal FISH Panel <input type="checkbox"/> <input type="checkbox"/> HER2 (FISH) <input type="checkbox"/> Reflex to HER2 IHC <input type="checkbox"/> G-IA <input type="checkbox"/> T-IA <input type="checkbox"/> T if HER2 FISH is equivocal <input type="checkbox"/> Reflex to HER2 Breast Equivocal FISH if global HER2 FISH is equivocal</p>	<p>Sarcoma</p> <p><input type="checkbox"/> NGS Comprehensive Fusion Profile <input type="checkbox"/> NGS Ewing Fusion Profile <input type="checkbox"/> NGS Non-Ewing Fusion Profile <input type="checkbox"/> NGS Pediatric Fusion Profile <input type="checkbox"/> NGS Rhabdomyosarcoma Fusion Profile Liposarcoma: See NeoTYPE section far left.</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> DDIT3 (CHOP) (FISH) <input type="checkbox"/> <input type="checkbox"/> EVSR1 (FISH) <input type="checkbox"/> <input type="checkbox"/> MDM2 (FISH) <input type="checkbox"/> <input type="checkbox"/> SS18 (SYT) (FISH)</p>	<p>Lung Cancer</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> cMET (IHC) <input type="checkbox"/> N/A PD-L1 22C3 FDA (KEYTRUDA®) <input type="checkbox"/> <input type="checkbox"/> ALK, D5F3 IHC (lung, FDA) <input type="checkbox"/> N/A PD-L1 28-8 FDA (OPDIVO®) <input type="checkbox"/> <input type="checkbox"/> N/A PD-L1 SP142 FDA (TECENTRIQ®)</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> ALK (FISH): <input type="checkbox"/> Reflex to ROS1 (FISH) if ALK is negative <input type="checkbox"/> G <input type="checkbox"/> T <input type="checkbox"/> N/A EGFR (Molecular): <input type="checkbox"/> Reflex to ALK (FISH) if EGFR is negative <input type="checkbox"/> G <input type="checkbox"/> T <input type="checkbox"/> Reflex to ROS1 (FISH) if ALK (FISH) is negative <input type="checkbox"/> G <input type="checkbox"/> T <input type="checkbox"/> Reflex to concurrent ALK/ROS1 (FISH) if EGFR is negative <input type="checkbox"/> G <input type="checkbox"/> T</p> <p><input type="checkbox"/> N/A KRAS <input type="checkbox"/> Reflex to concurrent EGFR (Mol)+ALK/ROS1 (FISH) if KRAS negative <input type="checkbox"/> G <input type="checkbox"/> T</p> <p><input type="checkbox"/> <input type="checkbox"/> MET (FISH) <input type="checkbox"/> <input type="checkbox"/> RET (FISH) <input type="checkbox"/> <input type="checkbox"/> ROS1 (FISH) <input type="checkbox"/> N/A MET Exon 14 Deletion (Molecular)</p>
<p>NeoTYPE™ & NeoLAB™ T - With Tech-Only FISH</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> Brain Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Breast Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Do not auto-reflex to HER2 equivocal FISH panel if HER2 FISH results are equivocal <input type="checkbox"/> <input type="checkbox"/> Do not perform BRCA1 & BRCA2 <input type="checkbox"/> <input type="checkbox"/> Cervical Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Colorectal Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Discovery Profile <input type="checkbox"/> <input type="checkbox"/> Do not auto-reflex to HER2 equivocal FISH panel if HER2 FISH results are equivocal <input type="checkbox"/> <input type="checkbox"/> Endometrial Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Esophageal Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Gastric Tumor Profile <input type="checkbox"/> N/A GIST Profile <input type="checkbox"/> <input type="checkbox"/> Head & Neck Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Liver/Biliary Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Lung Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Liposarcoma Fusion Profile <input type="checkbox"/> <input type="checkbox"/> Melanoma Profile <input type="checkbox"/> <input type="checkbox"/> Other Solid Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Ovarian Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Do not perform BRCA1 & BRCA2 <input type="checkbox"/> <input type="checkbox"/> Pancreas Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Do not perform BRCA1 & BRCA2 <input type="checkbox"/> N/A Precision Profile <input type="checkbox"/> <input type="checkbox"/> Soft Tissue Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Thyroid Tumor Profile <input type="checkbox"/> <input type="checkbox"/> NGS Thyroid Fusion Profile <input type="checkbox"/> N/A NeoLAB EGFR T790M <input type="checkbox"/> N/A NeoLAB Prostate* <input type="checkbox"/> N/A NeoLAB Solid Tumor Monitor</p>	<p>Colon Cancer & Lynch Syndrome</p> <p>Mismatch Repair/MMR (IHC)</p> <p><input type="checkbox"/> G-IA <input type="checkbox"/> T-IA <input type="checkbox"/> T-SQnt <input type="checkbox"/> T-Qual</p> <p><input type="checkbox"/> Reflex to MSI (Molecular) if any IHC marker in MMR panel is not expressed <input type="checkbox"/> Reflex to BRAF (Molecular) if MLH1 (IHC) is not expressed</p> <p><input type="checkbox"/> MSI (Molecular) - NOTE: Non-tumor tissue also required; please see website. <input type="checkbox"/> Reflex to MMR (IHC) if MSI detected <input type="checkbox"/> G-IA <input type="checkbox"/> T-IA <input type="checkbox"/> T-SQnt <input type="checkbox"/> T-Qual</p> <p><input type="checkbox"/> RAS/RAF Panel - BRAF (exons 11 & 15), HRAS (exons 2-3), KRAS (exons 2-4), NRAS (exons 2-4) <input type="checkbox"/> KRAS <input type="checkbox"/> Reflex to BRAF if KRAS is negative <input type="checkbox"/> Reflex to KRAS Exon 4 if KRAS is negative <input type="checkbox"/> BRAF (Molecular) <input type="checkbox"/> NRAS (exons 2-3) <input type="checkbox"/> NRAS Exon 4 <input type="checkbox"/> MLH1 Promoter Methylation (Molecular)</p>	<p>Melanoma</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> NeoSITE® Melanoma FISH Panel <input type="checkbox"/> N/A PD-L1 (IHC) 28-8 FDA (OPDIVO®) <input type="checkbox"/> N/A BRAF (Molecular) <input type="checkbox"/> N/A KIT (Molecular) <input type="checkbox"/> N/A NRAS (Molecular)</p>	<p>GI Cancer</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> HER2 (IHC)** <input type="checkbox"/> Reflex to HER2 FISH <input type="checkbox"/> G <input type="checkbox"/> T if Global HER2 IHC is: <input type="checkbox"/> 0 <input type="checkbox"/> 1+ <input type="checkbox"/> 2+** <input type="checkbox"/> 3+</p> <p>**For global HER2 IHC with result 2+, NeoGenomics will add global HER2 FISH unless marked here: <input type="checkbox"/> Do not reflex 2+</p> <p><input type="checkbox"/> <input type="checkbox"/> HER2 (FISH) <input type="checkbox"/> Reflex to HER2 IHC <input type="checkbox"/> G <input type="checkbox"/> T if HER2 FISH is: <input type="checkbox"/> positive <input type="checkbox"/> negative <input type="checkbox"/> equivocal <input type="checkbox"/> NeoSITE® B.E Barrett's Esophagus FISH Panel <input type="checkbox"/> N/A KIT (Molecular) <input type="checkbox"/> N/A PDGFRa (Molecular)</p>
<p><input type="checkbox"/> <input type="checkbox"/> Endometrial Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Esophageal Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Gastric Tumor Profile <input type="checkbox"/> N/A GIST Profile <input type="checkbox"/> <input type="checkbox"/> Head & Neck Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Liver/Biliary Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Lung Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Liposarcoma Fusion Profile <input type="checkbox"/> <input type="checkbox"/> Melanoma Profile <input type="checkbox"/> <input type="checkbox"/> Other Solid Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Ovarian Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Do not perform BRCA1 & BRCA2 <input type="checkbox"/> <input type="checkbox"/> Pancreas Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Do not perform BRCA1 & BRCA2 <input type="checkbox"/> N/A Precision Profile <input type="checkbox"/> <input type="checkbox"/> Soft Tissue Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Thyroid Tumor Profile <input type="checkbox"/> <input type="checkbox"/> NGS Thyroid Fusion Profile <input type="checkbox"/> N/A NeoLAB EGFR T790M <input type="checkbox"/> N/A NeoLAB Prostate* <input type="checkbox"/> N/A NeoLAB Solid Tumor Monitor</p>	<p>Prostate Cancer</p> <p><input type="checkbox"/> Androgen Receptor (Molecular) <input type="checkbox"/> NeoLAB Prostate* <input type="checkbox"/> HSD3B1 Genotyping <input type="checkbox"/> PTEN (FISH)</p> <p>Thyroid Cancer</p> <p><input type="checkbox"/> BRAF (Molecular) <input type="checkbox"/> KRAS <input type="checkbox"/> NRAS <input type="checkbox"/> NGS Thyroid Fusion Profile <input type="checkbox"/> NGS ALK, NTRK, RET, ROS1 Fusion Profile</p>	<p>Brain Cancer</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> 1p/19q Deletion (FISH) <input type="checkbox"/> <input type="checkbox"/> BRAF (FISH) <input type="checkbox"/> N/A EGFRvIII (Molecular) <input type="checkbox"/> N/A MGMT Methylation (Molecular) <input type="checkbox"/> N/A IDH1/IDH2 (Molecular)</p> <p>Head and Neck Cancer</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> p16 (IHC) <input type="checkbox"/> <input type="checkbox"/> EBER (ISH) <input type="checkbox"/> N/A HPV DNA (Molecular)</p>	<p>Molar Pregnancy</p> <p><input type="checkbox"/> Molar Preg Comprehensive Consultation (includes p57 IHC and DNA Ploidy flow) <input type="checkbox"/> DNA Ploidy/Cell Cycle Analysis (Flow) <input type="checkbox"/> p57 (IHC, tech-only) <input type="checkbox"/> Chimerism/DNA Fingerprinting Analysis (Molecular) <input type="checkbox"/> X/Y FISH for Molar Pregnancy <input type="checkbox"/> DNA Ploidy/Cell Cycle Analysis (Flow) <input type="checkbox"/> Chimerism/DNA Fingerprinting Analysis (Molecular)</p>
<p><input type="checkbox"/> <input type="checkbox"/> Endometrial Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Esophageal Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Gastric Tumor Profile <input type="checkbox"/> N/A GIST Profile <input type="checkbox"/> <input type="checkbox"/> Head & Neck Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Liver/Biliary Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Lung Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Liposarcoma Fusion Profile <input type="checkbox"/> <input type="checkbox"/> Melanoma Profile <input type="checkbox"/> <input type="checkbox"/> Other Solid Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Ovarian Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Do not perform BRCA1 & BRCA2 <input type="checkbox"/> <input type="checkbox"/> Pancreas Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Do not perform BRCA1 & BRCA2 <input type="checkbox"/> N/A Precision Profile <input type="checkbox"/> <input type="checkbox"/> Soft Tissue Tumor Profile <input type="checkbox"/> <input type="checkbox"/> Thyroid Tumor Profile <input type="checkbox"/> <input type="checkbox"/> NGS Thyroid Fusion Profile <input type="checkbox"/> N/A NeoLAB EGFR T790M <input type="checkbox"/> N/A NeoLAB Prostate* <input type="checkbox"/> N/A NeoLAB Solid Tumor Monitor</p>	<p>Bladder Cancer</p> <p>G T</p> <p><input type="checkbox"/> <input type="checkbox"/> Bladder Cancer (FISH) <input type="checkbox"/> N/A PD-L1 SP142 FDA (TECENTRIQ®) <input type="checkbox"/> N/A PD-L1 SP263 FDA (IMFINZI™)</p> <p>Other Testing</p> <p><input type="checkbox"/> NeoSITE Cervical FISH Panel <input type="checkbox"/> G <input type="checkbox"/> T <input type="checkbox"/> PIK3CA (Molecular)</p>	<p><input type="checkbox"/> Other Molecular _____ <input type="checkbox"/> Other FISH _____ <input type="checkbox"/> G <input type="checkbox"/> T <input type="checkbox"/> Other IHC _____ <input type="checkbox"/> G <input type="checkbox"/> T</p>	<p><input type="checkbox"/> Other Molecular _____ <input type="checkbox"/> Other FISH _____ <input type="checkbox"/> G <input type="checkbox"/> T <input type="checkbox"/> Other IHC _____ <input type="checkbox"/> G <input type="checkbox"/> T</p>

Specimen Requirements

Refrigerate specimen if not shipping immediately and use cool pack during transport. Please call Customer Care Team with any questions regarding specimen requirements or shipping instructions at 866.776.5907 option 1. Please refer to the website for specific details on each specimen.

Additional Billing Information

Any organization referring specimens for testing services pursuant to this Requisition form ("Client") expressly agrees to the following terms and conditions.

1. Binding Service Order. This Requisition Form is a legally binding order for the services ordered hereunder and Client agrees that it is financially responsible for all tests billable to Client hereunder.

2. Third Party Billing by NeoGenomics for Tests. Client agrees that, except for those Services requiring direct Client billing as described in paragraphs 3 and 4 below, NeoGenomics shall, whenever possible and when permitted by applicable third party payer rules and applicable laws, directly bill and collect from all federal, state and commercial health insurers, health maintenance organizations, and other third party payers (collectively, the "Payers"), for all services ordered pursuant to this Requisition Form ("Services"). For all such Services billable to Payers, Client agrees to indicate on the front of the Requisition Form that NeoGenomics should bill the appropriate Payer directly and provide all billing information necessary to bill such payer.

3. Right to Bill Client. In the event NeoGenomics: (i) does not receive the billing information required for it to bill any Payers within ten days of the date that any Services are reported by NeoGenomics; (ii) the Services were performed for patients who have no Payer coverage arrangements; or (iii) the Payer identified by Client denies financial responsibility for the Services and indicates that Client is financially responsible, NeoGenomics shall have the right to bill such Services to Client. In the event that Client subsequently provides NeoGenomics with billing information for such tests before paying the related invoice, then Client may pay the invoiced amount less any amounts for tests in which billing information was subsequently provided.

4. Client Billing for Certain Tests. NeoGenomics shall not directly bill Payers for Services when: (i) direct third party billing is not permitted by applicable laws or Payer requirements or policies; or (ii) Client receives reimbursement for the provision of Services on a non-fee-for-service basis, including, but not limited to, reimbursement paid to Client pursuant to a capitated, diagnostic related group (DRG), per diem, all-inclusive, or other such bundled or consolidated billing arrangement; or (iii) Client receives reimbursement for the provision of Services from Medicare pursuant to outpatient Ambulatory Payment Classifications; or (iv) NeoGenomics is not contracted with a Payer for the Services ordered and Client is otherwise eligible to be reimbursed on a fee for service basis from such Payer. In all such cases, Client shall notify NeoGenomics of such billing arrangements by indicating that Client should be billed on the front of the Requisition Form.

Test Descriptions and Notations

IHC

HER2, ER, PgR (IHC)

- Breast specimens subject to HER2, ER, and/or PgR testing should be invasive breast cancer or the invasive component of the breast cancer fixed in 10% Neutral Buffered Formalin for at least 6 hours and no longer than 72 hours.

Mismatch Repair/MMR (IHC)

- MLH1, MSH2, MSH6, PMS2

FISH

HER2 (FISH)

- Breast specimens subject to HER2 testing should be invasive breast cancer or the invasive component of the breast cancer fixed in 10% Neutral Buffered Formalin for at least 6 hours and no longer than 72 hours.
- Body Site must be identified, FISH scoring criteria is determined by body site.
 - Bladder Cancer Panel: CEN3, CEN7, CEN17, p16
 - Breast Cancer, HER2 Equivocal Panel: CEN17, BARRA, SMSCR, TP53
HER2 will be added to stand-alone global orders if not previously done at NeoGenomics on same block.
 - HER2 FISH (Breast/Gastic) Panel: HER2, CEN17
 - NeoSITE® Cervical Cancer Panel: TERC, D5S30, CEN7, MYC, ZNF217
 - NeoSITE Melanoma Panel: RREB1, MYC, CDKN2A (p16), CEN9, CCND1
 - NeoSITE B.E. (Barrett's Esophagus) Panel: MYC, CDKN2A (p16), HER2, ZNF217

FlexREPORT™

- FlexREPORT can be ordered on any global or tech-only testing referred to NeoGenomics. This report template can be used to import data and images collected from testing performed outside of NeoGenomics, and incorporated into a one page summary report. Client logo and contact information will be in the header of the FlexREPORT.

Sarcoma Fusion Profiles

- **Ewing:** EWSR1
- **Non-Ewing:** ALK, CAMTA1, CCNB3, CIC, EPC1, FOXO1, FUS, GLI1, HMGA2, JAZF1, MEAF6, MKL2, NCOA2, NTRK3, PDGFB, PLAG1, STAT6, TAF15, TCF12, TFE3, TFG, USP6, YWHAE
- **Rhabdomyosarcoma:** FOXO1, NCOA2, TFE3
- **Pediatric:** ALK, EWSR1, FUS, GLI1, NTRK3, USP6
- **Comprehensive:** ALK, CAMTA1, CCNB3, CIC, EPC1, EWSR2, FOXO1, FUS, GLI1, HMGA2, JAZF1, MEAF6, MKL2, NCOA2, NTRK3, PDGFB, PLAG1, ROS1, SS19, STAT6, TAF15, TCF12, TFE3, TFG, USP6, YWHAE

Thyroid Fusion Profiles

- **NGS Thyroid Fusion Profile:** NTRK1, NTRK3, RET
- **NGS ALK, NTRK, RET, ROS1 Fusion Profile:** ALK, NTRK1, NTRK3, RET, ROS1

NeoTYPE™ Cancer Profiles

- **NeoTYPE Brain Tumor Profile:** AKT1, ATRX, BRAF, CDK6, CDKN2A, CIC, CTNNB1, EGFR, EGFRvIII Analysis, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, FUBP1, H3F3A, HRAS, IDH1, IDH2, KRAS, MET, MGMT Promoter Methylation Analysis, MYC, MYCN, NF1, NF2, NRAS, PIK3CA, PTCH1, PTEN, RB1, SETD2, SMAD4, SMO, SRC, TERT Promoter, TP53, 1p/19q Deletion FISH, BRAF FISH, MET FISH, MYCN FISH, PDGFRA FISH, PTEN FISH, PD-L1 IHC, and interpretation.
- **NeoTYPE Breast Tumor Profile:** AKT1, BRAF, BRCA1, BRCA2, CTNNB1, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, KIT, KRAS, MET, NRAS, PIK3CA, PTEN, SMAD4, SMO, SRC, TP53, HER2 FISH, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation. Samples with equivocal HER2 FISH results will be reflexed to the Equivocal Breast FISH Panel.
- **NeoTYPE Cervical Tumor Profile:** AKT1, BRAF, CTNNB1, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, JAK3, KRAS, MET, NOTCH1, NRAS, PDGFRA, PIK3CA, PTEN, SMAD4, SMO, SRC, TP53, MET FISH, PTEN FISH, PD-L1 IHC and interpretation
- **NeoTYPE Colorectal Tumor Profile:** AKT1, APC, BRAF, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, JAK3, KIT, KRAS, MET, Microsatellite Instability (MSI), MLH1 Promoter Methylation, NOTCH1, NRAS, PDGFRA, PIK3CA, PTEN, SMO, SRC, TP53, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Discovery Profile:** Please see website for full list of 315+ genes

- **NeoTYPE Endometrial Tumor Profile:** AKT1, BRAF, EGFR, FGFR1, FGFR2, FGFR3, HRAS, JAK3, KIT, KRAS, MET, Microsatellite Instability (MSI), NRAS, PDGFRA, PIK3CA, PTEN, PTPN11, SMAD4, SMO, SRC, TP53, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Esophageal Tumor Profile:** AKT1, BRAF, CTNNB1, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, JAK3, KIT, KRAS, MET, Microsatellite Instability (MSI), NOTCH1, NRAS, PDGFRA, PIK3CA, PTEN, SMAD4, SMO, SRC, TP53, HER2 FISH, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Gastric Tumor Profile:** AKT1, BRAF, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, JAK3, KIT, KRAS, MET, Microsatellite Instability (MSI), NOTCH1, NRAS, PDGFRA, PIK3CA, PTEN, SMAD4, SMO, SRC, TP53, HER2 FISH, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE GIST Profile:** AKT1, BRAF, CTNNB1, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, KIT, PDGFRA, SRC, PD-L1 IHC, and interpretation
- **NeoTYPE Head & Neck Tumor Profile:** AKT1, ATM, BRAF, CDKN2A, CTNNB1, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, IDH1, IDH2, KRAS, MET, NOTCH1, NRAS, PIK3CA, PTEN, RB, SMO, SRC, TP53, MET FISH, PTEN FISH, PD-L1 IHC, HPV DNA, and interpretation
- **NeoTYPE Liver/Biliary Tumor Profile:** AKT1, ATM, BRAF, CDKN2A, CTNNB1, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, IDH1, IDH2, KRAS, MET, NOTCH1, NRAS, PIK3CA, PTEN, SMAD4, SMO, SRC, TP53, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Lung Tumor Profile:** AKT1, BRAF, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, KIT, KRAS, MET, MET Exon 14 Deletion, NOTCH1, NRAS, PDGFRA, PIK3CA, PTEN, SMAD4, SMO, SRC, TP53, ALK FISH, HER2 FISH, MET FISH, PTEN FISH, RET FISH, ROS1 FISH, PD-L1 IHC, end interpretation
- **NeoTYPE Liposarcoma Fusion Profile:** EWSR1, FUS, HMGA2, PLAG1, MDM2 FISH
- **NeoTYPE Melanoma Profile:** AKT1, BRAF, CTNNB1, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, GNA11, GNAQ, KIT, NRAS, PDGFRA, PTEN, SMO, SRC, TERT Promoter, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Other Solid Tumor Profile:** AKT1, BRAF, EGFR, FGFR1, FGFR2, FGFR3, GNAS, HRAS, IDH1, IDH2, JAK3, KIT, KRAS, MET, NOTCH1, NRAS, PDGFRA, PIK3CA, PTEN, PTPN11, SMAD4, SMO, SRC, TP53, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Ovarian Tumor Profile:** AKT1, BRAF, BRCA1, BRCA2, CTNNB1, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, JAK3, KRAS, MET, Microsatellite Instability (MSI), NRAS, PIK3CA, PTEN, SMAD4, SMO, SRC, TP53, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Pancreas Tumor Profile:** AKT1, BRAF, BRCA1, BRCA2, EGFR, ERBB2, ERBB4, FGFR1, FGFR2, FGFR3, HRAS, KIT, KRAS, MET, Microsatellite Instability (MSI), NOTCH1, NRAS, PDGFRA, PIK3CA, PTEN, SMO, SRC, TP53, HER2 FISH, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Precision Profile:** ABL1, AKT1, ALK, APC, ATM, BRAF, CDH1, CDKN2A, CSF1R, CTNNB1, EGFR, ERBB2, ERBB4, FBXW7, FGFR1, FGFR2, FGFR3, FLT3, GNA11, GNAQ, GNAS, HNF1A, HRAS, IDH1, JAK2, JAK3, KDR, KIT, KRAS, MET, MLH1, MPL, NOTCH1, NPM1, NRAS, PDGFRA, PIK3CA, PTEN, PTPN11, RB1, RET, SMAD4, SMARCB1, SMO, SRC, STK11, TP53, VHL, PD-L1 IHC, and interpretation
- **NeoTYPE Soft Tissue Tumor Profile:** AKT1, BRAF, FGFR1, FGFR2, FGFR3, GNAS, HRAS, JAK3, KIT, KRAS, MET, NRAS, PDGFRA, PIK3CA, PTEN, SMAD4, SMO, SRC, TP53, MET FISH, PTEN FISH, PD-L1 IHC, and interpretation
- **NeoTYPE Thyroid Profile:** AKT1, ALK, BRAF, CTNNB1, ERBB2, ERBB4, HRAS, KRAS, MET, NRAS, PIK3CA, RET, SMAD4, SMO, SRC, TERT Promoter, MET FISH, RET FISH, PD-L1 IHC and interpretation. **NGS Thyroid Fusion Profile** – NTRK1, NTRK3, RET

NeoLAB™ Solid Tumor Monitor – Liquid Biopsy - ABL1, AKT1, ALK, APC, ATM, BRAF, CDH1, CDKN2A, CSF1R, CTNNB1, EGFR, ERBB2, ERBB4, FBXW7, FGFR1, FGFR2, FGFR3, FLT3, GNA11, GNAQ, GNAS, HNF1A, HRAS, IDH1, JAK2, JAK3, KDR, KIT, KRAS, MET, MLH1, MPL, NOTCH1, NPM1, NRAS, PDGFRA, PIK3CA, PTEN, PTPN11, RB1, RET, SMAD4, SMARCB1, SMO, SRC, STK11, TP53, and VHL

EXHIBIT C -2

Immunohistochemistry and Special Stain Requisition

Specimen Requirements

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- 2. Third Party Billing by NeoGenomics for Tests.** Client agrees that, except for those Services requiring direct Client billing as described in paragraphs 3 and 4 below, NeoGenomics shall, whenever possible and when permitted by applicable third party payer rules and applicable laws, directly bill and collect from all federal, state and commercial health insurers, health maintenance organizations, and other third party payers (collectively, the "Payers"), for all services ordered pursuant to this Requisition Form ("Services"). For all such Services billable to Payers, Client agrees to indicate on the front of the Requisition Form that NeoGenomics should bill the appropriate Payer directly and provide all billing information necessary to bill such payer.
- 3. Right to Bill Client.** In the event NeoGenomics: (i) does not receive the billing information required for it to bill any Payers within ten days of the date that any Services are reported by NeoGenomics; (ii) the Services were performed for patients who have no Payer coverage arrangements; or (iii) the Payer identified by Client denies financial responsibility for the Services and indicates that Client is financially responsible, NeoGenomics shall have the right to bill such Services to Client. In the event that Client subsequently provides NeoGenomics with billing information for such tests before paying the related invoice, then Client may pay the invoiced amount less any amounts for tests in which billing information was subsequently provided.
- 4. Client Billing for Certain Tests.** NeoGenomics shall not directly bill Payers for Services when: (i) direct third party billing is not permitted by applicable laws or Payer requirements or policies; or (ii) Client receives reimbursement for the provision of Services on a non-fee-for-service basis, including, but not limited to, reimbursement paid to Client pursuant to a capitated, diagnostic related group (DRG), per diem, all-inclusive, or other such bundled or consolidated billing arrangement; or (iii) Client receives reimbursement for the provision of Services from Medicare pursuant to outpatient Ambulatory Payment Classifications; or (iv) NeoGenomics is not contracted with a Payer for the Services ordered and Client is otherwise eligible to be reimbursed on a fee for service basis from such Payer. In all such cases, Client shall notify NeoGenomics of such billing arrangements by indicating that Client should be billed on the front of the Requisition Form.

Test Descriptions and Notations

HPV RNA ISH Panel: Complete panel includes all three of the following components which can be ordered separately as noted on the front of the requisition. **a)** 16/18 High Risk. **b)** High Risk Cocktail (18 subtypes): 16, 18, 26, 31, 33, 35, 39, 45, 51, 52, 53, 56, 58, 59, 66, 68, 73, 82. **c)** Low Risk Cocktail (10 subtypes): 6, 11, 40, 43, 44, 54, 69, 70, 71, 74.

EXHIBIT C -3

Hematopatholgy Requisition

Client Information

Requisition Completed by: _____ Date: _____
 Ordering Physician (please print Last, First): _____ NPI #: _____
 Treating Physician (please print Last, First): _____

The undersigned certifies that he/she is licensed to order the test(s) listed below and that such test(s) are medically necessary for the care/treatment of this patient.

Authorized Signature: _____ Date: _____

Billing Information

Required: Please attach Patient Pathology Report. Please include face sheet and front/back of patient insurance/Medicare card ONLY if requesting Neo bill patient insurance.

Specimen Origin (Must Choose 1): Hospital Patient (Please circle: In or Out) Non-Hospital Patient
 Medicare Patient (Must Choose 1): Yes No - If Medicare please indicate Primary Secondary
 Bill to: Hospital Client Pathology Group Insurance/Medicare Patient
 See Client Information section for hospital name and address
 Hospital Name: _____

Client agrees that in the event of incorrect designations and NeoGenomics is unable to bill a Third Party Payer under the current rules in effect for such payer, then NeoGenomics is authorized to bill the Client for any such incorrectly designated tests and Client will pay for such charges.

Clinical Information

Diagnosis Code/ICD Code (Required): _____
 Reason for Referral: _____
 New Diagnosis Relapse Monitoring MRD
 Bone Marrow Transplant Type: Autologous Allogeneic Sex Mismatch
 Gender of Donor (required): Male Female
Attach all relevant clinical history, pathology/cytology report(s) and other applicable test report(s)

Testing Services - Please refer to back of requisition for panel/profile descriptions. All panel/profile components can be ordered individually using "Other" space if not listed.

Consultation

Bone Marrow Morphology/Blood & Bone Marrow Consult: We request that a NeoGenomics pathologist select the medically necessary tests for a comprehensive analysis on the materials submitted with this order and render his/her professional interpretation. Please attach CBC (required).
 Hematopathology NeoASSIST: Ordering client pathologist is performing morphology. We request a NeoGenomics pathologist select any additional medically necessary tests for comprehensive analysis on the materials submitted with this order and render his/her professional interpretation. Please attach CBC (required).

Flow Cytometry Please attach CBC with all flow requests on blood or bone marrow (required).

G - Global T - Tech-Only
Diagnostic/Prognostic Panels

<p>G T</p> <input type="checkbox"/> Standard L/L Panel (24 Markers) <input type="checkbox"/> Extended L/L Panel (31 Markers) <input type="checkbox"/> N/A CD4/CD8 Ratio for BAL <input type="checkbox"/> N/A DNA Ploidy/Cell Cycle Analysis-Heme <input type="checkbox"/> PNH <input type="checkbox"/> T&B Tissue Panel <input type="checkbox"/> T-Cell Therapy Panel <input type="checkbox"/> N/A V-Beta T-Cell Clonality Panel <input type="checkbox"/> ZAP-70 Lymphoid Panel
--

 Follow-Up/Add-On panels are available in conjunction with, or after, a Main Panel result has been reported by NeoGenomics or client. **Add-On Tubes** **G T** ALL AML CLL/Mantle Cell Companion Erythroid-Mega Hairy Cell Hematogone Monocyte Maturation Mast Cell MDS Plasma Cell T-Cell Receptor/LGL | **Follow-Up Panels** **G T** AML B-ALL B-Cell Lymphoma Hairy Cell Plasma Cell T-ALL T-Cell Lymphoma |

Specimen Hold Options: Refrigerate and Hold
 To avoid delay in patient care and as medically necessary for an individual patient, additional markers will be added by the flow lab when abnormal populations are detected. Please refer to NeoGenomics Flow Cytometry Guidelines for additional information on tech-only add-on medical necessity criteria. Tech-only clients may instruct NeoGenomics to not follow this stated criteria by checking this box.

FISH G - Global T - Tech-Only

Hematologic FISH Panels

<p>G T</p> <input type="checkbox"/> ALL, Adult <input type="checkbox"/> ALL, Pediatric <input type="checkbox"/> AML Standard <input type="checkbox"/> AML Favorable-Risk <input type="checkbox"/> AML Non-Favorable Risk <input type="checkbox"/> CLL	<p>G T</p> <input type="checkbox"/> Eosinophilia <input type="checkbox"/> High-Grade/Large B-Cell Lymphoma w/BCL6 (3q27), MYC (8q24), IgH/BCL2 t(14;18) <input type="checkbox"/> Add BCL2 (18q21) <input type="checkbox"/> Add MYC/IgH/CEN8 t(8;14) <input type="checkbox"/> Low-Grade/Small B-Cell Lymphoma	<p>G T</p> <input type="checkbox"/> MDS Extended <input type="checkbox"/> MDS Standard <input type="checkbox"/> MPN <input type="checkbox"/> NHL <input type="checkbox"/> X/Y for Engraftment
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Plasma Cell Myeloma Panels - Plasma Cell Enrichment will be performed on all bone marrow samples having plasma cell FISH tests.
 MM/MGUS - Reflex to MM IgH Complex if IgH positive. (Only available with global panel. Tech-Only clients must use the test add-on process).
 MM IgH Complex
 Plasma Cell Myeloma Prognostic Panel
 Plasma Cell Myeloma Risk Stratification (IMWG/MRC)

Individual Probes

<p>G T</p> <input type="checkbox"/> ALK/Lymphoma (2p23) <input type="checkbox"/> API2/MALT1 t(11;18) <input type="checkbox"/> BCR/ABL1/ASS1 t(9;22)	<p>G T</p> <input type="checkbox"/> IgH/MAFB t(14;20) <input type="checkbox"/> MYC/IgH/CEN8 t(8;14) <input type="checkbox"/> PML/RARA t(15;17)	<p>G T</p> <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____
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Specimen Hold Options: Direct Harvest and Hold for FISH

Patient Information

Last Name: _____
 First Name: _____ M.I. _____ Male Female
 Date of Birth: mm ____ / dd ____ / yyyy ____ Medical Record #: _____
 Client represents it has obtained informed consent from patient to perform the services described herein.

Specimen Information

Specimen ID:* _____ Block ID:* _____
 Fixative/Preservative: _____
 Collection Date: mm ____ / dd ____ / yyyy ____ Collection Time: _____ AM PM
 Retrieved Date: mm ____ / dd ____ / yyyy ____
 Hospital Discharge Date: mm ____ / dd ____ / yyyy ____
 Body Site: _____
 Primary Metastasis - If Metastasis, list Primary: _____
 Bone Marrow (must provide CBC and Path Report):
 Green Top(s) _____ Purple Top(s) _____ Core Biopsy _____ Clot _____
 Peripheral Blood: Green Top(s) _____ Purple Top(s) _____ Other _____
 Fresh Tissue (Media Type required): _____
 Fluid: CSF _____ Pleural _____ Other _____
 FNA cell block: _____
 Smears: Air Dried _____ Fixed _____ Stained (type of stain) _____
 Slides # _____ Unstained _____ Stained _____ H&E _____
 Paraffin Block(s) #: _____ Choose best block (global testing only)
 Perform tests on all blocks

*NeoGenomics makes every effort to preserve and not exhaust tissue, but in small and thin specimens, there is a possibility of exhausting the specimen in order to ensure adequate material and reliable results.

Comments

Cytogenetics

Oncology Chromosome Analysis
 Reflex to FISH if cytogenetics is normal (reflex FISH panel must be marked)
 Reflex to NeoTYPE™ AML Prognostic Profile when cytogenetics is intermediate risk
 Constitutional Chromosome Analysis
 Products of Conception Chromosome Analysis
 Reflex to NeoARRAY™ SNP/Cytogenetic Profile if cytogenetics are unsuccessful
 Reflex to NeoARRAY SNP/Cytogenetic Profile if cytogenetics are normal
 Other: _____

Specimen Hold Options: Culture and Hold (liquid samples & lymph nodes; n/a for solid tissues)

Molecular Genetics

<p><input type="checkbox"/> ABL1 (Gleevec® resistance) <input type="checkbox"/> B-Cell <input type="checkbox"/> BCL1, t(11;14) <input type="checkbox"/> BCL2, t(14;18) <input type="checkbox"/> BCR-ABL1 Standard p210, p190 <input type="checkbox"/> Reflex to ABL1 if BCR-ABL1 Standard p210, p190 is positive <input type="checkbox"/> BRAF <input type="checkbox"/> BTK Inhibitor Acquired Resistance Panel <input type="checkbox"/> BTK Inhibitor Primary Susceptibility Panel <input type="checkbox"/> BTK <input type="checkbox"/> CALR</p>	<p><input type="checkbox"/> CEBPA <input type="checkbox"/> Chimerism/DNA Fingerprinting <input type="checkbox"/> CXCR4 <input type="checkbox"/> EGFR <input type="checkbox"/> ETV6-RUNX1 (TEL-AML1) t(12;21) <input type="checkbox"/> FLT3 <input type="checkbox"/> IDH1 & IDH2 <input type="checkbox"/> IgVH Mutation <input type="checkbox"/> inv(16) CBFB-MYH11 <input type="checkbox"/> JAK2 V617F <input type="checkbox"/> JAK2 Exon 12-14 <input type="checkbox"/> JAK2 Exon 12-14 <input type="checkbox"/> KIT</p>	<p><input type="checkbox"/> MPL <input type="checkbox"/> MPN Extended Reflex Panel <input type="checkbox"/> MPN Standard Reflex Panel <input type="checkbox"/> MYD88 <input type="checkbox"/> NPM1 <input type="checkbox"/> PML-RARA, t(15;17) <input type="checkbox"/> PLC-Gamma-2 <input type="checkbox"/> RUNX1-RUNX1T1 (AML1-ETO), t(8;21) <input type="checkbox"/> STAT3 <input type="checkbox"/> T-Cell Receptor Gamma <input type="checkbox"/> T-Cell Receptor Beta <input type="checkbox"/> Other _____</p>
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Specimen Hold Options: Freeze & Hold Extract and Hold for possible _____

NeoTYPE™ Cancer Profiles (see back of requisition for Profile components)

G - Global T - with Tech-Only FISH

<p>G T</p> <input type="checkbox"/> N/A AITL/Peripheral T-Cell Lymphoma <input type="checkbox"/> N/A AML Favorable - Risk Profile <input type="checkbox"/> N/A AML Prognostic Profile	<p>G T</p> <input type="checkbox"/> CLL Prognostic Profile <input type="checkbox"/> N/A JMML Profile <input type="checkbox"/> N/A Lymphoma Profile	<p>G T</p> <input type="checkbox"/> N/A MDS/CMML Profile <input type="checkbox"/> N/A MPN Profile <input type="checkbox"/> N/A Myeloid Profile
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NeoLAB™ Liquid Biopsy (Plasma Testing) (see back of requisition for Profile components)

AML Profile Myeloid Disorders Profile
 BTK Inhibitor Acquired Resistance Panel Other (Please see back for available options)
 MDS/CMML Profile

FlexREPORT

FlexREPORT™: Please add summary report option to this case.

Specimen Requirements

Refrigerate specimen if not shipping immediately and use cool pack during transport. Please call Client Services Team with any questions regarding specimen requirements or shipping instructions at 866.776.5907 option 1. Please refer to the website for specific details on each specimen.

Additional Billing Information

Any organization referring specimens for testing services pursuant to this Requisition form ("Client") expressly agrees to the following terms and conditions.

- 1. Binding Service Order.** This Requisition Form is a legally binding order for the services ordered hereunder and Client agrees that it is financially responsible for all tests billable to Client hereunder.
- 2. Third Party Billing by NeoGenomics for Tests.** Client agrees that, except for those Services requiring direct Client billing as described in paragraphs 3 and 4 below, NeoGenomics shall, whenever possible and when permitted by applicable third party payer rules and applicable laws, directly bill and collect from all federal, state and commercial health insurers, health maintenance organizations, and other third party payers (collectively, the "Payers"), for all services ordered pursuant to this Requisition Form ("Services"). For all such Services billable to Payers, Client agrees to indicate on the front of the Requisition Form that NeoGenomics should bill the appropriate Payer directly and provide all billing information necessary to bill such payer.
- 3. Right to Bill Client.** In the event NeoGenomics: (i) does not receive the billing information required for it to bill any Payers within ten days of the date that any Services are reported by NeoGenomics; (ii) the Services were performed for patients who have no Payer coverage arrangements; or (iii) the Payer identified by Client denies financial responsibility for the Services and indicates that Client is financially responsible, NeoGenomics shall have the right to bill such Services to Client. In the event that Client subsequently provides NeoGenomics with billing information for such tests before paying the related invoice, then Client may pay the invoiced amount less any amounts for tests in which billing information was subsequently provided.
- 4. Client Billing for Certain Tests.** NeoGenomics shall not directly bill Payers for Services when: (i) direct third party billing is not permitted by applicable laws or Payer requirements or policies; or (ii) Client receives reimbursement for the provision of Services on a non-fee-for-service basis, including, but not limited to, reimbursement paid to Client pursuant to a capitated, diagnostic related group (DRG), per diem, all-inclusive, or other such bundled or consolidated billing arrangement; or (iii) Client receives reimbursement for the provision of Services from Medicare pursuant to outpatient Ambulatory Payment Classifications; or (iv) or NeoGenomics is not contracted with a Payer for the Services ordered and Client is otherwise eligible to be reimbursed on a fee for service basis from such Payer. In all such cases, Client shall notify NeoGenomics of such billing arrangements by indicating that Client should be billed on the front of the Requisition Form.

Specimen Hold Option Descriptions

To preserve the integrity of samples and avoid unnecessary testing, NeoGenomics Laboratories offers the option of processing samples to maintain specimen integrity for extended periods, without a test order. Any hold order will result in billed charges to the ordering client if testing is not ordered/performed. Specimen Hold Options include:

Cytogenetics: Culture and Hold: Cytogenetic specimens will be minimally processed for cell culture and harvested while the cells are still viable. Analysis is not performed until the client test order is received. Processed samples will be retained for 28 days. Cytogenetics Culture and Hold is **not available** for tissue specimens.

FISH: Direct Harvest and Hold: FISH specimens will be minimally processed and directly harvested while the cells are still viable. Analysis is not performed until the client test order is received. Processed samples will be retained for 28 days.

Flow Cytometry: Refrigerate and Hold: Flow cytometry samples will be refrigerated and retained for one week, however, optimal stability is within 72 hours of draw.

Molecular Testing: Freeze and Hold: Molecular samples will be isolated, preserved using a freezing mix, and stored in a freezer. Use this option when it is uncertain which test(s) may be added. Analysis is not performed until the client test order is received. Processed samples will be retained for 28 days.

Extract Nucleic Acid and Hold: Nucleic acid (DNA and/or RNA) will be isolated from viable cells and stored in a freezer. Use this option when it is known which test(s) may be added and make note of which possible tests on test requisition. Analysis is not performed until the client test order is received. Processed samples will be retained for 28 days.

Test Descriptions and Notations

Flow Cytometry

- Standard Lymphoma/Leukemia (24 markers): CD2, CD3, CD4, CD5, CD7, CD8, CD10, CD11c, CD13, CD14, CD16, CD19, CD20, CD23, CD33, CD34, CD38, CD45, CD56, CD64, CD117, HLA-DR, kappa, lambda
- Extended Lymphoma/Leukemia (31 markers): CD2, CD3, CD4, CD5, CD7, CD8, CD10, CD11b, CD11c, CD13, CD14, CD15, CD16, CD19, CD20, CD23, CD33, CD34, CD38, CD41, CD45, CD56, CD64, CD71, CD117, CD118, CD235a (Glycophorin A), FMC-7, HLA-DR, kappa, lambda
- CD4/CD8 Ratio for BAL (5 markers): CD2, CD3, CD4, CD8, CD45
- DNA Ploidy/Cell Cycle Analysis - Heme (DRAC5 stain plus two markers for gating that depend on phenotype of abnormal population)
- PNH (High sensitivity) (8 markers): CD14, CD15, CD24, CD45, CD59, CD64, CD235a (Glycophorin A), FLAER
- T&B Tissue Panel (17 markers): CD2, CD3, CD4, CD5, CD7, CD8, CD10, CD11c, CD19, CD20, CD23, CD34, CD38, CD45, CD56, kappa, lambda
- For very small samples a modified panel is used (10 markers): CD3, CD4, CD5, CD8, CD10, CD19, CD34, CD45, kappa, lambda
- T-Cell Therapy Panel (10 markers): CD3, CD4, CD7, CD8, CD25, CD26, CD30, CD45, CD52, CD279
- V-Beta T-Cell clonality (26 markers): Vb 1, Vb2, Vb 3, Vb 4, Vb 5.1, Vb 5.2, Vb 5.3, Vb 7.1, Vb 7.2, Vb 8, Vb 9, Vb 11, Vb 12, Vb 13.1, Vb 13.2, Vb 13.6, Vb 14, Vb 16, Vb 17, Vb 18, Vb 20, Vb 21, Vb 22, Vb 23. Two additional markers are added for gating. The specific markers vary based on phenotype of abnormal cells.
- ZAP-70 (5 markers): CD3, CD5, CD19, CD45, cZAP-70

Add-On Tubes

- ALL Add-On (9 markers): cCD3, CD10, CD19, cCD22, CD34, CD45, cCD79a, cMPD, nTdt
- AML Add-On (9 markers): cCD3, CD11b, cCD22, cCD79a, CD34, CD45, CD117, cMPD, nTdt
- CLL/Mantle Cell Companion Add-On (7 markers): CD3, CD22, CD38, CD43, CD45, CD200, FMC7
- Erythroid-Mega Add-On (8 markers): cCD41, cCD61, CD13, CD34, CD45, CD71, CD117, CD235a
- Hairy Cell Add-On (9 markers): CD11c, CD19, CD20, CD22, CD25, CD45, CD103, kappa, lambda
- Hematogone (9 markers): CD10, CD19, CD20, CD22, CD34, CD38, CD43, CD45, Tdt
- Mast Cell Add-On (5 markers): CD2, CD25, CD34, CD45, CD117
- MDS Add-On (8 markers): CD11b, CD13, CD38, CD41, CD45, CD71, CD117, CD235a
- Monocyte Maturation Add-On (10 markers): CD11b, CD11c, CD13, CD14, CD15, CD36, CD45, CD56, CD64, HLA-DR
- Plasma Cell Add-On (9 Markers): CD19, CD20, CD38, CD45, CD56, CD117, CD138, cKappa, cLambda
- T-Cell Receptor/IGL Add-On (10 markers): CD3, CD4 (gating), CD8, CD25, CD38, CD45, CD56, CD57, TCR alpha/beta, TCR gamma/delta
CD1a and CD 30 may be added as well

Follow-Up Panels

- AML Follow-Up (16 markers): cCD3, CD11b, CD13, CD14, CD16, CD19, cCD22, CD33, CD34, CD45, CD64, cCD79a, CD117, HLA-DR, cMPD, nTdt
- B-ALL Follow-Up (15 markers): cCD3, CD5, CD10, CD11c, CD19, CD20, cCD22, CD23, CD34, CD45, cCD79a, kappa, lambda, cMPD, nTdt
- B-Cell Lymphoma Follow-Up (10 markers): CD5, CD10, CD11c, CD19, CD20, CD23, CD45, FMC-7, kappa, lambda
- Hairy Cell Follow-Up (9 markers): CD11c, CD19, CD20, CD22, CD25, CD45, CD103, kappa, lambda
- Plasma Cell Follow-Up (9 Markers): CD19, CD20, CD38, CD45, CD56, CD117, CD138, cKappa, cLambda
- T-ALL Follow-Up (16 markers): CD2, cCD3, CD4, CD5, CD7, CD8, CD10, CD19, cCD22, CD34, CD38, CD45, CD56, cCD79a, cMPD, nTdt
- T-Cell Lymphoma Follow-Up (10 markers): CD2, CD3, CD4, CD5, CD7, CD8, CD19, CD38, CD45, CD56

Cytogenetics

- Reflex to NeoType AML Prognostic Profile: Intermediate risk cytogenetics in AML, defined by SWOG/ECOG criteria as normal cytogenetics, +6, +8, -Y, or del(12p), will automatically reflex to molecular testing. Must provide EDTA tube (purple top) in addition to Sodium Heparin tube (green top) when ordering AML Reflex.

FISH

Multiple/plasma cell myeloma FISH panels: Plasma cell enrichment will be performed on bone marrow samples having plasma cell FISH. Sample should be received at NeoGenomics Laboratories within 72 hours of collection.

- ALL Adult Panel: TC3/PBX1 (E2A/PBX1) (t(1;19), Trisomy/Tetrasomy 4, 6, 10, 17 (CEN4/CEN17), CEN6/CEN10), MYC (8q24), BCR/ABL1/ASS1 (t(9;22), MLL (11q23), IgH (14q32)
- ALL Pediatric Panel: TC3/PBX1 (E2A/PBX1) (t(1;19), Trisomy/Tetrasomy 4, 6, 10, 17 (CEN4/CEN17), CEN6/CEN10), MYC (8q24), BCR/ABL1/ASS1 (t(9;22), MLL (11q23), IgH (14q32), ETV6/RUNX1 (TEL/AML1) (t(12;21)
- AML Favorable Risk Panel: CBFB (16q22), RUNX1/RUNX1T1 (ETO/AML1) (t(8;21), FMS/ARA (t(15;17)
- AML M2: RUNX1/RUNX1T1 (ETO/AML1) (t(8;21)
- AML M3 (APL): PML/RARA (t(15;17)
- AML M4: CBFB (16q22), MLL (11q23)
- AML Non-Favorable Risk Panel: 5q-/5+5, 7q-/7, +8, MLL (11q23), RPN1/MECOM (3q), DEK/NUP214(CAN) (t(6;9), ETV6 (12p13), 17p-
- AML Standard Panel: 5q-/5+5, 7q-/7, +8/20q-/20, MLL (11q23), RUNX1/RUNX1T1 (ETO/AML1) (t(8;21), PML/RARA (t(15;17), CBFB (16q22)
- Anaplastic Large Cell Lymphoma: ALK for Lymphoma (2p23)
- Burkitt Lymphoma: MYC/IgH/Cen 8 (t(8;24), MYC (8q24)
- CLL Panel: 5q- [SECS3 (6q21), MYB (6q23)], ATM (11q1), Trisomy 12 (Cen 12), 13q- (13q14, 13q34), CCND1/IgH (t(11;14), p53 (17p-)
- CML: BCR/ABL1/ASS1 (t(9;22)
- Eosinophilia Panel: PDGFRB (4q12), PDGFRB (5q33), FGFR1 (8p12), CBFB (16q22)
- Follicular Lymphoma: IgH/BCL2 (t(14;18)
- High-Grade/Large B-Cell Lymphoma Panel: BCL6 (3q27), MYC (8q24), IgH/BCL2 (t(14;18), Optional: BCL2 (18q21), MYC/IgH/CEN8 (8;14)
- Low-Grade/Small B-Cell Lymphoma Panel: BCL6 (3q27), CCND1/IgH (t(11;14), IgH/BCL2 (t(14;18), MALT1 (18q21)
- Mantle Cell Lymphoma: CCND1/IgH (t(11;14)
- Marginal Zone B-Cell Lymphoma/MALT Lymphoma: MALT1 (18q21), API2/MALT1 N11, t(8)
- MDS Extended Panel: 5q-/5+5, 7q-/7, +8/20q-/20, MLL (11q23), RPN1/MECOM (3q), ETV6 (12p13), 17p-, +9

- MDS Standard Panel: 5q-/5+5, 7q-/7, +8/20q-/20, MLL (11q23)
- MM IgH Complex Panel: CCND1/IgH (t(11;14), FGF3/IGH (4;14), IgH/MAF (14;16), Available separately: IgH/MAFB (14;20)
- MM-MGUS Panel: 1q21+/1p32-, +5/+9/+15, 13q-/13, IgH (14q32), 17p-
- MPN Panel: PDGFRB (4q12), PDGFRB (5q33), FGFR1 (8p12), BCR/ABL1/ASS1 (t(9;22)
- NHL Panel: ALK for Lymphoma (2p23), BCL6 (3q27), MYC (8q24), CCND1/IgH (t(11;14), IgH (14q32), IgH/BCL2 (t(14;18), MALT1 (18q21)
- Plasma Cell Myeloma Prognostic Panel: 1q21+/1p32-, FGF3/IgH (4;14), CCND1/IgH (t(11;14), 13q-/13, IgH/MAF (t(14;16), 17p- (TP53, CEN 17)
- Plasma Cell Myeloma Risk Stratification (IMWG/MRC) Panel: 1q21+/1p32-, FGF3/IgH (4;14), IgH/MAF (14;16), IgH/MAFB (14;20), 17p- (TP53, CEN 17)
- X/Y for Engraftment: Cen X, DY21

Panel configurations are updated periodically. Please check the NeoGenomics website for the most up-to-date information.

Molecular Genetics

- BCR-ABL1 Reflex to ABL1: ABL1 Kinase Domain Mutation will be run when BCR-ABL1 is positive.
- JAK2 V617F Reflex to JAK2 Exon 12-14: Exon 12-14 will be run when V617F result is negative.
- MPN Standard Reflex Panel: JAK2 V617F is run first, JAK2 Exon 12-14 will be run when V617F is negative. MPL will be run when JAK2 Exon 12-14 is negative.
- MPN Extended Reflex Panel: JAK2 V617F is run first, JAK2 Exon 12-14 will be run when V617F is negative. CALR will be run when JAK2 Exon 12-14 is negative. MPL will be run when CALR is negative.
- BTK Inhibitor Acquired Resistance Panel: BTK, PLC-Gamma-2

FlexREPORT™

- FlexREPORT can be ordered on any global or tech-only testing referred to NeoGenomics. This report template can be used to import data and images collected from testing performed outside of NeoGenomics, and incorporated into a one page summary report. Client logo and contact information will be in the header of the FlexREPORT.

NeoTYPE™ Cancer Profiles

- NeoTYPE AITL/Peripheral T-Cell Lymphoma Profile:** DNMT3A, IDH1, IDH2, RHOA, TET2, and interpretation
- NeoTYPE AML Favorable-Risk Profile:** FLT3, KIT, and interpretation
- NeoTYPE AML Prognostic Profile:** ASXL1, BCOR, BRAF, CEBPA, CSF3R, DNMT3A, ETV6, EZH2, FLT3, HRAS, IDH1, IDH2, JAK2 V617F, JAK2 Exon 12+14, KIT, KRAS, NPM1, NRAS, PDGFRA, PHF6, PTPN11, RUNX1, SETBP1, STAG2, TET2, TP53, WT1, and interpretation
- NeoTYPE CLL Prognostic Profile:** IgVH Mutation, MYD88, NOTCH1, SF3B1, TP53, CLL FISH Panel, and interpretation
- NeoTYPE JMML Profile:** BRAF, CBL, CEBPA, FLT3, HRAS, JAK2 V617F, JAK2 Exon 12+14, JAK3, KIT, KRAS, NPM1, NRAS, PDGFRA, PTEN, PTPN11, SETBP1, and interpretation
- NeoTYPE Lymphoma Profile:** BCL1, BCL2, BRAF, CARD11, CD79B, EZH2, MYD88, NRAS, and interpretation
- NeoTYPE MDS/CMML Profile:** ASXL1, BCOR, BCORL1, BRAF, CBL, CEBPA, CUX1, DNMT3A, ETV6, EZH2, FLT3, HRAS, IDH1, IDH2, JAK2 V617F, JAK2 Exon 12+14, KIT, KRAS, NPM1, NRAS, PDGFRA, PTEN, PTPN11, RUNX1, SETBP1, SF3B1, SRSF2, STAG2, TET2, TP53, UZF1, ZRSR2, and interpretation
- NeoTYPE MPN Profile:** ABL1, ASXL1, BRAF, CALR, CEBPA, CSF3R, EZH2, FLT3, HRAS, IDH1, IDH2, JAK2 V617F, JAK2 Exon 12+14, KIT, KRAS, MPL, NPM1, NRAS, PDGFRA, PHF6, PTPN11, SETBP1, SRSF2, TET2, UZF1, and interpretation
- NeoTYPE Myeloid Disorders Profile (54 Genes):** ABL1, ASXL1, ATRX, BCOR, BCORL1, BRAF, CALR, CBL, CBLB, CBLCL, CDMK2A, CEBPA, CSF3R, CUX1, DNMT3A, ETV6, EZH2, FBXW7, FLT3, GATA1, GATA2, GNAS, HRAS, IDH1, IDH2, IKZF1, JAK2 V617F, JAK2 Exon 12+14, JAK3, KDM6A, KIT, KRAS, MLL, MPL, MYD88, NOTCH1, NPM1, NRAS, PDGFRA, PHF6, PTEN, PTPN11, RAD21, RUNX1, SETBP1, SF3B1, SMC1A, SMC3, SRSF2, STAG2, TET2, TP53, UZF1, WT1, ZRSR2, and interpretation

NeoLAB™ Liquid Biopsy for Hematologic Diseases

- NeoLAB AML Profile - Liquid Biopsy:** ASXL1, BCOR, BRAF, CEBPA, CSF3R, DNMT3A, ETV6, EZH2, FLT3, HRAS, IDH1, IDH2, JAK2 V617F, JAK2 Exon 12+14, KIT, KRAS, MLL, NPM1, NRAS, PDGFRA, PHF6, PTPN11, RUNX1, SETBP1, STAG2, TET2, TP53, WT1 and interpretation
- NeoLAB BTK Inhibitor Acquired Resistance Panel - Liquid Biopsy:** BTK, PLC-Gamma-2
- NeoLAB MDS/CMML Profile - Liquid Biopsy:** ASXL1, BCOR, BCORL1, BRAF, CBL, CEBPA, CUX1, DNMT3A, ETV6, EZH2, FLT3, HRAS, IDH1, IDH2, JAK2 V617F, JAK2 Exon 12+14, KIT, KRAS, MLL, NPM1, NRAS, PDGFRA, PHF6, PTPN11, RUNX1, SETBP1, SF3B1, SRSF2, STAG2, TET2, TP53, UZF1, ZRSR2 and interpretation
- NeoLAB Myeloid Disorders Profile - Liquid Biopsy:** ABL1, ASXL1, ATRX, BCOR, BCORL1, BRAF, CALR, CBL, CBLB, CBLCL, CDMK2A, CEBPA, CSF3R, CUX1, DNMT3A, ETV6, EZH2, FBXW7, FLT3, GATA1, GATA2, GNAS, HRAS, IDH1, IDH2, IKZF1, JAK2 V617F, JAK2 Exon 12+14, JAK3, KDM6A, KIT, KRAS, MLL, MPL, MYD88, NOTCH1, NPM1, NRAS, PDGFRA, PHF6, PTEN, PTPN11, RAD21, RUNX1, SETBP1, SF3B1, SMC1A, SMC3, SRSF2, STAG2, TET2, TP53, UZF1, WT1, ZRSR2, and interpretation
- NeoLAB FLT3 Mutation Analysis - Liquid Biopsy**
- NeoLAB IDH1 Mutation Analysis - Liquid Biopsy**
- NeoLAB IDH2 Mutation Analysis - Liquid Biopsy**
- NeoLAB inv(16), CBFB-MYH11 Translocation - Liquid Biopsy**
- NeoLAB KIT (c-KIT) Mutation Analysis - Liquid Biopsy**
- NeoLAB KRAS Mutation Analysis - Liquid Biopsy**
- NeoLAB NPM1 Mutation Analysis - Liquid Biopsy**
- NeoLAB NRAS Mutation Analysis - Liquid Biopsy**
- NeoLAB RPL1-RARA Translocation, t(15;17) - Liquid Biopsy**
- NeoLAB RUNX1-RUNX1T1 (AML1-ETO) Translocation, t(8;21) - Liquid Biopsy**

- NeoLAB™ Solid Tumor Monitor - Liquid Biopsy - ABL1, AKT1, ALK, APC, ATM, BRAF, CDH1, CDKN2A, CSF1R, CTNNB1, EGFR, ERBB2, ERBB4, FBXW7, FGFR1, FGFR2, FGFR3, FLT3, GNAI1, GNAQ, GNAS, HNF1A, HRAS, IDH1, JAK2, JAK3, KDR, KIT, KRAS, MET, MLH1, MPL, NOTCH1, NPM1, NRAS, PDGFRA, PIK3CA, PTEN, PTPN11, RBI, RET, SMAD4, SWI/SNF, SMO, SRC, STX11, TP53, and VHL**

Addendum No. 1

ADDENDUM NO. 1

**TO AGREEMENT BY AND BETWEEN NEOGENOMICS LABORATORIES, INC.,
AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR SPECIMEN TESTING SERVICES**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between NeoGenomics Laboratories, Inc., (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.


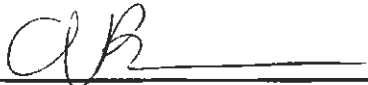
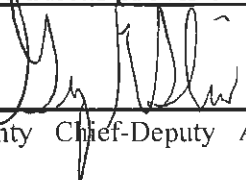

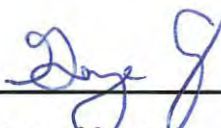
NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. Paragraph 2.1, "PAYMENT CONDITIONS," shall be amended to:**
 - 2.1. Subject to the provisions set forth in Section II of Exhibit A and Exhibit B, prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

- II. Paragraph 3.1, "TERMINATION," shall be amended to:**
 - 3.1. During the term of this Agreement, NMC, or CONTRACTOR, may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

Signature page to follow.

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

<p><u>Natividad Medical Center</u></p> <p></p> <p>_____ Gary R. Gray, DO, CEO</p> <p>Date <u>12/5/17</u></p> <p><u>Approved as to Legal Provisions:</u></p> <p></p> <p>_____ Monterey County Deputy County Counsel</p> <p><u>11-29-17</u></p> <p>Date</p> <p><u>Approved as to Fiscal provisions:</u></p> <p></p> <p>_____ Monterey County Chief-Deputy Auditor-Controller</p> <p><u>12-1-17</u></p> <p>Date</p>	<p><u>NeoGenomics Laboratories, Inc.</u></p> <p></p> <p>_____ Signature of Chair, President or Vice-President</p> <p>Robert J. Shovlin - President, Clinical Services Division</p> <p>_____ Printed Name and Title</p> <p>October 5, 2017</p> <p>_____ Date</p> <p></p> <p>_____ Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer</p> <p>George A. Cardoza -Senior VP & Chief Financial Officer</p> <p>_____ Printed Name and Title</p> <p>October 5, 2017</p> <p>_____ Date</p> <p><u>Signature Instructions</u></p> <p>For 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).</p>
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