

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

318A



FROM: Human Resources Department

SUBMITTAL DATE:
December 23, 2013

SUBJECT: Exclusive Care - Second Amendment to the Data Agreement with Quest Diagnostics Incorporated, a Delaware Corporation, from October 2013 - September 2018. [District-All] [Total Cost-\$0] [Premiums Paid by Members]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Second Amendment from October 1, 2013 until September 30, 2018, with Quest Diagnostics Incorporated, A Delaware Corporation, located in Pennsylvania.
2. Authorize the Chairperson to sign three (3) copies of the attached Amendment.
3. Retain one (1) copy of the signed Amendment and return two (2) copies to Human Resources for distribution.

BACKGROUND:

Summary

In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers.

Michael T. Stock
Asst. County Executive Officer/
Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Premiums paid by members	Budget Adjustment: No
	For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION: APPROVE

BY: Samuel Wong 1/29/14
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 1/17/14

- Positions Added
- Change Order
- A-30
- 4/5 Vote

3-34

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Exclusive Care - Second Amendment to the Data Agreement with Quest Diagnostics
Incorporated, a Delaware Corporation, from October 2013 - September 2018. [District-All] [Total
Cost-\$0] [Premiums Paid by Members]**

DATE: December 23, 2013

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

This Provider has completed the Exclusive Care credentialing process which includes all appropriate medical licensure, a current review of the Medical Board of California for actions relating to license or practices of physicians, public records, consumer complaints, business license, and lien verifications. The legal contracting entity has been verified with the W9 and/or the California Business Portal or Business License. This Amendment continues participation in the Exclusive Care Provider Network under the terms similar to other comparable providers under contract.

Impact on Residents and Businesses

There is no impact on residents or businesses. Premium costs are paid by members.

SUPPLEMENTAL:

Additional Fiscal Information

None.

Contract History and Price Reasonableness

This Data Agreement with Quest Diagnostics Incorporated has been in effect since 2008. There is no reimbursement in this Data Agreement.

**SECOND AMENDMENT
TO AGREEMENT BETWEEN
QUEST DIAGNOSTICS INCORPORATED AND
EXCLUSIVE CARE HEALTH PLAN OF THE COUNTY OF RIVERSIDE**

THIS SECOND AMENDMENT (the "Amendment") to the Data Agreement (Agreement) effective the 1st day of May, 2008, and subsequently amended on the 1st day of November, 2008, by and between Exclusive Care Health Plan of the County of Riverside ("Plan") and Quest Diagnostics Incorporated, a Delaware corporation, ("Quest Diagnostics") is entered into as of the 1st day of October, 2013 (the "Effective Date"). Plan and Quest Diagnostics are collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties have previously entered into the Agreement to permit Quest Diagnostics (as defined in the Agreement) to deliver certain laboratory data and other information to Plan and/or Authorized Third Parties; and

WHEREAS, the Parties now desire to amend the requirements in the Agreement as described below;

NOW THEREFORE, in consideration of the above recitals and good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree that the Agreement as referenced above shall be amended as follows:

AMENDMENT

Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following provision:

7. **Term.** This Agreement shall be co-terminus with the current Laboratory Services Agreement between the parties dated October 1, 2013. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. This Agreement shall terminate automatically and concurrently without the need for a signature notice, with the termination of the related Laboratory Services Agreement(s) between Quest Diagnostics and Plan. Final data delivery will be made one month from effective date of termination, after which time there shall be no obligation to further deliver any Data, regardless of dates of service. For the avoidance of doubt, Plan's use of Data in compliance with applicable law to create medical information, disease management, or similar products solely for Plan's internal use shall be deemed "TPO purposes of Plan". However, to the extent that new products or programs are developed that are not specifically linked to data being delivered or other quality reporting measures or which are not related to specific disease management programs operated directly by the Plan such programs will not be deemed to be TPO purposes. For example, products or programs that are developed by the Plan and offered directly to a consumer or employer group would be considered to be for commercialization purposes under the terms of this

Agreement and are expressly prohibited.

All other terms of the Agreement shall remain in full force and effect, except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the dates specified below:

ATTEST:
Clerk to the Board
Kecia Harper-Ihem

COUNTY OF RIVERSIDE:

By: _____
Deputy

By: _____
Chairman, Board of Supervisors

Date: _____

Date: _____

Approved as to form and content:

Pamela J. Walls
County Counsel

By:  _____
Deputy County Counsel

CONTRACTOR: Quest Diagnostics Incorporated

By: _____


Printed Name: _____
Scott Cartier

Title: _____
VP Health Plans & Key Accts

Date: _____
10/16/2013