SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA





FROM: Riverside County Regional Medical Center (RCRMC)

December 20, 2011

SUBJECT: Professional Services Agreement for Specialized Pathology Services with Esoterix Genetic Laboratories, LLC.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and authorize the Chairman of the Board to sign the Professional Services Agreement with Esoterix Genetic Laboratories, LLC to provide specialized pathology testing services effective the date of final execution and continue in effect for twelve (12) months, with an option to renew annually up to four (4) additional one-year terms not to exceed the aggregate amount of \$370,000 annually, and;
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement and allow the Purchasing Agent to increase the total compensation not more than 10% should the need for services exceed the

		Douglas D. Bagle	ey, Hospital Dire	ector	
FINIANIOIAL	Current F.Y. Total Cost:	\$370,000	In Current Year	Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustm	nent:	No
DATA	Annual Net County Cost:	\$ 0	For Fiscal Year:	201	1/2012
SOURCE OF FU	JNDS: 100% Hospital Enter	prise Funds		Positions To Be Deleted Per A-30	
				Requires 4/5 Vote	
C.E.O. RECOMI	MENDATION:	APPROVE			
County Executi	ve Office Signature	By: Nuluc Debra Cou	Coursey urnoyer	er	
County Executi	ve Office digitature				
(C.E.O. RECOMI	FINANCIAL Current F.Y. Net County Cost: Annual Net County Cost:	FINANCIAL DATA Current F.Y. Total Cost: \$370,000 Current F.Y. Net County Cost: \$0 Annual Net County Cost: \$0 SOURCE OF FUNDS: 100% Hospital Enterprise Funds C.E.O. RECOMMENDATION: APPROVE Debra County Cost: \$0	FINANCIAL Current F.Y. Total Cost: \$370,000 In Current Year Budget Adjustm For Fiscal Year: SOURCE OF FUNDS: 100% Hospital Enterprise Funds C.E.O. RECOMMENDATION: Pebra Courroyer	FINANCIAL DATA Current F.Y. Net County Cost: Annual Net County Cost: SOURCE OF FUNDS: 100% Hospital Enterprise Funds Positions To Be Deleted Per A-30 Requires 4/5 Vote C.E.O. RECOMMENDATION: APPROVE Debra Cournover

Dep't Recomm. Exec. Ofc.

X

Consent

NUNTY COUNSELL

Prev. Agn. Ref.: 02/03/04, 3.13; 09/2/04, 3.36; 08/09/05, 3.34; (CONT'D PAGE 2) ATTACHMENTS FILED

District: ALL

Agenda Number:

BOARD OF SUPERVISORS Form 11 Page 2

SUBJECT: Professional Services Agreement for Specialized Pathology Services with Esoterix Genetic Laboratories, LLC.

PREVIOUS AGENDA REFERENCE: 07/25/06, 3.42; 07/31/07, 3.86; 07/29/08, 3.113; 09/27/11, 3.24

BACKGROUND:

Riverside County Regional Medical Center (RCRMC) has contracted with Esoterix Genetic Laboratories, LLC. (formerly known as, Genzyme Genetics, Inc.) since February, 2004 providing specialize surgical pathology testing and consultation used in the treatment of cancer and leukemia. LabCorp completed its acquisition of Genzyme Genetics as of December 1, 2010, through LabCorp's wholly-owned subsidiary, Esoterix Genetic Laboratories, LLC.

Esoterix's current contract agreement ended June 30, 2011, with no additional renewal options remaining. On September 27, 2011; Agenda Item 3.24, the Board approved a six-(6) month (180 days) extension to the current contract with Esoterix to continue services until a Request for Proposal (RFP) for specialized surgical pathology consult and testing services was completed and a new contract was awarded.

In September, 2011, County Purchasing released RFP MCARC170, to secure specialized pathology testing services for the hospital. Solicitations were sent to at least three (3) prospective vendors specializing in this service and advertised on the County's Internet/Website. County Purchasing received one bid from Esoterix Genetic Laboratories, LLC. The bid was reviewed by three professional hospital staff based on the bidder's overall responsiveness to the RFP requirements, the effectiveness of the proposal, the geographical area, the background and experience of the bidder, and the overall cost were thoroughly evaluated.

After a review and evaluation of the proposal, Esoterix was determined as the single source & most responsible/responsive vendor. Esoterix Genetic Laboratories, LLC is the only supplier within the geographic area that provides the expertise and combined services required to provide expert diagnostic pathology services for the hospital. Other laboratories outside of the area are not able to provide these services due to the timeframe necessary to deliver and process specimens. Therefore, the Hospital Director requests the Board to approve the abovementioned motions.

PRICE REASONABLENESS:

As a result of RFP MCARC170 and even after the change of company ownership, Esoterix's fee schedule/billing rates remain the same and consistent with the current fiscal year's fee schedule.

FINANCIAL IMPACT:

100% Hospital Enterprise Funds

REVIEW/APPROVAL:

County Purchasing County Counsel

DB:ns

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Medical Center, (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and Esoterix Genetic Laboratories, LLC, hereinafter referred to as CONTRACTOR.

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons/entities who are specially trained, experienced and competent to perform the services required; and

WHEREAS, Contractor has the expertise, special skills, knowledge and experience to perform the duties set out herein;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 36, attached hereto and incorporated herein.

1.0 HIPAA Business Associate Agreement

The CONTRACTOR in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. CONTRACTOR indicates it is a covered entity and therefore, is not required to sign the COUNTY's HIPAA Business Associate Agreement as reflected in Attachment 1 attached hereto.

2.0 DESCRIPTION OF SERVICES

2.1 CONTRACTOR shall provide consultative services and perform specialized pathology testing to assist COUNTY in developing accurate diagnosis, prognosis and monitoring of patient's treatment.

- 2.2 CONTRACTOR shall use its industry standard reasonable efforts to provide for slides and/or blocks to be returned within forty eight (48) hours after case completion.
- 2.3 CONTRACTOR shall during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), make available pathologists for phone consultation and trained customer service representatives to answer technical and logistical questions.
 - 2.3.1 Inquiries requiring the medical / technical staff can be made through CONTRACTOR's Client Services departments at the following phone numbers, as may be updated from time to time:
 - a) Reproductive / Genetics at (800) 848-4436.
 - b) Oncology / Pathology at (800) 447-5816.
 - 2.3.2 CONTRACTOR shall also provide an experienced trained account executive, known as a Territory Manager, as a point of contact for the COUTY for the relevant field. The Territory Manager will be the communication liaison between the COUNTY and CONTRACTOR and responsible for coordinating and developing the relationship between the parties.
- 2.4 CONTRACTOR shall pick up / deliver specimens on a daily basis to COUNTY.

3.0 COUNTY RESPONSIBILITIES

3.1 COUNTY will provide CONTRACTOR, prior to or at the time of service, physician orders, patient information and any other documentation required to perform and bill for services under this agreement. COUNTY shall provide specimens to CONTRACTOR in accordance with CONTRACTOR's specimen requirements.

4.0 PERIOD OF PERFORMANCE

This Agreement shall be effective as of January 1, 2012 and continue in effect for twelve (12) months, with an option to renew (through mutually signed amendment) annually up to four (4) additional one-year terms, unless terminated as specified in Section 7.0 Termination.

5.0 COMPENSATION

- 5.1 Except as otherwise designated by COUNTY on the applicable test requisition form, CONTRACTOR shall invoice COUNTY for its services in accordance with **Exhibit A**, Payment Provisions, attached hereto and incorporated herein. Fees for services not listed in **Exhibit A** performed by CONTRACTOR at COUNTY's request will be invoiced and shall be paid by COUNTY at CONTRACTOR's list fees. Except as otherwise provided in this Section, this section may only be modified upon the written agreement of the parties hereto.
- 5.2 Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred seventy thousand dollars (\$370,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in this Agreement,

COUNTY shall not be responsible for payment of any of CONTRACTOR's expense related to this Agreement.

- 5.3 No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.
- 5.4 All invoices submitted by CONTRACTOR shall be addressed to, Riverside County Regional Medical Center, Attention: Accounts Payable, 26520 Cactus Avenue, Moreno Valley, CA 92555.
- 5.5 COUNTY shall pay CONTRACTOR for services provided hereunder in accordance with the amounts invoiced within thirty (30) days of receipt of such invoice. This Section 5.5 shall survive termination of this Agreement.

6.0 ASSURANCES

- 6.1 CONTRACTOR agrees that, in the performance of services hereunder, it is, and will remain, in compliance with all applicable State and Federal laws and the applicable standards of CAP and CLIA.
- 6.2 CONTRACTOR certifies that it is aware of the Occupational Safety and Health Administration (OSHA) regulations of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement, as applicable.

7.0 TERMINATION

7.1 Each party may terminate this Agreement without cause upon 30 days written notice served upon the other party stating the extent and effective date of termination.

- 7.2 Each party may, upon thirty (30) days written notice, terminate this Agreement for the other party's material breach of the terms and conditions of this Agreement and provided the breaching party does not cure such breach within such thirty (30) day notice period.
- 7.3 After receipt of the notice of termination, CONTRACTOR shall Stop all work under this Agreement on the date specified as the date of termination in the notice of termination; provided, however that CONTRACTOR can complete services requested by COUNTY that were in process as of the date of termination.
- 7.4 After termination, COUNTY shall make payment for CONTRACTOR's performance up to the date of termination as well as following termination with respect to any services that were in process as of the date of termination but completed after the date of termination, each in accordance with this Agreement and at the rates set forth herein. This Section 7.4 shall survive termination of this Agreement.
- 7.5 If either party terminates this Agreement prior to the end of the initial one-year term, then the parties shall not enter into any other type of agreement or arrangement with each other with respect to services covered by this Agreement prior to the date the initial term otherwise would have expired.
- 7.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

8.0 CONFIDENTIALITY

- 8.1 To the extent required by applicable laws, rules and regulations, CONTRACTOR agrees to protect from unauthorized disclosure of names and other identifying information concerning either persons receiving services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of services performed under this Agreement, except statistical information not identifying any such person.
- 8.2 For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph.

9.0 HOLD HARMLESS/INDEMNIFICATION

- 9.1 (a) CONTRACTOR shall indemnify, defend and hold harmless the County of Riverside, its directors, officers, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as COUNTY Indemnitees) from any liability whatsoever, incurred as a result of third party claims, demands, costs (including reasonable attorneys' fees) or judgments against or arising from injuries caused by the negligence or intentional wrongful act or omission by CONTRACTOR, its officers, employees, subcontractors, agents or representatives in the performance of this Agreement, including but not limited to property damage, bodily injury, or death or any other injury of any kind or nature whatsoever, unless liability is caused by or arises out of the negligence or intentional wrongful act or omission by any of the COUNTY Indemnitees.
- (b) COUNTY shall be responsible for its own acts and omissions to the extent not prohibited pursuant to applicable laws, rules and regulations.

- 9.2 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY Indemnitees herein from third party claims.
- 9.3 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR or the COUNTY from their respective indemnification obligations hereunder, to the fullest extent allowed by law. This Article 9 shall survive termination of the Agreement.
- 9.4 Each party agrees to notify the other in writing promptly of receipt of notification of any claim made against either of them based on obligations indemnified against. However, failure to provide such notice shall not waive, reduce or otherwise affect in any way the obligations and rights of the parties hereunder unless such failure shall materially prejudice the ability of the indemnifying party to defend such claim.

10.0 INSURANCE

10.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

10.2 WORKERS' COMPENSATION

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not

less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

10.3 COMMERICIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, contractual liability, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

10.4 VEHICLE LIABILITY

obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

10.5 PROFESSIONAL LIABILITY

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and

\$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

10.6 GENERAL INSURANCE PROVISIONS - ALL LINES

A. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

B. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such

deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- C. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance.
- D. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- E. if, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to request adjustment to the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate;

PROFESSIONAL SERVICES AGREEMENT BETWEEN SIDE COUNTY RECIONAL MEDICAL CENTER

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND ESOTERIX GENETIC LABORATORIES, LLC

provided, however that any modifications to CONTRACTOR's obligations must be mutually agreed in writing by the parties hereto.

- F. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- G. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

11.0 [Intentionally Omitted]

12.0 RECORDS AND DOCUMENTS

- duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR to the extent required by 42 USC Section 1395x(v)(1)(I). All such CONTRACTOR shall maintain books and records for at least four (4) years from the termination of this Agreement.
- 12.2 CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be reasonably requested by COUNTY.

13.0 MONITORING

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CONTRACTOR'S performance under this Agreement; provided, however, that this shall not obligate CONTRACTOR to provide access to any CONTRACTOR facilities or records, except as otherwise set forth herein.

14.0 LICENSE

- 14.1 CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the applicable laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. Inability to obtain or maintain such license(s) shall be cause for termination of this Agreement.
- 14.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all applicable federal and state licensing requirements. Inability to obtain or maintain such license(s) shall be cause for termination of this Agreement.
- 14.3 COPY REQUIRED. Copies of CONTRACTOR's current licenses are available on its website (currently, at www.genzymegenetics.com)
- 14.4 Further, CONTRACTOR hereby agrees to abide by the applicable standards of medical practice of the profession when performing services hereunder.

15.0 NONDISCRIMINATION AND ELIGIBILITY

15.1 The CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, or physical or mental handicap, and shall comply with all other applicable requirements of law regarding non discrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

- 15.2 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include but at not limited to the following:
- A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.
- B. Treatment in any matter related to his receipt of any service, except when necessary for infection control.
- C. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.
- D. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

16.0 CONFLICT OF INTEREST

In the performance of services pursuant to this Agreement, CONTRACTOR and CONTRACTOR'S employees shall follow the policies set forth in the Code of Conduct and Business Ethics of CONTRACTOR's parent, Laboratory

Corporation of America Holdings, which are designed to promote avoidance of conflicts of interests.

17.0 ALTERATION

- 17.1 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- 17.2 Only the County Board of Supervisors or County Purchasing Agent may authorize the alteration or revision of this Agreement on behalf of the COUNTY. The parties expressly recognize that COUNTY personnel are without authorization to either change or waive any requirements of this Agreement.

18.0 ASSIGNMENT

CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY or may be delegated to an affiliate. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY; provided that CONTRACTOR may assign the rights hereunder to an affiliate without COUNTY's consent. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR, CONTRACTOR'S business organization, management of

CONTRACTOR'S ownership of other business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

19.0 ADMINISTRATION

The County of Riverside Laboratory Manager, or designee, shall administer this Agreement on behalf of the COUNTY. Contracts Administration is to serve as its liaison with CONTRACTOR in connection with this agreement.

20.0 WAIVER

Any waiver by a party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of a party hereto to require exact, full and complete compliance by the other party hereto with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or a waiver of enforcement hereof.

21.0 JURISDICTION, VENUE, SEVERABILITY

This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the Superior Court of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22.0 INDEPENDENT CONTRACTOR

22.1 The CONTRACTOR is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

22.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

23.0 SUBCONTRACT FOR WORK OR SERVICES

23.1 No subcontract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrator but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

shall obtain prior approval from COUNTY and shall require all subcontractors to abide by all the same terms and conditions stipulated in this master Contract Agreement. CONTRACTOR shall provide the name(s) of the subcontractor(s) and the portion of the work which will be subcontracted. Section 23.1 and the first two sentences of Section 23.2 shall not apply to (i) services performed by the parent or an affiliate of CONTRACTOR or (ii) performance by a third party of services requested by COUNTY of CONTRACTOR that are not within CONTRACTOR's directory of services. In the event services are requested by the COUNTY that are not within CONTRACTOR's directory of services, testing on a particular specimen may be performed by a third party laboratory and COUNTY shall reimburse CONTRACTOR for any such services at the rates charged to CONTRACTOR by such third party laboratory.

24.0 INTEREST OF CONTRACTOR

The CONTRACTOR presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would prevent the proper performance of services required to be performed under this contract.

25.0 CONFIDENTIALITY OF BUSINESS INFORMATION

25.1 Neither party hereto shall use for personal gain or make other improper use of privileged or confidential information of the other party, which is acquired in connection with this contract and each party shall take all responsible steps and do all things reasonably necessary to ensure any such privileged or confidential

information shall be kept confidential and shall not be disclosed or made use of except as necessary for the acquiring party to perform its obligations under this Agreement. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; pricing, names of clients, medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTOR or subcontractors in advance of official announcement.

- 25.2 The CONTRACTOR shall not under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this contract.
- 25.3 The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

26.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

27.0 FORCE MAJEURE

27.1 In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war,

PROFESSIONAL SERVICES AGREEMENT

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND ESOTERIX GENETIC LABORATORIES, LLC

civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

27.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

28.0 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

29.0 NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid.

CONTRACTOR

COUNTY

Esoterix Genetic Laboratories, LLC

Riverside County Regional Medical Center

3400 Computer Drive

26520 Cactus Avenue

Westborough, MA 01581

Moreno Valley, CA 92555

Attn: Contract Administration

Attn: Contracts Administration

With a copy to:

PROFESSIONAL SERVICES AGREEMENT BETWEEN

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND **ESOTERIX GENETIC LABORATORIES, LLC**

Laboratory Corporation of America Holdings

531 S. Spring Street

Burlington, NC 27215

Attn: Law Department

RELEASE 30.0

Notwithstanding anything herein to the contrary, except for damages arising

out of willful or reckless actions, neither party shall be liable to the other for indirect,

incidental, consequential, exemplary, or special damages, including, without limitation,

damages for lost profits, regardless of the form of action whether in contract, indemnity,

warranty, strict liability, or tort.

31.0 DISCLAIMER OF WARRANTIES

Except as otherwise expressly provided in this Agreement; neither

CONTRACTOR, nor any of its representatives or employees has made or makes any

express or implied warranty to COUNTY. CONTRACTOR specifically disclaims the

implied warranties of merchantability and fitness for a particular purpose.

32.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto with

respect to its subject matter and supersedes all prior and contemporaneous

representations, proposals, discussions and communications, whether oral or in writing.

This contract may be modified only in writing and shall be enforceable in accordance

with its terms when signed by each of the parties hereto.

20

PROFESSIONAL SERVICES AGREEMENT BETWEEN

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND ESOTERIX GENETIC LABORATORIES, LLC

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR	COUNTY
Esoterix Genetic Laboratories, LLC	
By: Mulo 7 My	By:
Michael F. Minahan Type or Print Name	Type or Print Name
Senior V.P. and General Manager, Genzyme Genetics Business Unit Type or Print Title	Chairman Type or Print Title
Date:	Date:

The parties acknowledge and agree that the rates set forth herein constitute fair market value for the genetic testing services. The parties agree that COUNTY is under no obligation to solicit, refer or solicit referrals of patients for any CONTRACTOR business. COUNTY will not receive any benefit of any kind for making any referrals nor suffer any detriment for not making such referrals.

To the extent that the rates set forth below reflect a discount offered by CONTRACTOR, such discount may constitute a discount within the meaning of 42 U.S.C. §1320A-7b(b)(3)(A) of the Social Security Act, and may constitute a discount under similar state laws that are applicable to COUNTY. COUNTY may have an obligation to fully disclose and accurately report these discounts to state and federal programs which provide cost or charge based reimbursement for the services provided under the Agreement. COUNTY should retain the Agreement and any other price documentation and make them available to federal and state officials as may be required or upon request.

Evhibit A

Exhibit A Genetic Testing Fee Schedule Cytogenetics	Test/ Profile	CPT4	List Units	Di	Client scount Price
Cytogenetics					
Products of Conception Chromosome Analysis Tissue Culture for Non-neoplastic Disorders; Skin or oth Tissue Biopsy	180 ner Solid	88233	2	\$	460.00
Chromosome Analysis; Count 15-20 Cells if possible, 2		88262	1		
Karyotypes, w/ Banding Cytogenetics & Molecular Cytogenetics, Interpretation a		88291	1		
ONCOLOGY					
IHC .	M				
Breast Cancer Profiles ER/PR	293			\$	200.00
Morphometric Analysis, Tumor Immunohistochemistry C or Semiquantitative, Each Antibody, Manual	Quantitative	88360	2		
ER/PR & HER2 FISH	296			\$	500.00
Morphometric Analysis, Tumor Immunohistochemistry C		88360	2	ŕ	
or Semiquantitative, Each Antibody, Manual Morphometric Analysis, in situ Hybridization Quantitativ Semiquantitative, Each Probe, Manual	e or	88368	= 2		
ER/PR, DNA, Her2 (FISH)	612			\$	625.00
Flow cytometry; cell cycle or DNA analysis		88182	1		
Morphometric Analysis, Tumor Immunohistochemistry	Quantitative	88360	2		
or Semiquantitative, Each Antibody, Manual Morphometric Analysis, in situ Hybridization Quantitativ Semiquantitative, Each Probe, Manual	e or	88368	2		
ER/PR, DNA, Ki-67, Her2, Fish	613			\$	625.00

Her2 by FISH	237			\$	400.00
Her2 (IHC) Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual	290 antitative	88360	1	\$	125.00
Individual Breast Cancer Markers					
DNA & Ki-67 Flow cytometry; cell cycle or DNA analysis Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual	616 antitative	88182 88360	1	\$	195.00
Flow cytometry; cell cycle or DNA analysis Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual	antitative	88182 88360	1 5		
ER/PR, DNA, Ki-67, P53, Her2, IHC	610			\$	450.00
ER/PR, DNA, Ki-67 & Her2 (IHC) Flow cytometry; cell cycle or DNA analysis Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual	299 antitative	88182 88360	1 4	\$	225.00
ER/PR, DNA & Her2 (IHC) Flow cytometry; cell cycle or DNA analysis Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual		88182 88360	1 3	\$	225.00
ER/PR, Her2 (IHC) & Ki-67 Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual	295 antitative	88360	4	\$	320.00
ER/PR & Her2 - (IHC) Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual	294 antitative	88360	3	\$	300.00
Morphometric Analysis, in situ Hybridization Quantitative o Semiquantitative, Each Probe, Manual	r	88368	2		
Her2 FISH and Her2 by IHC Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual	611 antitative	88360	1	\$	500.00
ER/PR, DNA, Ki-67, P53, Her2, Fish Flow cytometry; cell cycle or DNA analysis Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual Morphometric Analysis, in situ Hybridization Quantitative o Semiquantitative, Each Probe, Manual		88182 88360 88368	1 4 2	\$	625.00
Morphometric Analysis, in situ Hybridization Quantitative o Semiquantitative, Each Probe, Manual		88368	2		
Flow cytometry; cell cycle or DNA analysis Morphometric Analysis, Tumor Immunohistochemistry Qua or Semiquantitative, Each Antibody, Manual		88182 88360	1		*

Morphometric Analysis, in situ Hybridization Quantitative Semiquantitative, Each Probe, Manual	or	88368	2		
DNA	420			\$	170.00
Flow cytometry; cell cycle or DNA analysis		88182	1		
Genetic Testing Fee Schedule	Test/	CPT4	List	(Client
				Di	scount
	Profile		Units		Price
Colorectal Cancer Profiles					
hMLH-1 / hMSH-2 by IHC	664			\$	200.00
Immunohistochemistry, Each Antibody	004	88342	2	Ψ	200.00
Infiliationistochemistry, Lach Antibody		00042			
hMLH-1 / hMSH-2 / hMSH-6 by IHC	665			\$	200.00
Immunohistochemistry, Each Antibody		88342	3		
				_	
hMLH-1 / hMSH-2 / hMSH-6 / PMS2 by IHC	666			\$	200.00
Immunohistochemistry, Each Antibody		88342	4		
LANCINA / LANCINA by HIC & MCI by DCD	668			\$	900.00
hMLH-1 / hMSH-2 by IHC & MSI by PCR Molecular Diagnostics; Molecular Isolation or Extraction	000	83890	2	Ψ	500.00
Amplification of Patient Nucleic Acid, Multiplex, First Two	Nucleic	83900	1		
Acid Sequences	14401010	00000	•		
Acid Sequences Amplification of Patient Nucleic Acid, Multiplex, Each Add	litional	83901	8		
Nucleic Acid Sequence					
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool		83907	1		
specimens, paraffin embedded tissue)					
Separation and Identification by High Resolution Techniq	ue	83909	2		
(eg.capillary electrophoresis)			.35		
Interpretation and Report Professional Component		83912- 26	1		
Immunohistochomistry Foob Antihody		88342	2		
Immunohistochemistry, Each Antibody Microdissection; Manual		88381	1		
IHC LANGE OF THE L					
hMLH-1 / hMSH-2 / hMSH-6 by IHC & MSI by PCR	669			\$	950.00
Molecular Diagnostics; Molecular Isolation or Extraction	000	83890	2	•	••••
Amplification of Patient Nucleic Acid, Multiplex, First Two	Nucleic	83900	1		
Acid Sequences					
Amplification of Patient Nucleic Acid, Multiplex, Each Add	ditional	83901	8		
Nucleic Acid Sequence					
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool		83907	1		
specimens, paraffin embedded tissue)		00000	^		
Separation and Identification by High Resolution Technic	ue	83909	2		
(eg.capillary electrophoresis)		83912-	1		
Interpretation and Report Professional Component		83912- 26	1		
Immunohistochemistry, Each Antibody		88342	3		

Colorectal Cancer Profiles (Continued)

ESOTERIX GENETIC EADORATOR	,			
hMLH-1 / hMSH-2 / hMSH-6 / PMS2 by IHC & MSI by 659 PCR			\$	1,000.00
Molecular Diagnostics; Molecular Isolation or Extraction Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic	83890 83900	2 1		
Acid Sequences Amplification of Patient Nucleic Acid, Multiplex, Each Additional	83901	8		
Nucleic Acid Sequence Separation and Identification by High Resolution Technique (eg.capillary electrophoresis)	83909	2		
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)	83907	1		
Interpretation and Report Professional Component	83912- 26	1		
Immunohistochemistry, Each Antibody	88342	4		
Microdissection; Manual	88381	1		
			\$	200.00
p53 & TS 660 mmunohistochemistry, Each Antibody	88342	1	Ψ	200.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	1		
OT TO 0 TO CC4			\$	225.00
p27, p53 & TS 661	88342	1	Þ	225.00
Immunohistochemistry, Each Antibody Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	2		
p53. TS & DNA 662			\$	500.00
p53, TS & DNA 662 Immunohistochemistry, Each Antibody	88342	1	Ψ	500.00
Flow cytometry; cell cycle or DNA analysis	88182	i		
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	1		
p27, p53, TS & DNA 663			\$	395.00
p27, p53, TS & DNA 663 Immunohistochemistry, Each Antibody	88342	1	Ψ	000.00
Flow cytometry; cell cycle or DNA analysis	88182	1		
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	2		
Colorectal Cancer IHC Individual Markers				
IHC (hMLH1/hMSH2/hMSH6/PMS2) 671			\$	200.00
Immunohistochemistry, Each Antibody	88342	1		
IHC Prognostic/Predictive (TS/EGFR/P27/P53) 678 Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	1	\$	125.00
EGFR (Pharm DX) IHC 670 Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	1	\$	200.00
ERCC1 Analysis 604 Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiguantitative, Each Antibody, Manual	88360	1	\$	200.00

DNA - Colorectal Flow Cytometry; Cell Cycle or DNA Analysis	435	88182	1	\$ 210.00
Genetic Testing Fee Schedule	Test/	CPT4	List	Client scount
Diagnostic IHC	Profile		Units	Price
Diagnostic inc	100			
IHC (Immunohistochemistry) Technical Component Only	675			\$ 45.00
Technical component; Immunohistochemistry, Each Antibody		88342- TC	1	
IHC (Immunohistochemistry) Technical Component Only	676			\$ 60.00
Technical Component; Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative Antibody, Manual	e, Each	88360- TC	1	
IHC Prognostic/Predictive (TS/EGFR/P27/P53) Morphometric Analysis, Tumor Immunohistochemistry or Semiquantitative, Each Antibody, Manual	678 Quantitative	88360	1	\$ 125.00
Immunohistochemistry (1)	690			\$ 60.00
Immunohistochemistry, Each Antibody		88342	1	
Immunohistochemistry (2) Immunohistochemistry, Each Antibody	691	88342	2	\$ 120.00
Immunohistochemistry (3) Immunohistochemistry, Each Antibody	692	88342	3	\$ 180.00
Immunohistochemistry (4) Immunohistochemistry, Each Antibody	693	88342	4	\$ 350.00
Refer to Antibody Library of >200 IHC markers	674			\$ 50.00
Immunohistochemistry, Each Antibody		88342	1	
Immunohistochemistry Quantitative or Semiquantitative (1)	694			\$ 60.00
Morphometric Analysis, Tumor Immunohistochemistry or Semiquantitative, Each Antibody, Manual	Quantitative	88360	1	
Immunohistochemistry Quantitative or	695			\$ 120.00
Semiquantitative (2) Morphometric Analysis, Tumor Immunohistochemistry or Semiquantitative, Each Antibody, Manual	Quantitative	88360	2	
Immunohistochemistry Quantitative or	696			\$ 180.00
Semiquantitative (3) Morphometric Analysis, Tumor Immunohistochemistry or Semiquantitative, Each Antibody, Manual	Quantitative	88360	3	

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Immunohistochemistry Quantitative or Semiquantitative (4)	697			\$	320.00
Morphometric Analysis, Tumor Immunohistochemistry Qu or Semiquantitative, Each Antibody, Manual	antitative	88360	4	=	
IHC Prognostic/Predictive Markers (ER/PR/Ki- 67/p53)	678			\$	125.00
Morphometric Analysis, Tumor Immunohistochemistry Qu or Semiquantitative, Each Antibody, Manual	antitative	88360	1		
Micrometastases					
Bone Marrow/ Peripheral Blood Micrometastases Fresh (single antibody)	631			\$	200.00
Immunohistochemistry, Each Antibody		88342	1		
Melanoma-Micrometastases- Lymph Node (two antibodies)	632			\$	215.00
Immunohistochemistry, Each Antibody		88342	2		
Molar Pregnancy Evaluation					
Molar Pregnancy Evaluation (p57 and DNA Ploidy/ S Phase)	677			\$	195.0
Immunohistochemistry, Each Antibody Flow cytometry; cell cycle or DNA analysis		88342 88182	1		
ISCOPE					
ER/PR (iSCOPE) Global Morphometric Analysis, Tumor Immunohistochemistry Qu or Semiquantitative, Each Antibody; Using Computer Ass Technology	255 antitative isted	88361	2	\$	340.0
ER/PR (iSCOPE) Technical Component Only Technical Component;Morphometric analysis, Tumor	256	88361- TC	2	\$	225.0
Her2 (iSCOPE) Global Morphometric Analysis, Tumor Immunohistochemistry Qu or Semiquantitative, Each Antibody; Using Computer Ass Technology	257 antitative isted	88361	1	\$	150.0
Her2 (iSCOPE) Technical Component Only Technical Component;Morphometric analysis, Tumor	258	88361- TC	1	\$	100.0
Ki-67 (iSCOPE) Global Morphometric Analysis, Tumor Immunohistochemistry Qu or Semiquantitative, Each Antibody; Using Computer Ass Technology		88361	1	\$	40.0
Ki-67 (ISCOPE) Technical Component Only	260			\$	25.0

Technical Component;Morphometric analysis, Tumor		88361- TC	1		
Genetic Testing Fee Schedule	Test/	CPT4	List		Client scount
Bone Marrow Morphology	Profile		Units	1	Price
Complete Bone Marrow Morphology Study: includes BM aspirate	680			\$	460.00
Bone Marrow, Smear Interpretation Level IV - Surgical Pathology, Gross and Microscopic		85097 88305	1 1		
Examination Decalcification Procedure Special Stains, Group II, All other except Immunocytochemistry		88311 88313	1 3		
Special Stains - Group II Special Stains, Group II, All other except Immunocytochemistry	681	88313	1	\$	80.00
Special Stain- Group I for microorganisms Special Stains, Group I for Microorganisms, Each	682	88312	1	\$	80.00
Determinative Histochemistry Determinative Histochemistry or Cytochemistry to Identify Genetic Testing Fee Schedule	683 Enzyme	88319	1	\$	80.00
Bone Marrow Smear Interpretation Bone Marrow, Smear Interpretation	684	85097	1	\$	280.00
Peripheral Blood Smear Interpretation Blood Smear, Peripheral, Interpretation by Physician with Report	685 Written	85060	1	\$	200.0
Special Stains - Group II Technical Component; Special Stains, Group II	686	88313- TC	1	\$	138.0
Special Stains - Group I for microorganisms Technical Component; Special Stains, Group 1	687	88312- TC	1	\$	132.0
Submitted Stained Slide Professional Component; Special Stains, Group II	688	88313- 26	1	\$	200.0
Decalcification Procedure Decalcification Procedure	689	88311	1	\$	70.00
Pathology consultation and report on referred	426			\$	375.00
slides Consultation and Report on Referred Slides Prepared Elsewhere		88321	1		

Pathology Review 429	00205	4	\$	276.00
Level IV - Surgical Pathology, Gross and Microscopic Examination	88305	1		
Determinative Histochemistry - Technical 698 Component	88319- TC	1	\$	276.00
Flow Cytometry				
Comprehensive Screening Panel 451 Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker	88184	1	\$	400.00
Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	23		
Flow Cytometry, Interpretation, 16 or more Markers	88189	1		
CLL Panel 453 Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker,	88184	1	\$	400.00
Technical Component only, First Marker Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	17		
Flow Cytometry, Interpretation, 16 or more Markers	88189	1_		
-				400.00
Lymphoma -Tissue/Fluid Panel 411 Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker	88184	1	\$	400.00
Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	18		
Flow Cytometry, Interpretation, 16 or more Markers	88189	11		
Plasma Cell Panel 455			\$	400.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker	88184	1	•	400.00
Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	16		
Flow Cytometry, Interpretation, 16 or more Markers	88189	1		
PNH Panel 417 Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker,	88184	1	\$	395.00
Technical Component only, First Marker Flow Cytometry, Each Additional Marker (list separately in addition	88185	3		
to code for first marker) Flow Cytometry, Interpretation, 2 to 8 Markers	88187	1		
Tiow Cytometry, interpretation, 2 to 5 markers		· ·		
ZAP 70 Expression (Prior CLL Diagnosis) 415 Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker,	88184	1	\$	395.00
Technical Component only, First Marker Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	3		
Flow Cytometry, Interpretation, 2 to 8 Markers	88187	1		
Flow Cytometry: CLL-MRD 419 Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker	88184	1	\$	1,000.00

EGOTEKIK GENETIG EABOKKTO	,			
Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	11		
Flow Cytometry, Interpretation, 9 to 15 Markers	88188	1		
Flow Cytometry First Marker 430 Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker	88184	1	\$	85.00
Flow Cytometry Each Additional Marker 431 Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	1	\$	75.00
Genetic Testing Fee Schedule Test/	CPT4	List		Client
Profile		Units		scount Price
Flow Cytometry (Continued)				*
Flow Cytometry Interpretation; (2-8 markers) 432 Flow Cytometry, Interpretation, 2 to 8 Markers	88187	11	\$	100.00
Flow Cytometry Interpretation; (9-15 markers) 433 Flow Cytometry, Interpretation, 9 to 15 Markers	88188	1	\$	150.00
Flow Cytometry Interpretation; (16 or more markers) 434 Flow Cytometry, Interpretation, 16 or more Markers	88189	11	\$	160.00
DNA 420 Flow cytometry; cell cycle or DNA analysis	88182	1	\$	170.00
Interactive Flow Cytometry				
			\$	395.00
CLL Panel 454 Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker,	88184	1	Ψ	000.00
Technical Component only, First Marker Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	17		
Comprehensive Screening Panel 452			\$	375.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker,	88184	1		
Technical Component only, First Marker Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	23		
Lymphoma -Tissue/Fluid Panel (TF) 407			\$	375.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker,	88184	1		
Technical Component only, First Marker Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	18		
Plasma Cell Panel 456			\$	375.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker,	88184	1		
Technical Component only, First Marker Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	16		

Chromosome Analysis, Bone Marrow Tissue Culture for Neoplastic Disorders; Bone Marrow,					
	130			\$	460.00
ribbab baltare for ribbplacing bitch and a property		88237	2		
Chromosome Analysis; Count 15-20 Cells if possible, 2 Karyotypes, w/ Banding		88262	1		
Cytogenetics & Molecular Cytogenetics, Interpretation and	Report	88291	11		
Chromosome Analysis, Leukemic Blood	170			\$	460.00
Tissue Culture for Neoplastic Disorders; Bone Marrow,		88237	2	·	
Chromosome Analysis; Count 15-20 Cells if possible, 2 Karyotypes, w/ Banding		88262	1		
Cytogenetics & Molecular Cytogenetics, Interpretation and	Report	88291	1		
Chromosome Analysis, Solid Tumor/ Lymphnode/ Ascites/ Effusion	171			\$	460.00
Tissue Culture for Neoplastic Disorders; Solid Tumor		88239	2		
Chromosome Analysis; Count 15-20 Cells if possible, 2 Karyotypes, w/ Banding		88262	1		
Cytogenetics & Molecular Cytogenetics, Interpretation and	Report	88291	1		
Set-up Fee: Unsuccessful Culture/Cancelled Test: Solid Tumor	760	88239	2	\$	75.00
Set-up Fee:Unsuccessful Culture/Cancelled Test:Neoplastic	730	88237	2	\$	75.00
Tissue Culture for Neoplastic Disorders; Solid Tumor	188	88239	2	\$	166.00
Tissue Culture for Neoplastic Disorders; Bone Marrow, Blood Cells	192	88237	2	\$	166.00
FISH Hematology/Oncology When requested, Fluorescence In Situ Hybridization (FISH Genzyme Genetics cytogenetic study.	l) can be	performed a	s an adj	unct to	a
Interphase FISH Analyze 100-300 Cells					
One Probe, One Hybridization / Analysis	461			\$	250.00
Molecular Cytogenetics, DNA Probe Each		88271	1		
Interphase in situ Hybridization, Analyze 100-300 Cells		88275	1		
Individual FISH Probe (Oncology)	463			\$	56.00
Molecular Cytogenetics, DNA Probe Each		88271	1		
	466			\$	320.00
Two Probes Two Hybridizations / Analyses	-100	00074	2	*	
Two Probes, Two Hybridizations / Analyses		88271			
Two Probes, Two Hybridizations / Analyses Molecular Cytogenetics, DNA Probe Each Interphase in situ Hybridization, Analyze 100-300 Cells		88271 88275	2		
Molecular Cytogenetics, DNA Probe Each Interphase in situ Hybridization, Analyze 100-300 Cells				<u> </u>	360 00
Molecular Cytogenetics, DNA Probe Each	467			\$	360.00
Interphase in situ Hybridization, Analyze 100-300 Cells Individual FISH Probe (Oncology)		88275 88271	1		56.0

ESOTERIX GENETIC LABOR	KATOK	iles, LLC			
Four Probes, Four Hybridizations / Analyses	468			\$	400.0
Molecular Cytogenetics, DNA Probe Each		88271	4		
nterphase in situ Hybridization, Analyze 100-300 Cells		88275	4		
ive Probes, Five Hybridizations / Analyses	469			\$	480.0
Nolecular Cytogenetics, DNA Probe Each		88271	5		
nterphase in situ Hybridization, Analyze 100-300 Cells		88275	5		
Six Probes, Six Hybridizations / Analyses	464			\$	560.0
Molecular Cytogenetics, DNA Probe Each	404	88271	6	Ψ	000.0
nterphase in situ Hybridization, Analyze 100-300 Cells		88275	6		
Genetic Testing Fee Schedule	Test/	CPT4	List		Client
				D	iscount
	Profile		Units		Price
FISH Hematology/Oncology (Continued) When requested, Fluorescence In Situ Hybridization (FISH) Genzyme Genetics cytogenetic study.	can be p	performed a	as an adju	unct to	а
Metaphase FISH, Analyze 10-30 Cells					
nterpretation and Report					
Added to all Interphase or Metaphase FISH		00004	4	•	cc
Cytogenetics & Molecular Cytogenetics, nterpretation & Report	465	88291	1	\$	66.
elg Staining	441			\$	280.
mmunofluorescent study, each antibody; indirect		88347	1		
nethod					
elg FISH Multiple Myeloma Profile	442			\$	1,868.
mmunofluorescent study, each antibody; indirect		88347	1		
method					
Morphometric Analysis, in situ Hybridization Quantitative or		88368	6		
Semiquantitative, Each Probe, Manual					
olg FISH Individual Probes	443			\$	397.
Morphometric Analysis, in situ Hybridization Quantitative or		88368	1		
Semiquantitative, Each Probe, Manual					
FISH Solid Tumor					
EGFR by FISH	679			\$	700.
Morphometric Analysis, in situ Hybridization Quantitative or		88368	2	•	-
Semiquantitative, Each Probe, Manual					
Har2 by EICH	237			\$	400
Her2 by FISH Morphometric Analysis, in situ Hybridization Quantitative or		88368	2	Ψ	- 700
Semiquantitative, Each Probe, Manual					
					400.
UDOVO(ON // A Lab)	100			<i>a</i> .	
UROVYSION (LA Lab) Morphometric Analysis, in situ Hybridization Quantitative or	486	88368	4	\$	400.

ISH (1997)				
EBER (Epstein Barr Virus) In situ Hybridization (eg, FISH), Each Probe	774	88365	1	\$ 100.00
HPV Screen In situ Hybridization (eg, FISH), Each Probe	770	88365	1	\$ 125.00
HPV Screen & Subtype In situ Hybridization (eg, FISH), Each Probe	771	88365	4	\$ 250.00
HPV Subtype Only In situ Hybridization (eg, FISH), Each Probe	772	88365	3	\$ 125.00
ISH - Technical Component Only Technical Component In situ Hybridization (eg, FISH), eac	775 h probe	88365- TC	1	\$ 180.00
PML (JC Virus) In situ Hybridization (eg, FISH), Each Probe	773	88365	1	\$ 100.00
Molecular				
ABL Kinase Mutation analysis in CML Isolation or Extraction of Highly Purified Nucleic Acids Enzymatic Digestion Amplification of Patient Nucleic Acid, Each Nucleic Acid Se Reverse Transcription Mutation ID by Sequencing Single Segment, Each Segment Separation and Identification by High Resolution Techniqu (eg.capillary electrophoresis) Interpretation and Report AML/ETO by PCR - t(8;21) Isolation or Extraction of Highly Purified Nucleic Acids Enzymatic Digestion Nucleic Acid Probe, Each Amplification of Patient Nucleic Acid, Each Nucleic Acid Se Reverse Transcription Interpretation and Report Professional Component	e 308	83891 83892 83898 83902 83904 83909 83912 83891 83892 83896 83898 83902 83912-	1 2 6 1 2 2 1	\$ 787.00 250.00
B-Cell Gene Rearrangements by PCR Isolation or Extraction of Highly Purified Nucleic Acids Amplification of Patient Nucleic Acid, Each Nucleic Acid So Separation and Identification by High Resolution Technique (eg.capillary electrophoresis) Interpretation and Report EGFR Mutation Tumor Analysis		83891 83898 83909 83912	1 3 3 1	\$ 391.00 800.00
Molecular Diagnostics; Molecular Isolation or Extraction Enzymatic Digestion Amplification of Patient Nucleic Acid, Each Nucleic Acid So	equence	83892 83898	4	

ESUTERIX GENETIC LABOR	AION	ILO, LLO			
Amplification of Patient Nucleic Acid, Multiplex, First Two Nu	ıcleic	83900	1		
Acid Sequences Amplification of Patient Nucleic Acid, Multiplex, Each Addition	nal	83901	2		
Nucleic Acid Sequence Mutation ID by Sequencing Single Segment, Each		83904	8		
Segment Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool		83907	1		
specimens, paraffin embedded tissue) Separation and Identification by High Resolution Technique		83909	8		
(eg.capillary electrophoresis)		02042	4		
Interpretation and Report		83912 88381	1 1		
Microdissection; Manual Genetic Testing Fee Schedule	Test/	CPT4	List		Client
Genetic Testing Fee Schedule	1630	01 14	LIST	D	iscount
	Profile		Units	-	Price
Molecular (Continued)					
In//II Mutation Analysis	318			\$	1,000.00
IgVH Mutation Analysis	310	83891	1	Ψ	1,000.00
Isolation or Extraction of Highly Purified Nucleic Acids Enzymatic Digestion		83892	2		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sec	uence	83898	1		
Amplification of Patient Nucleic Acid, Multiplex, First Two Nu	ucleic	83900	1		
Acid Sequences					
Amplification of Patient Nucleic Acid, Multiplex, Each Addition Nucleic Acid Sequence	onal	83901	12		
Reverse Transcription		83902	1		
Mutation ID by Sequencing Single Segment, Each		83904	1		
Segment Segment					
Separation and Identification by High Resolution Technique		83909	1		
(eg.capillary electrophoresis)					
Interpretation and Report		83912	1		
Inv (16) RT - PCR	168			\$	293.00
Isolation or Extraction of Highly Purified Nucleic Acids		83891	1		
Enzymatic Digestion		83892	1		
Nucleic Acid Probe, Each		83896	1		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sec	quence	83898	1		
Reverse Transcription		83902	1		
Interpretation and Report Professional Component		83912-	1		
		26			
JAK2 V617F Mutation	317			\$	225.00
Isolation or Extraction of Highly Purified Nucleic Acids		83891	1		
Enzymatic Digestion		83892	1		
Nucleic Acid Probe, Each		83896	2		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sec	quence	83898	1		
Interpretation and Report		83912	1		
MDAC Blutetien Analysis	177			\$	587.88
KRAS Mutation Analysis Molecular Diagnostics; Molecular Isolation or Extraction	177	83890	1	Ψ	037.103
Enzymatic Digestion		83892	3		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sec	guence	83898	1		
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool	,	83907	1		
specimens, paraffin embedded tissue)					

ESUTERIA GENETIC LABORATOR	ILS, LLC			
Separation and Identification by High Resolution Technique	83909	2		
(eg.capillary electrophoresis)	00000	2		
Interpretation and Report	83912	1		
Mutation ID by Enzymatic Ligation or Primer Extension, Single	83914	4		
Segment, Each Segment	00204	4		
Microdissection; Manual	88381	1		
Microsatellite Instability by PCR (MSI) 672			\$	325.00
Isolation or Extraction of Highly Purified Nucleic Acids	83891	2		
Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic	83900	1		
Acid Sequences Amplification of Patient Nucleic Acid, Multiplex, Each Additional	83901	8		
Nucleic Acid Sequence	00001	O		
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool	83907	1		
specimens, paraffin embedded tissue)		_		
Separation and Identification by High Resolution Technique	83909	2		
(eg.capillary electrophoresis)	83912-	1		
Interpretation and Report Professional Component	26	'		
Microdissection; Manual	88381	11		
				000.00
P53 Mutation Analysis 304	02004	4	\$	683.00
Isolation or Extraction of Highly Purified Nucleic Acids Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence	83891 83898	1 3		
Enzymatic Digestion	83892	2		
Separation and Identification by High Resolution Technique	83909	3		
(eg.capillary electrophoresis)				
Mutation ID by Sequencing Single Segment, Each	83904	3		
Segment Penart	83912	1		
Interpretation and Report	00012			
PML / RARA by PCR - t(15;17) 307			\$	250.00
Isolation or Extraction of Highly Purified Nucleic Acids	83891	1		
Enzymatic Digestion_	83892	1		
Nucleic Acid Probe, Each	83896 83898	3 2		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence Reverse Transcription	83902	1		
Interpretation and Report Professional Component	83912-	1		
The special content of	26			
A TO			\$	600.00
Quantitative BCR-ABL RT-PCR 159	83891	2	Ψ	000.00
Isolation or Extraction of Highly Purified Nucleic Acids Nucleic Acid Probe, Each	83896	8		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence	83898	8		
Reverse Transcription	83902	2		
Interpretation and Report	83912	1		
Enzymatic Digestion	83892	2		
T-Cell Gene Rearrangements by PCR 166			\$	400.00
T-Cell Gene Rearrangements by PCR Isolation or Extraction of Highly Purified Nucleic Acids	83891	1	₩	100.00
Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic	83900	1		
Acid Sequences		-		
Amplification of Patient Nucleic Acid, Multiplex, Each Additional	83901	8		

Nuclaia Asid Coguenos					
Nucleic Acid Sequence Separation and Identification by High Resolution Techniq (eg.capillary electrophoresis)	ue	83909	4		
Interpretation and Report		83912	1		
UGT1A1	158			\$	700.00
Isolation or Extraction of Highly Purified Nucleic Acids		83891	1		
Enzymatic Digestion		83892	8		
Nucleic Acid Probe, Each		83896	12		
Signal Amplification of Patient Nucleic Acid, Each Nucleic Sequence	: Acid	83908	4		
Interpretation and Report		83912	1		
Genetic Testing Fee Schedule	Test/	CPT4	List		Client iscount
	Profile		Units	_	Price
Pathologist Consultation					
Comprehensive Pathology Consultation and Report (may include IHC)	425			\$	250.00
Consultation and Report on Referred Material Requiring		88323	1		
Preparation of Slides					
Comprehensive Pathology Consultation and Report	426			\$	375.00
on referred slides				·	
Consultation and Report on Referred Slides Prepared		88321	1		
Elsewhere					
CMBP-YU Oncology (919) 361-7700					
BRAF Gene Mutation Detection	2015			\$	290.00
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool	2010	83907	1		
specimens, paraffin embedded tissue)					
Isolation or Extraction of Highly Purified Nucleic Acids		83891	1		
Nucleic Acid Probe, Each		83896	2		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence		83898	2		
Interpretation and Report		83912	1		
BRAF Gene Mutation Detection, Melanoma	480450			\$	550.00
Isolation or Extraction of Highly Purified Nucleic Acids	700700	83891	1		
Nucleic Acid Probe, Each		83896	1		
Amplification of Patient Nucleic Acid, Each Nucleic Acid		83898	1		
Sequence		83907	1		
Sequence Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool		83907	1		
Sequence Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)					
Sequence Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue) Interpretation and Report		83912	1 1 1		
Sequence Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)			1		
Sequence Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue) Interpretation and Report		83912 88381-	1		

ATTACHMENT 1

HIPAA BUSINESS ASSOCIATE AGREEMENT Between the County of Riverside and ESOTERIX GENETIC LABORATORIES, LLC

CONTRACTOR indicates it is a covered entity and therefore, is not required to sign COUNTY's HIPAA Business Associate Agreement.