

FIRST AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
UNILAB CORPORATION dba QUEST DIAGNOSTICS-UNILAB
for
CLINICAL LABORATORY TESTING SERVICES

FIRST AMENDMENT

Effective July 1, 2022

THIS IS THE FIRST AMENDMENT (hereafter “First Amendment”) to the Quest Diagnostics-Unilab Agreement to provide clinical laboratory testing services for County of Santa Barbara that was effective July 1, 2021 (hereafter “Agreement”), by and between the County of Santa Barbara (COUNTY) and Quest Diagnostics-Unilab (hereafter CONTRACTOR).

WHEREAS, the Agreement is effective through June 30, 2022 unless otherwise earlier terminated; and

WHEREAS, the parties desire to amend the Agreement to extend the term; and

WHEREAS, Section 25 requires the parties amend the Agreement by an instrument of writing and executed by the parties and by no other means; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** The Agreement is amended as follows:
 - a. Section 4 “Term” is deleted and replaced in its entirety with:
 4. **TERM.** CONTRACTOR shall commence performance on July 1, 2021 and end performance upon completion, but no later than June 30, 2023 unless otherwise agreed to by the Parties or unless earlier terminated.
 - b. Exhibit A-1 “Scope of Work” is deleted and replaced in its entirety as attached hereto and incorporated herein by reference.
 - c. Exhibit B, GENERAL, Section A is deleted and replaced in its entirety with:
 - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid, up to but not to exceed a total amount of \$700,000. Notwithstanding the foregoing, COUNTY is solely responsible for monitoring and managing funding and shall not order more testing than funding supports. COUNTY agrees that CONTRACTOR shall be entitled to payment by COUNTY for all COUNTY ordered laboratory testing which is provided under this Agreement; and

- d. Exhibit B, Disease Control Testing Payment Arrangements sections are added in entirety as attached hereto and incorporated herein by reference.
- e. Exhibit B, SART Testing Payment Arrangements sections are added in entirety as attached hereto and incorporated herein by reference.
3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Effectiveness of Agreement.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

(Signatures on the following pages.)

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Unilab Corporation dba Quest Diagnostics-Unilab**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2022.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Unilab Corporation dba Quest Diagnostics-Unilab**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2022.

CONTRACTOR:

Quest Diagnostics-Unilab

By:

Jean-Marc Halbout, Ph.D

Date:

GM/VP, West Region

Title:

**EXHIBIT A-1
SCOPE OF WORK**

PUBLIC HEALTH DISEASE CONTROL & PREVENTION TESTING SERVICES

1. Description:

- 1.1 CONTRACTOR shall provide Clinical Laboratory consumables and required materials for the collection and analysis of TB specimens utilizing the QuantiFERON-TB Gold Plus ("QuantiFERON") testing assay, Syphilis Antibody Cascading Reflex, RPR Monitor with Reflex Titer, and HIV-1/HIV-2 Screening tests for the Santa Barbara County Public Health Department (COUNTY). CONTRACTOR shall provide all necessary supplies for obtaining and processing samples for transport of QuantiFERON specimens to CONTRACTOR.
- 1.2 CONTRACTOR shall maintain an on-going Quality Assurance program acceptable to the COUNTY to ensure the reliability and accuracy of test results. This program must include appropriate quality control for each procedure (i.e., pre-analytical, analytical, and post-analytical procedures).
- 1.3 CONTRACTOR shall provide services that includes daily pick-up of specimens as described in this Section 1.4 below and delivery of reports on a schedule that parallels Quest Diagnostics pre-established testing schedule (e.g., Monday through Friday). In the event there are transportation delays, reporting delays, or if the CONTRACTOR sends QuantiFERON to a referral laboratory that does not fall under the jurisdiction of Quest Diagnostics (CONTRACTOR), the COUNTY must be notified.
- 1.4 CONTRACTOR's personnel shall be responsible for courier services to pick-up specimens submitted by the Disease Control and Prevention Program from the following locations as mutually agreed upon by the parties:

Location Name	Location Address
Santa Barbara County Disease Control and Prevention	315 Camino del Remedio Santa Barbara, CA 93110 (805) 681-5280 Between 4:25 p.m. and 5:30 p.m.
Lompoc Clinical Laboratory	301 N. "R" Street Lompoc, CA 93436 (805) 737-6488 Between 3:30 p.m. and 4:00 p.m.
Santa Maria Clinical Laboratory	2115 S. Centerpointe Parkway Santa Maria, CA 93455 (805) 346-842 Between 4:25 p.m. and 5:00 p.m.

- 1.5 CONTRACTOR shall notify the COUNTY Disease Control and Prevention Liaison via phone (805-681-5280) to assure there are no interruptions to Disease Control and Prevention surveying/result reporting.

2. Contractor's Representation QuantiFERON Testing Services:

- 2.1 CONTRACTOR shall comply with all applicable provisions of the law, regulations, and rules of any and all government agencies. Such compliance shall include any requirements which

CONTRACTOR must meet in order to maintain COUNTY compliance with such laws, regulations and rules, and to preserve its licensure and accreditation with respect to Laboratory services. Applicable laws and regulations include, but are not limited to, provisions of Title 22, California Code of Regulations (CCR), Division 5 relative to Clinical Laboratory Services, and Title 42, Code of Federal Regulations, Part 493 for Medi-Care certification standard including Clinical Laboratory Improvement Amendments of 1988 (CLIA).

2.2 CONTRACTOR shall maintain CLIA licensure.

2.3 CONTRACTOR shall have medical directorship provided by a Board-Certified Physician who shall be available for medical and technical consultation as needed.

2.4 CONTRACTOR must be comply with California Public Health reporting requirements in the Title 17, CCR, section 2505.

3. **Reporting Requirements For Disease Control & Prevention Testing:**

3.1 CONTRACTOR shall offer digital reporting and delivery of results via secure, online methods that have been pre-established by CONTRACTOR.

3.2 The report must include the following information:

- a. Patient's full name, date of birth, sex;
- b. Date collected;
- c. Date received;
- d. Ordering provider;
- e. ICD-10 (diagnosis) code;
- f. CPT code(s) for procedure(s) performed;
- g. Nil, Tuberculosis 1, Tuberculosis 2, and Mitogen response data (Quantiferon Only);
- h. Calculation criteria which parallel reference ranges (e.g., TB1 and TB2 response: <0.35 IU/mL or <25% of Nil) (Quantiferon Only);
- i. Comprehensive statement interpreting results;
- j. Name of reporting Medical Laboratory Scientist (MLS)/Clinical Laboratory Scientist (CLS); and
- k. Results flagged as "critical" or "abnormal".

DISEASE CONTROL TESTING SERVICES

The Santa Barbara County Disease Control and Prevention Program will submit, on an as needed basis, the following tests to Quest. Invoices must clearly specify tests requested by the Disease Control and Prevention Program.

1. Syphilis Antibody Cascading Reflex
2. RPR Monitor with Reflex Titer
3. HIV-1/HIV-2 Screening tests
4. Quantiferon

SEXUAL ASSAULT RESPONSE TEAM (SART) TESTING SERVICES

The Santa Barbara County Disease Control and Prevention Program will submit, on an as needed basis, the following tests to Quest. Invoices must clearly specify tests requested by the Sexual Assault Response Program.

1. Syphilis Antibody Cascading Reflex
2. RPR Monitor with Reflex Titer
3. HIV-1/HIV-2 Screening tests
4. Quantiferon

EXHIBIT B

PAYMENT ARRANGEMENTS

DISEASE CONTROL TESTING PAYMENT ARRANGEMENTS

- A. Where applicable, CONTRACTOR will bill COUNTY and COUNTY shall reimburse CONTRACTOR for all Laboratory Testing Services performed by CONTRACTOR for COUNTY in accordance with the Quest Diagnostics Client List Price Schedule and the below Test Price:

Test Code	Test Name	Test Price
90349	Syphilis Antibody Cascading Reflex*	\$ 58.00
799	RPR Monitor with Reflex Titer*	\$ 5.51
91431	HIV-1/HIV-2 AG/AB wth gen w/ reflex *	\$ 60.00
40085	HIV-1 RNA, QN, RT PCR	\$75.00
91691	HIV-1 RNA PCR w/ reflex*	\$75.00
36970	Quantiferon	\$50.00
*Reflex testing is performed at an additional charge		

- B. CONTRACTOR shall submit an itemized invoice to the COUNTY designated representative (Disease Control and Prevention Program #1402) no later than the 15th of the month following provisions of services. The invoice must reflect:
- o COUNTY Account Name and Address;
 - o Date of Service/Dates of Services;
 - o Patient's full name and date of birth;
 - o Description and CPT codes pertaining to procedure(s) performed; and
 - o Charge(s).
- C. CONTRACTOR to list transmittal fee for testing not performed in-house by CONTRACTOR. Plausible deviations to testing/referral facility should clearly depict the CONTRACTOR'S cost plus the price of transmittal/transportation fee.

SART TESTING PAYMENT ARRANGEMENTS

- A. Where applicable, CONTRACTOR will bill COUNTY and COUNTY shall reimburse CONTRACTOR for all Laboratory Testing Services performed by CONTRACTOR for COUNTY in accordance with the Quest Diagnostics Client List Price Schedule and the below Test Price:

Test Code	Test Name	Test Price
90349	Syphilis Antibody Cascading Reflex*	\$ 58.00
799	RPR Monitor with Reflex Titer*	\$ 5.51
91431	HIV-1/HIV-2 AG/AB wth gen w/ reflex *	\$ 60.00
40085	HIV-1 RNA, QN, RT PCR	\$ 75.00
91691	HIV-1 RNA PCR w/ reflex*	\$ 75.00
36970	Quantiferon	\$ 50.00
*Reflex testing is performed at an additional charge		

- B. CONTRACTOR shall submit an itemized invoice to the COUNTY designated representative (Disease Control and Prevention Program #1501) no later than the 15th of the month following provisions of services. The invoice must reflect:
- o COUNTY Account Name and Address

- Date of Service/Dates of Services
- Patient's full name and date of birth
- Description and CPT codes pertaining to procedure(s) performed
- Charge(s)

C. CONTRACTOR to list transmittal fee for testing not performed in-house by CONTRACTOR. Plausible deviations to testing/referral facility should clearly depict the CONTRACTOR'S cost plus the price of transmittal/transportation fee.