

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

126



FROM: Riverside County Regional Medical Center (RCRMC)

SUBMITTAL DATE:
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 estimated volume.

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$370,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 100% Hospital Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 7, 2012
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 02/03/04, 3.13; 09/2/04, 3.36; 08/09/05, 3.34; (CONT'D PAGE 2) | **District:** ALL | **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.21

FORM APPROVED BY COUNTY COUNSEL
 DATE: 12/26/12
 BY: NEAL R. KIBNIS
 Departmental Concurrence

Purchasing: *[Signature]*
 Matt Seiler, Assistant Director

Consent Policy
 Consent Policy

Dep't Recomm.:
 Per Exec. Ofc.:

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
ESOTERIX GENETIC LABORATORIES, LLC**

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.

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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 COUNTY 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

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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,

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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.

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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

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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.

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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

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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 COMMERCIAL 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

If vehicles or mobile equipment are used in the performance of the 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

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\$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

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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;

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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

12.1 CONTRACTOR shall make available, upon written request by and 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.

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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.

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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 are 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

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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'S business organization, management of CONTRACTOR,

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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

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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.

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23.2 Should CONTRACTOR subcontract any services, CONTRACTOR 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

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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,

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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

Esoterix Genetic Laboratories, LLC
3400 Computer Drive
Westborough, MA 01581
Attn: Contract Administration

COUNTY

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
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

30.0 RELEASE

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.

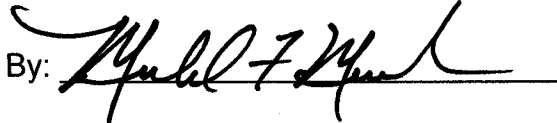
**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
ESOTERIX GENETIC LABORATORIES, LLC**

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

COUNTY

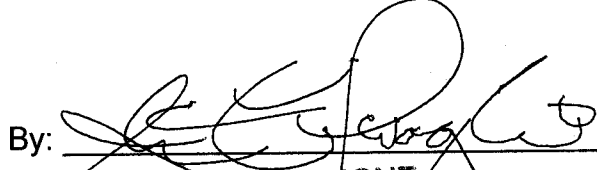
Esoterix Genetic Laboratories, LLC

By: 

Michael F. Minahan
Type or Print Name

Senior V.P. and General Manager,
Genzyme Genetics Business Unit
Type or Print Title


Date: 1/12/12

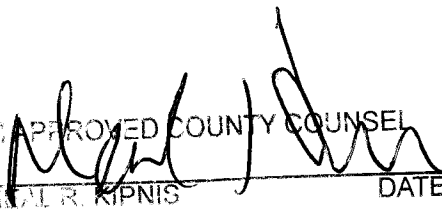
By: 

JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS
Type or Print Name

Chairman
Type or Print Title

Date: FEB 07 2012

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 1/26/12
NEAL R. KIPNIS

**PAYMENT PROVISION
ESOTERIX GENETIC LABORATORIES, LLC**

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.

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

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Flow cytometry; cell cycle or DNA analysis	88182	1		
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	3		
Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual	88368	2		
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ER/PR, DNA, Ki-67, P53, Her2, Fish	614		\$	625.00
Flow cytometry; cell cycle or DNA analysis	88182	1		
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	4		
Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual	88368	2		
<hr/>				
Her2 FISH and Her2 by IHC	611		\$	500.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	1		
Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual	88368	2		
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ER/PR & Her2 - (IHC)	294		\$	300.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	3		
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ER/PR, Her2 (IHC) & Ki-67	295		\$	320.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	4		
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ER/PR, DNA & Her2 (IHC)	298		\$	225.00
Flow cytometry; cell cycle or DNA analysis	88182	1		
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	3		
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ER/PR, DNA, Ki-67 & Her2 (IHC)	299		\$	225.00
Flow cytometry; cell cycle or DNA analysis	88182	1		
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	4		
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ER/PR, DNA, Ki-67, P53, Her2, IHC	610		\$	450.00
Flow cytometry; cell cycle or DNA analysis	88182	1		
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	5		
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DNA & Ki-67	616		\$	195.00
Flow cytometry; cell cycle or DNA analysis	88182	1		
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	1		
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Individual Breast Cancer Markers				
Her2 (IHC)	290		\$	125.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360	1		
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Her2 by FISH	237		\$	400.00

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Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual	88368	2		
DNA	420			\$ 170.00
Flow cytometry; cell cycle or DNA analysis	88182	1		
Genetic Testing Fee Schedule	Test/	CPT4	List	Client
	Profile		Units	Discount
				Price
Colorectal Cancer Profiles				
hMLH-1 / hMSH-2 by IHC	664			\$ 200.00
Immunohistochemistry, Each Antibody	88342	2		
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		
hMLH-1 / hMSH-2 by IHC & MSI by PCR	668			\$ 900.00
Molecular Diagnostics; Molecular Isolation or Extraction	83890	2		
Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic Acid Sequences	83900	1		
Amplification of Patient Nucleic Acid, Multiplex, Each Additional Nucleic Acid Sequence	83901	8		
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)	83907	1		
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)	83909	2		
Interpretation and Report Professional Component	83912-26	1		
Immunohistochemistry, Each Antibody	88342	2		
Microdissection; Manual	88381	1		
IHC				
hMLH-1 / hMSH-2 / hMSH-6 by IHC & MSI by PCR	669			\$ 950.00
Molecular Diagnostics; Molecular Isolation or Extraction	83890	2		
Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic Acid Sequences	83900	1		
Amplification of Patient Nucleic Acid, Multiplex, Each Additional Nucleic Acid Sequence	83901	8		
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)	83907	1		
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)	83909	2		
Interpretation and Report Professional Component	83912-26	1		
Immunohistochemistry, Each Antibody	88342	3		
Microdissection; Manual	88381	1		

Colorectal Cancer Profiles (Continued)

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hMLH-1 / hMSH-2 / hMSH-6 / PMS2 by IHC & MSI by PCR	659			\$ 1,000.00
Molecular Diagnostics; Molecular Isolation or Extraction	83890		2	
Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic Acid Sequences	83900		1	
Amplification of Patient Nucleic Acid, Multiplex, Each Additional Nucleic Acid Sequence	83901		8	
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	
p53 & TS	660			\$ 200.00
Immunohistochemistry, Each Antibody	88342		1	
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360		1	
p27, p53 & TS	661			\$ 225.00
Immunohistochemistry, Each Antibody	88342		1	
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360		2	
p53, TS & DNA	662			\$ 500.00
Immunohistochemistry, Each Antibody	88342		1	
Flow cytometry; cell cycle or DNA analysis	88182		1	
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360		1	
p27, p53, TS & DNA	663			\$ 395.00
Immunohistochemistry, Each Antibody	88342		1	
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			\$ 125.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360		1	
EGFR (Pharm DX) IHC	670			\$ 200.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360		1	
ERCC1 Analysis	604			\$ 200.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual	88360		1	

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DNA - Colorectal Flow Cytometry; Cell Cycle or DNA Analysis	435	88182	1	\$ 210.00
Genetic Testing Fee Schedule	Test/ Profile	CPT4	List Units	Client Discount Price
Diagnostic IHC				
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, Each Antibody, Manual		88360- TC	1	
IHC Prognostic/Predictive (TS/EGFR/P27/P53)	678			\$ 125.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual		88360	1	
Immunohistochemistry (1)	690			\$ 60.00
Immunohistochemistry, Each Antibody		88342	1	
Immunohistochemistry (2)	691			\$ 120.00
Immunohistochemistry, Each Antibody		88342	2	
Immunohistochemistry (3)	692			\$ 180.00
Immunohistochemistry, Each Antibody		88342	3	
Immunohistochemistry (4)	693			\$ 350.00
Immunohistochemistry, Each Antibody		88342	4	
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 Quantitative or Semiquantitative, Each Antibody, Manual		88360	1	
Immunohistochemistry Quantitative or Semiquantitative (2)	695			\$ 120.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual		88360	2	
Immunohistochemistry Quantitative or Semiquantitative (3)	696			\$ 180.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual		88360	3	

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Immunohistochemistry Quantitative or Semiquantitative (4)	697			\$ 320.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual		88360	4	
IHC Prognostic/Predictive Markers (ER/PR/Ki-67/p53)	678			\$ 125.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody, Manual		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			\$ 195.00
Immunohistochemistry, Each Antibody		88342	1	
Flow cytometry; cell cycle or DNA analysis		88182	1	
iSCOPE				
ER/PR (iSCOPE) Global	255			\$ 340.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody; Using Computer Assisted Technology		88361	2	
ER/PR (iSCOPE) Technical Component Only	256			\$ 225.00
Technical Component;Morphometric analysis, Tumor		88361-TC	2	
Her2 (iSCOPE) Global	257			\$ 150.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody; Using Computer Assisted Technology		88361	1	
Her2 (iSCOPE) Technical Component Only	258			\$ 100.00
Technical Component;Morphometric analysis, Tumor		88361-TC	1	
Ki-67 (iSCOPE) Global	259			\$ 40.00
Morphometric Analysis, Tumor Immunohistochemistry Quantitative or Semiquantitative, Each Antibody; Using Computer Assisted Technology		88361	1	
Ki-67 (iSCOPE) Technical Component Only	260			\$ 25.00

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Genetic Testing Fee Schedule	Test/ Profile	88361- TC CPT4	List Units	Client Discount Price
Technical Component; Morphometric analysis, Tumor			1	
Bone Marrow Morphology				
Complete Bone Marrow Morphology Study: includes BM aspirate	680			\$ 460.00
Bone Marrow, Smear Interpretation		85097	1	
Level IV - Surgical Pathology, Gross and Microscopic Examination		88305	1	
Decalcification Procedure		88311	1	
Special Stains, Group II, All other except Immunocytochemistry		88313	3	
Special Stains - Group II	681			\$ 80.00
Special Stains, Group II, All other except Immunocytochemistry		88313	1	
Special Stain- Group I for microorganisms	682			\$ 80.00
Special Stains, Group I for Microorganisms, Each		88312	1	
Determinative Histochemistry	683			\$ 80.00
Determinative Histochemistry or Cytochemistry to Identify Enzyme		88319	1	
Genetic Testing Fee Schedule				
Bone Marrow Smear Interpretation	684			\$ 280.00
Bone Marrow, Smear Interpretation		85097	1	
Peripheral Blood Smear Interpretation	685			\$ 200.00
Blood Smear, Peripheral, Interpretation by Physician with Written Report		85060	1	
Special Stains - Group II	686			\$ 138.00
Technical Component; Special Stains, Group II		88313- TC	1	
Special Stains - Group I for microorganisms	687			\$ 132.00
Technical Component; Special Stains, Group 1		88312- TC	1	
Submitted Stained Slide	688			\$ 200.00
Professional Component; Special Stains, Group II		88313- 26	1	
Decalcification Procedure	689			\$ 70.00
Decalcification Procedure		88311	1	
Pathology consultation and report on referred slides	426			\$ 375.00
Consultation and Report on Referred Slides Prepared Elsewhere		88321	1	

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Pathology Review	429			\$ 276.00
Level IV - Surgical Pathology, Gross and Microscopic Examination		88305	1	
Determinative Histochemistry - Technical Component	698	88319-TC	1	\$ 276.00
Flow Cytometry				
Comprehensive Screening Panel	451			\$ 400.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker		88184	1	
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			\$ 400.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker		88184	1	
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	
Lymphoma -Tissue/Fluid Panel	411			\$ 400.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker		88184	1	
Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)		88185	18	
Flow Cytometry, Interpretation, 16 or more Markers		88189	1	
Plasma Cell Panel	455			\$ 400.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker		88184	1	
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			\$ 395.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker		88184	1	
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	
ZAP 70 Expression (Prior CLL Diagnosis)	415			\$ 395.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker		88184	1	
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			\$ 1,000.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker		88184	1	

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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			\$ 85.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker	88184	1		
Flow Cytometry Each Additional Marker	431			\$ 75.00
Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	1		
Genetic Testing Fee Schedule				
	Test/	CPT4	List	Client
	Profile		Units	Discount
				Price
Flow Cytometry (Continued)				
Flow Cytometry Interpretation; (2-8 markers)	432			\$ 100.00
Flow Cytometry, Interpretation, 2 to 8 Markers	88187	1		
Flow Cytometry Interpretation; (9-15 markers)	433			\$ 150.00
Flow Cytometry, Interpretation, 9 to 15 Markers	88188	1		
Flow Cytometry Interpretation; (16 or more markers)	434			\$ 160.00
Flow Cytometry, Interpretation, 16 or more Markers	88189	1		
DNA	420			\$ 170.00
Flow cytometry; cell cycle or DNA analysis	88182	1		
Interactive Flow Cytometry				
CLL Panel	454			\$ 395.00
Flow Cytometry, Cell Surface, Cytoplasmic, or Nuclear Marker, Technical Component only, First Marker	88184	1		
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, Technical Component only, First Marker	88184	1		
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, Technical Component only, First Marker	88184	1		
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, Technical Component only, First Marker	88184	1		
Flow Cytometry, Each Additional Marker (list separately in addition to code for first marker)	88185	16		

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Cytogenetics				
Chromosome Analysis, Bone Marrow	130			\$ 460.00
Tissue Culture for Neoplastic Disorders; Bone Marrow,		88237	2	
Chromosome Analysis; Count 15-20 Cells if possible, 2		88262	1	
Karyotypes, w/ Banding				
Cytogenetics & Molecular Cytogenetics, Interpretation and Report		88291	1	
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		88262	1	
Karyotypes, w/ Banding				
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		88262	1	
Karyotypes, w/ Banding				
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) can be performed as an adjunct to a Genzyme Genetics cytogenetic study.				
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	
Two Probes, Two Hybridizations / Analyses	466			\$ 320.00
Molecular Cytogenetics, DNA Probe Each		88271	2	
Interphase in situ Hybridization, Analyze 100-300 Cells		88275	2	
Three Probes, Three Hybridizations / Analyses	467			\$ 360.00
Molecular Cytogenetics, DNA Probe Each		88271	3	
Interphase in situ Hybridization, Analyze 100-300 Cells		88275	3	

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Four Probes, Four Hybridizations / Analyses	468			\$ 400.00
Molecular Cytogenetics, DNA Probe Each		88271	4	
Interphase in situ Hybridization, Analyze 100-300 Cells		88275	4	
Five Probes, Five Hybridizations / Analyses	469			\$ 480.00
Molecular Cytogenetics, DNA Probe Each		88271	5	
Interphase in situ Hybridization, Analyze 100-300 Cells		88275	5	
Six Probes, Six Hybridizations / Analyses	464			\$ 560.00
Molecular Cytogenetics, DNA Probe Each		88271	6	
Interphase in situ Hybridization, Analyze 100-300 Cells		88275	6	
Genetic Testing Fee Schedule		Test/ Profile	CPT4	List Units
				Client Discount Price
FISH Hematology/Oncology (Continued)				
When requested, Fluorescence In Situ Hybridization (FISH) can be performed as an adjunct to a Genzyme Genetics cytogenetic study.				
Metaphase FISH, Analyze 10-30 Cells				
Interpretation and Report Added to all Interphase or Metaphase FISH Cytogenetics & Molecular Cytogenetics, Interpretation & Report				
	465	88291	1	\$ 66.00
clg Staining	441			\$ 280.00
Immunofluorescent study, each antibody; indirect method		88347	1	
clg FISH Multiple Myeloma Profile	442			\$ 1,868.00
Immunofluorescent study, each antibody; indirect method		88347	1	
Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual		88368	6	
clg FISH Individual Probes	443			\$ 397.00
Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual		88368	1	
FISH Solid Tumor				
EGFR by FISH	679			\$ 700.00
Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual		88368	2	
Her2 by FISH	237			\$ 400.00
Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual		88368	2	
UROVYSION (LA Lab)	486			\$ 400.00
Morphometric Analysis, in situ Hybridization Quantitative or Semiquantitative, Each Probe, Manual		88368	4	

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ISH			
EBER (Epstein Barr Virus)	774		
In situ Hybridization (eg, FISH), Each Probe		88365	1
			\$ 100.00
HPV Screen	770		
In situ Hybridization (eg, FISH), Each Probe		88365	1
			\$ 125.00
HPV Screen & Subtype	771		
In situ Hybridization (eg, FISH), Each Probe		88365	4
			\$ 250.00
HPV Subtype Only	772		
In situ Hybridization (eg, FISH), Each Probe		88365	3
			\$ 125.00
ISH - Technical Component Only	775		
Technical Component In situ Hybridization (eg, FISH), each probe		88365-TC	1
			\$ 180.00
PML (JC Virus)	773		
In situ Hybridization (eg, FISH), Each Probe		88365	1
			\$ 100.00
Molecular			
ABL Kinase Mutation analysis in CML	151		
Isolation or Extraction of Highly Purified Nucleic Acids		83891	1
Enzymatic Digestion		83892	2
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence		83898	6
Reverse Transcription		83902	1
Mutation ID by Sequencing Single Segment, Each Segment		83904	2
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)		83909	2
Interpretation and Report		83912	1
			\$ 787.00
AML/ETO by PCR - t(8;21)	308		
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 Sequence		83898	2
Reverse Transcription		83902	2
Interpretation and Report Professional Component		83912-26	1
			\$ 250.00
B-Cell Gene Rearrangements by PCR	165		
Isolation or Extraction of Highly Purified Nucleic Acids		83891	1
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence		83898	3
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)		83909	3
Interpretation and Report		83912	1
			\$ 391.00
EGFR Mutation Tumor Analysis	163		
Molecular Diagnostics; Molecular Isolation or Extraction		83890	1
Enzymatic Digestion		83892	4
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence		83898	4
			\$ 800.00

**PAYMENT PROVISION
ESOTERIX GENETIC LABORATORIES, LLC**

Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic Acid Sequences	83900	1		
Amplification of Patient Nucleic Acid, Multiplex, Each Additional Nucleic Acid Sequence	83901	2		
Mutation ID by Sequencing Single Segment, Each Segment	83904	8		
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)	83907	1		
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)	83909	8		
Interpretation and Report	83912	1		
Microdissection; Manual	88381	1		
Genetic Testing Fee Schedule				
	Test/	CPT4	List	Client
	Profile		Units	Discount
				Price
Molecular (Continued)				
IgVH Mutation Analysis	318			\$ 1,000.00
Isolation or Extraction of Highly Purified Nucleic Acids	83891	1		
Enzymatic Digestion	83892	2		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence	83898	1		
Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic Acid Sequences	83900	1		
Amplification of Patient Nucleic Acid, Multiplex, Each Additional Nucleic Acid Sequence	83901	12		
Reverse Transcription	83902	1		
Mutation ID by Sequencing Single Segment, Each Segment	83904	1		
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)	83909	1		
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 Sequence	83898	1		
Reverse Transcription	83902	1		
Interpretation and Report Professional Component	83912-26	1		
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 Sequence	83898	1		
Interpretation and Report	83912	1		
KRAS Mutation Analysis	177			\$ 587.88
Molecular Diagnostics; Molecular Isolation or Extraction	83890	1		
Enzymatic Digestion	83892	3		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence	83898	1		
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)	83907	1		

**PAYMENT PROVISION
ESOTERIX GENETIC LABORATORIES, LLC**

Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)	83909	2		
Interpretation and Report	83912	1		
Mutation ID by Enzymatic Ligation or Primer Extension, Single Segment, Each Segment	83914	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 Acid Sequences	83900	1		
Amplification of Patient Nucleic Acid, Multiplex, Each Additional Nucleic Acid Sequence	83901	8		
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)	83907	1		
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)	83909	2		
Interpretation and Report Professional Component	83912- 26	1		
Microdissection; Manual	88381	1		
P53 Mutation Analysis	304		\$	683.00
Isolation or Extraction of Highly Purified Nucleic Acids	83891	1		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence	83898	3		
Enzymatic Digestion	83892	2		
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)	83909	3		
Mutation ID by Sequencing Single Segment, Each Segment	83904	3		
Interpretation and Report	83912	1		
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	3		
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence	83898	2		
Reverse Transcription	83902	1		
Interpretation and Report Professional Component	83912- 26	1		
Quantitative BCR-ABL RT-PCR	159		\$	600.00
Isolation or Extraction of Highly Purified Nucleic Acids	83891	2		
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
Isolation or Extraction of Highly Purified Nucleic Acids	83891	1		
Amplification of Patient Nucleic Acid, Multiplex, First Two Nucleic Acid Sequences	83900	1		
Amplification of Patient Nucleic Acid, Multiplex, Each Additional	83901	8		

**PAYMENT PROVISION
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Nucleic Acid Sequence				
Separation and Identification by High Resolution Technique (eg. capillary electrophoresis)	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 Acid Sequence	83908		4	
Interpretation and Report	83912		1	

Genetic Testing Fee Schedule	Test/ Profile	CPT4	List Units	Client Discount Price
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Comprehensive Pathology Consultation and Report (may include IHC)	425			\$ 250.00
Consultation and Report on Referred Material Requiring Preparation of Slides	88323		1	

Comprehensive Pathology Consultation and Report on referred slides	426			\$ 375.00
Consultation and Report on Referred Slides Prepared Elsewhere	88321		1	

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BRAF Gene Mutation Detection	2015			\$ 290.00
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)	83907		1	
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	83891		1	
Nucleic Acid Probe, Each	83896		1	
Amplification of Patient Nucleic Acid, Each Nucleic Acid Sequence	83898		1	
Lysis of Cells Prior to Nucleic Acid Extraction (eg, stool specimens, paraffin embedded tissue)	83907		1	
Interpretation and Report	83912		1	
Professional Component; Microdissection; Manual	88381- 26		1	
Technical Component; Microdissection; Manual	88381- TC		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.