

**THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Amendment III") is made and entered into this 26th day of January, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and UNILAB CORPORATION dba QUEST DIAGNOSTICS, a California Corporation, whose address is 3714 Northgate Boulevard, Sacramento, California 95834 (hereinafter "CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-15-523, dated October 13, 2015, pursuant to which CONTRACTOR agreed to provide certain clinical laboratory and toxicology testing services including, but not limited to, supplies for specimen collections, phlebotomy services, specimen pick up and delivery, laboratory testing, critical value reporting, and routing laboratory orders for health programs for COUNTY's consumers and clients; and

WHEREAS, COUNTY and CONTRACTOR entered a First Amendment number A-15-523-1, dated April 26, 2016 (hereinafter "Amendment I"), pursuant to which CONTRACTOR agreed to an amended scope of work and schedule of fees to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR entered a Second Amendment number A-15-523-2, dated June 23, 2020 (hereinafter "Amendment II"), pursuant to which CONTRACTOR agreed to amend the Agreement in order to extend the term for one additional year and increase the maximum compensation to allow for COVID-19 testing services (Agreement No. A-15-523, Amendment I, and Amendment II shall herein be collectively referred to as the "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to further increase the maximum compensation to compensate for the increased volume of testing and reduce unit pricing for COVID-19 testing services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That all references in the Agreement to "Revised Exhibit C-1" be changed to read "Revised Exhibit C-2," attached hereto and incorporated into the Agreement by this reference.

2. That all references in the Agreement to "Revised Exhibit D-1" be changed to read

1 "Revised Exhibit D-2," attached hereto and incorporated into the Agreement by this reference.

2 3. That Section Four (4) of the Agreement, "COMPENSATION," Subsection A.1), located  
3 on Page Four (4), beginning on line Twenty-four (24) with the word "In" and ending on line Twenty-six  
4 (26) with the word "Agreement." be deleted and replaced in its entirety with the following:

5 "In no event shall the maximum amount of compensation paid to CONTRACTOR by  
6 COUNTY's DPH exceed Two Million Five Hundred Eighty-Five Thousand and no/100 Dollars  
7 (\$2,585,000.00 during the twelve-month period July 1, 2020 through June 30, 2021."

8 4. That Section Four (4) of the Agreement, "COMPENSATION," Subsection B, located on  
9 Page Six (6), beginning on line Seventeen (17) with the letter "B.", and ending on line Nineteen (19)  
10 with the word "Agreement." be deleted and replaced in its entirety with the following:

11 "B. In no event shall the total maximum compensation amount for this Agreement paid  
12 to CONTRACTOR by COUNTY for actual services rendered exceed Three Hundred Sixty-five  
13 Thousand and no/100 Dollars (\$365,000.00) during each of the following twelve-month periods  
14 of this Agreement: July 1, 2015 to June 30, 2016; July 1, 2016 to June 30, 2017; July 1, 2017  
15 to June 30, 2018; July 1, 2018 to June 30, 2019; and July 1, 2019 to June 30, 2020. In no  
16 event shall the total maximum compensation amount for this Agreement paid to  
17 CONTRACTOR by COUNTY for actual services rendered exceed Two Million Eight Hundred  
18 Twenty-five Thousand and No/100 Dollars (\$2,825,000.00) during the twelve-month period July  
19 1, 2020 to June 30, 2021."

20 5. COUNTY and CONTRACTOR agree that this Amendment III may be signed  
21 electronically and that an electronic signature will have the same force and effect as a  
22 handwritten signature.

23 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the  
24 Agreement and, that upon execution of this Amendment, the Agreement, Amendment I, Amendment II,  
25 and this Amendment III together shall be considered the Agreement.

26 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
27 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
28 in full force and effect.

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III as of the  
2 day and year first hereinabove written.

3  
4 **CONTRACTOR:**  
5 **UNILAB CORPORATION dba QUEST**  
6 **DIAGNOSTICS**

**COUNTY OF FRESNO:**

7 DocuSigned by:  
8 *Patrick Plewman*  
9 1F446B3CE9C74B4  
(Authorized Signature)

*Steve Brandau*  
Steve Brandau, Chairman of the Board of  
Supervisors of the County of Fresno

10 Patrick Plewman, VP & GM  
11 \_\_\_\_\_  
12 Print Name & Title  
(Chairman of the Board, or President or Vice  
13 President)

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

14 8401 Fallbrook Avenue, west Hills, CA 91304  
15 \_\_\_\_\_  
16 Mailing Address

By: *Rushi Cuyf*  
Deputy

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24 **FOR ACCOUNTNG**  
25 **USE ONLY:**

26 Fund: 0001  
27 Subclass: 10000  
28 ORG No.: 5620  
Account No.: 7295

**SCHEDULE OF FEES  
DEPARTMENT OF PUBLIC HEALTH**

TEST CODE	TEST NAME	UNIT PRICE
1. 14742	Amphetamine conf (GC/MS)	\$ 26.00
2. 4846	Cannabinoid conf (GC/MS)	\$ 127.55
3. 11328	Cocaine conf (GC/MS)	\$ 17.75
4. 15860	Opiates conf (GC/MS)	\$ 24.50
5. 6251	Phencyclidine (PCP) conf (GC/MS)	\$ 38.10
6. N/A	Ethanol conf (GC/MS)	N/A
7. 799	RPR (screening)	\$ 4.56
8. 285	Direct Bilirubin (CPT Code = 82248)	\$ 3.25
9. 287	Total Bilirubin (CPT Code = 82247)	\$ 3.25
10. 5463	Complete Urinalysis (CPT Code = 81000)	\$ 4.00
11. 4550	General Bacterial Culture	\$ 10.00
12. 484	Glucose	\$ 5.00
13. 480	Gonorrhea Culture	\$ 21.15
14. 497	Gram Stain	\$ 16.00
15. 7600	Lipid Panel	\$ 9.00
16. 10256	Liver Function Panel (CPT Code = 80061)	\$ 4.27
17. 622	Magnesium	\$ 10.00
18. 10165	Metabolic Panel (CPT Code = 80048)	\$ 4.46
19. 4503	Mycobacterial Acid Fast Smear	\$ 21.55
20. 4554	Mycobacterial Culture	\$ 97.40
21. 718	Phosphorus	\$ 3.25
22. 17304	SDA for Gonorrhea	\$ 25.00
23. 17303	SDA for Chlamydia	\$ 25.00
24. 809	Sed Rate (ESR) Westergren	\$ 11.15
25. 10108	Stool Culture	\$ 169.46
26. 859	T-3, Total (CPT Code = 84480)	\$ 28.40
27. 867	T-4, (Thyroxine), Total	\$ 16.30
28. 653	TPPA (confirmation)	\$ 86.00
29. 899	TSH	\$ 8.00
30. 905	Uric Acid	\$ 14.35
31. 8563	Urinalysis (Micro only)(CPT Code = 81002)	\$ 2.16
32. 6448	Urinalysis (w/o Micro)(CPT Code = 81015)	\$ 1.84
33. 395	Urine Culture	\$ 11.20
34. 4128	VDRL (CSF only)	\$ 26.35
35. 6399	CBC with Differential	\$ 5.00
36. 90858	Coccidioidal Serology Panel	\$ 153.92
37. 10231	Comprehensive Metabolic Panel* (CPT) Code = 80053; *different from Metabolic Panel	\$ 5.57

**SCHEDULE OF FEES  
DEPARTMENT OF PUBLIC HEALTH**

TEST CODE	TEST NAME	UNIT PRICE
38. 496	Hemoglobin A1C Immunoassay	\$ 47.00
39. 1759	Hemogram (BC w/ platelet count)	\$ 4.95
40. 512	Hepatitis A Antibody, IgM	\$ 11.00
41. 501	Hepatitis B Core Antibody	\$ 11.00
42. 8475	Hepatitis B Surface Antibody	\$ 11.00
43. 498	Hepatitis B Surface Antigen	\$ 11.00
44. 8472	Hepatitis C (Anti-HCV)	\$ 11.00
45. 6447	Herpes Simplex Virus, Type I and II, IgG	\$ 172.00*
46. 90849	Herpes Simplex Virus, Type I and II, IgM	\$ 101.00*
47. 10110	HIV 1 and HIV 2 Antibody (HIV Serology)	\$ 25.00
48. 5233	HIV 1 Western Blot	\$ 25.00
49. 40085	HIV-1 RNA, QUAL, Real Time PCR (Viral Load Tests)	\$ 291.00
50. 91431	HIV Screen Only	\$ 22.50
51. 7195	Lymphocyte Subset Panel	\$ 50.00
52. FPNR1	PAP, SurePath Focal Point	\$ 23.75
53. CYTP1	PAP, Thin Layer Prep	\$ 22.50
54. 5363	Prostate-specific Antigen	\$ 109.00
55. 8847	Prothrombin Time	\$ 13.70
56. 10314	Renal Function Panel (CPT Code = 80069)	\$ 4.83
57. 799	STS (Rapid Plasma Reagin) Qual	\$ 4.56
58. 899	Thyroid Stimulating Hormone (3 <sup>rd</sup> Generation)	\$ 8.00
59. 7195	T-Lymphocyte Helper/CD	\$ 50.00
60. 3679	Toxoplasma Gondii Antibody IgG	\$ 59.50
61. 91431	HIV-1/2 Antigens and Antibodies, (4 <sup>th</sup> Generation, with Reflexes, CPT 91431)	\$ 22.50
62. 91432	HIV-1/2 Antibody Differentiation, CPT 91432	\$ 25.00
63. 39448	SARS-CoV-2 RNA (COVID-19) Qualitative	\$ 69.00

\*Price increases (notified by S. Butler on 11/4/15 that Herpes Simples Virus testing involved two separate tests and revised prices).

**SCHEDULE OF FEES  
DEPARTMENT OF BEHAVIORAL HEALTH**

TEST CODE	TEST NAME	UNIT PRICE
1. 10306	Acute Hepatitis Panel	\$ 44.00
2. 2128	Alcohol (Ethanol) Urine	\$ 75.00
3. 443	Alcohol, Ethyl (B)	\$ 50.00
4. 423	Amytriptyline	\$ 45.00
5. 14742	Amphetamine Conf by GC/MS, Urine	\$ 26.00
6. 10165	Basic Metabolic Panel	\$ 4.46
7. 8416	Barbiturates by CG/MS Urine	\$ 75.00
8. 8417	Benzodiazepines Conf (GC/MS) Urine	\$ 25.00
9. 3259	Blood drawing	\$ 8.00
10. 329	Carbamazinepine (Tegretol)	\$ 8.00
11. 6399	CBC (Includes Diff/Plt)	\$ 5.00
12. 1759	CBC (RBC, H/H, Indices, WBC, Plt)	\$ 4.95
13. 334	Cholesterol Direct LDL	\$ 2.00
14. 1769	Clozapine	\$ 18.75
15. 10231	Comprehensive Metabolic Panel	\$ 5.57
16. 395	Culture, Urine, Routine	\$ 11.20
17. 19733	Drug Abuse Panel 9, Serum	\$ 366.55
18. 2180	Drug Screen with Alcohol	\$ 25.00
19. 136140	Drug Test, General Toxicology, (B)	\$ 64.75
20. 136140	Drug Test, General Toxicology, (SP)	\$ 64.75
21. 29424	EIA 10	\$ 50.00
22. 701089	EIA 10 + Alcohol	\$ 50.00
23. 701033	EIA7 + Alcohol w/ GC/MS	\$ 50.00
24. 701011	EIA 7 + Alcohol w/o Rflx	\$ 50.00
25. 457	Ferritin	\$ 25.00
26. 482	GGT	\$ 15.00
27. 483	Glucose	\$ 3.50
28. 484	Glucose, plasma	\$ 5.00
29. 396	HCG, Total QL	\$ 4.50
30. 8396	HCG, Total QL	\$ 14.00
31. 496	Hemoglobin A1C Immunoassay	\$ 10.00
32. 498	Hep B Surface Ag w/ Reflex Confirm	\$ 11.00
33. 10306	Hepatic Panel Acute w/ Ref	\$ 63.00
34. 10256	Hepatic Function Panel	\$ 4.27
35. 499	Hepatitis B Surface AB, Qual	\$ 25.00
36. 8472	Hepatitis C	\$ 11.00
37. 91431	HIV AB, HIV ½, EIA with Reflex	\$ 22.50

**SCHEDULE OF FEES  
DEPARTMENT OF BEHAVIORAL HEALTH**

TEST CODE	TEST NAME	UNIT PRICE
38. 7573	Iron and IBC w/o Reflex	\$ 30.00
39. 14852	Lipid Panel with Reflex to Direct LDL	\$ 9.00*
40. 7600	Lipid Profile	\$ 9.00
41. 613	Lithium	\$ 6.00
42. 622	Magnesium, Serum	\$ 10.00
43. 4846	Marijuana Metabolite, Quant, Urine	\$ 127.55
44. 272	Nortriptyline	\$ 20.00
45. 70073	Olanzapine	\$ 160.00
46. 15860	Opiates, Confirmation by GC/MS, UR	\$ 24.50
47. 713	Phenytoin (Dilantin)	\$ 10.00
48. 733	Potassium, Serum	\$ 3.50*
49. 396	Pregnancy Test, Urine	\$ 4.50
50. 746	Prolactin	\$ 30.00
51. 5363	Prostate Specific Antigen (PSA)	\$ 109.00
52. 10314	Renal Function Panel	\$ 4.83
53. 2339	Risperidone	\$ 92.00
54. 701030	RPR/Reflex TPPA	\$ 70.00
55. 39448	SARS-CoV-2 RNA (COVID-19) Qualitative	\$ 69.00
56. 3820	STAT Charge	\$ 30.00
57. 701030	STS Titer + T. Pallidum-PA Reflex	\$ 70.00
58. 859	T3 Total (Triiodothyronine)	\$ 28.40
59. 861	T3 Uptake	\$ 10.00
60. 34429	T3, Free	\$ 50.00
61. 867	T4 (Thyroxine)	\$ 16.30
62. 866	T4, Free	\$ 10.00
63. 896	Triglycerides	\$ 25.00
64. 899	TSH	\$ 8.00
65. 36127	TSH Reflex to Free T4	\$ 8.00*
66. 3020	Urinalysis C + S, If IND	\$ 4.00
67. 6448	Urinalysis Macroscopic	\$ 1.84
68. 8563	Urinalysis Microscopic	\$ 2.16
69. 5463	Urinalysis, Complete	\$ 4.00
70. 7909	Urinalysis, Macro w/Reflex to Micro	\$ 1.84*
71. 916	Valproic Acid	\$ 15.00
72. 7065	Vitamin B-12 and Folate	\$ 50.00
73. 17306	Vitamin D, 25-hydroxy, LC/MS/MS	\$ 75.00

\*Prices reduced (notified of the price changes on 11/3/15).



## CERTIFICATE OF SECRETARY

I, William J. O'Shaughnessy, Jr., Secretary of Quest Diagnostics Incorporated, a corporation organized under the laws of the State of Delaware (the "Corporation") and of Unilab Corporation, a corporation organized under the laws of Delaware (the "Company"), do hereby certify that:

1. Patrick T. Plewman is Vice President and General Manager of the Corporation; and
2. the resolutions set forth below are a true and complete copy of the resolutions adopted by written consent of the Board of Directors of the Company on September 30, 2013, which resolutions are in full force and effect as of the date hereof.

### Confer Authority to Execute and Deliver Documents and Agreements

**RESOLVED**, that:

- (i) each Senior Vice President and each Vice President of Quest Diagnostics Incorporated (Delaware) (the "Parent"), and
- (ii) each person elected Senior Vice President or Vice President of the Parent after the date hereof, and
- (iii) each person who may be authorized, now or hereafter, by the President of Parent, to sign documents and agreements on behalf of the Parent

shall have and possess the authority to execute and deliver documents and agreements on behalf of the Company, to the same extent, and using the same title that the person holds in the Parent, as if the person were an officer of the Company; and

**FURTHER RESOLVED**, that the authority conferred hereby shall remain in effect until such time that the person having authority conferred hereby ceases to be an officer of the Parent, or is no longer employed by the Parent or any subsidiary thereof. When the person ceases to be an officer of the Parent, or is no longer employed by the Parent or any subsidiary thereof, the authority conferred hereby shall pass to the person's successor in office and no new resolution conferring authority shall be required to confer authority upon that successor.

IN WITNESS WHEREOF, I have hereunto set my hand this 6<sup>th</sup> day of August, 2018.

DocuSigned by:

*William J. O'Shaughnessy, Jr.*

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William J. O'Shaughnessy, Jr.  
Secretary