

**MASTER SERVICE AGREEMENT  
FOR QUEST DIAGNOSTICS POPULATION HEALTH  
QUEST DIAGNOSTICS HEALTH & WELLNESS LLC ("QUEST DIAGNOSTICS")**

<b>Customer Name</b> (Legal Corporate Name)	Alvord Unified School District <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal
<b>Term of the Agreement</b> This Agreement shall be in effect for twelve (12) months from the Effective Date and shall renew for an additional twelve (12) month Term, unless either party terminates at least 60 days prior to the end of the Term or in accordance with the Termination provision set forth herein.	Effective Date: 10/16/2020
<b>Customer Contact/Title</b>	Amanda Benitez
<b>Customer Street Address</b>	9 KPC Pkwy
City State, Zip	Corona, CA 92879-7102
Phone Number	(951) 509-5083
Email Address	<a href="mailto:amanda.benitez@alvordschools.org">amanda.benitez@alvordschools.org</a>
<b>Customer Billing Address</b> <i>Billing will be in accordance with Payment Terms, set forth herein.</i>	<input checked="" type="checkbox"/> Same as contact address above Other Specify:
<b>Eligible Participants</b>	Estimated number of program participants: 50 - 2,000
<b>Eligibility File</b> <i>Customer agrees to provide Quest Diagnostics with a file identifying all individuals eligible to receive Services in the Quest Diagnostics standard eligibility file format, by the agreed upon target delivery date. Customer further represents that it has all consents required to include such individuals in the eligibility file.</i>	Eligibility file will be provided by Customer unless otherwise specified: 10/16/2020 Target initial delivery date: 11/2/2020
	<input type="checkbox"/> Data feed is not required.
	<input checked="" type="checkbox"/> Data feed to one Business Associate in Quest Diagnostics standardized specifications.
	<input type="checkbox"/> Data feed to multiple Business Associates in Quest Diagnostic's standardized specifications (\$3,500 fee per each additional feed requested)
	<input type="checkbox"/> Custom Report will be charged at a rate of \$5,000 per feed, plus a development fee quoted at a rate of \$200/hour based on specifications Click here to enter text.

1. QUEST DIAGNOSTICS POPULATION HEALTH SERVICES: In accordance with the program-specific details set forth herein, on the STATEMENT OF WORK, and ATTACHMENTS (collectively the “Agreement”), Quest Diagnostics agrees to provide certain POPULATION HEALTH SERVICES (the “Services”) as more specifically described in this Agreement. The Services provided by Quest Diagnostics include the following:

**I. HEALTH SCREENINGS – LABORATORY TESTING AND BIOMETRIC MEASUREMENTS:**

- a. Registration and scheduling of participants.
  - (I) Standard scheduling options include participant scheduling in the online Wellness Engine (“WE”) directly, or via SSO (as applicable), via Quest Diagnostics Service Center, and/or via client administrator user scheduling the participant in the WE.
  - (II) Non-Standard Scheduling options, including but not limited do Quest Diagnostics administrator scheduling, paper-based scheduling and/or blank requisition program, implemented at the request of the Customer, shall be subject to additional fees:
    - (i) \$5.00 Quest admin user will schedule participant appointments from client provided paper schedule in WE five (5) business days prior to each scheduled event.
    - (ii) \$10.00 Full paper-based scheduling event with increased encounter time
    - (iii) \$15.00 Blank Requisition Program-for programs using all blank requisitions
  - (III) Event registration will close two (2) weeks prior to each Event at 11:59 PM central time.
- b. Provision of all supplies and test kits necessary to provide the Services.
- c. Collection of biometric data, shipment of specimens to the testing laboratory, and testing of laboratory specimens.
- d. Terms applicable to onsite Events. “Event” is defined as Population Health Services, including but not limited to health screenings, specimen collection, and/or vaccinations, held at a single onsite location designated by the Customer for a continuous period of time.
  - (I) Event Billing. The Customer will be billed Event charges in accordance with the Payment Terms, the Per Participant Fee as identified in the Statement of Work for the actual number of participants screened, the Projected Participants, or the Event Minimum, whichever is greater. Customer may also be subject to additional fees as outlined in this section.
  - (II) Event Planning. Event location(s) and date(s) will be requested by the Customer via the Event Planning Grid provided to the Customer during program implementation and confirmed by Quest Diagnostics staff during the planning and implementation process. Quest Diagnostics requires a minimum of eight (8) weeks to set-up a Customer program after execution of the Statement of Work (not from the initial inquiry or service request). Quest Diagnostics may, at its discretion, accept a requested date with less than 8 weeks advance notice based on availability of staff, and if accepted, will invoice Customer an additional \$425 Short Lead Time fee per Event for expediting.
  - (III) Event Hours.
    - (i) Standard Event Hours include 6:00AM – 9:00PM Monday through Friday and 6:00AM – 6:00PM Saturday and Sunday.
    - (ii) If Event staff is requested to collect specimens, or be onsite for Event management, including Event set-up or tear down, between the hours of 9:00PM - 6:00AM Monday through Saturday and/or between the hours of 6:00PM Saturday through 6:00 AM Monday, an additional charge of \$30 per hour, per examiner shall apply outside of the standard hours.
    - (iii) Event length is determined by Quest Diagnostics based on the requested Event start time and the number of Projected Participants. If additional staff or length beyond the recommended number or extra hours, there will be a fee of \$60 per hour for each additional examiner or \$35 per hour for each clerical staff person.
    - (iv) Event setup is one (1) hour prior to the event start time and Event tear down is thirty (30) minutes after Event end time.

- (IV) Projected Participants. Customer will confirm with the Quest Diagnostics team member at least two (2) weeks prior to each Event the number of Projected Participants, which allows Quest Diagnostics to schedule staffing for the Event based upon the number of expected participants and confirm the length of the Event. Projected Participants finalized less than two (2) weeks prior to the Event registration deadline require prior approval by Quest Diagnostics, and if approved, will be assessed an additional \$10 per participant for any additional expected participants.
- (V) Travel. Travel to Events within sixty (60) miles roundtrip of a Metropolitan Statistical Area (“Metro”) with a population of 200,000 is included in pricing. Mileage fees for travel beyond sixty (60) miles roundtrip will be billed based on current IRS mileage reimbursement guidelines. If an overnight stay is required, Customer will be billed at a per diem rate of \$125 (lodging) and \$40 (food) for each staff member assigned to Event.
- (VI) Event Cancellation. In the event of a customer postponement or cancellation after the Projected Participants have been finalized, or less than two (2) weeks prior to each Event, the customer shall be responsible for paying the Projected Participants or the Event Minimum, whichever is greater, for each cancelled/postponed event.
- (VII) QScreen™ Tablets at Fingerstick Events. Qscreen is an application where participants’ biometrics and clinical measures from Fingerstick screenings are entered into this custom application developed for use on an iPad®. Qscreen streamlines results capture, reduces paper and provides secure “real time” upload of results when connected. Qscreen is fully featured and works best with strong 4G LTE cellular connectivity and is only available in English.
- (VIII) State Specific Limitations. The following list of restrictions and/or additional fees are specified one time per Event in addition to Per Participant Fees as identified in the Statement of Work. The following restrictions and/or fees are subject to change from time to time as to comply with applicable law:
  - (i) Alaska - Events in AK will incur an additional charge of \$395 per Event.
  - (ii) California – Events in CA require a minimum forty-five (45) calendar days and will incur an additional charge of \$395 per Event.
  - (iii) Hawaii – Events in HI will incur an additional charge of \$395 per Event.
  - (iv) Massachusetts – venipuncture Events require advance notice to the state of thirty (30) days prior to the onsite event. Onsite fingerstick events cannot include Triglycerides, so venipuncture is recommended as the collection option if panel includes Triglycerides. Fingerstick is an available option if panel excludes Triglycerides.
  - (v) Nevada – Events in NV require a minimum lead time of forty (40) calendar days and will incur an additional charge of \$395/event.
  - (vi) New Hampshire - Onsite venipuncture events require advance notice to the state of 30 days prior to the onsite event.
  - (vii) New York – Onsite fingerstick events in NY require forty (40) calendar days and will incur an additional charge of \$395/event.

## II. **REPORTING:**

- a. Participant Reporting. All programs include an online participation report available in English. The delivery of the participant reports shall be specified in the Statement of Work.
- b. Program Reporting.
  - (I) Aggregate and de-identified program reporting in the form of an Our Company Profile report shall be available to the Customer in a reasonable time following the conclusion of the program for forty (40) or more participants. Location breakout reporting may also be available as specified in the Statement of Work, additional charges may apply.
  - (II) Participant statistical reporting in the form of a Participation Report shall also be available to the Customer as specified in the Statement of Work.
- c. DataLink™: Customer has requested Quest Diagnostics to release and transmit participant test results or other Personal Health Information (the “Data”) to a third party, including, by way of example, Customer’s Group Health Plan, third party disease management vendor, or wellness provider (“Authorized Third Party”). Data will be provided in one or more files, format and frequency to be mutually agreed upon. As part of Customer’s direction to Quest Diagnostics to send Data to an Authorized Third Party, Customer represents and warrants that:
  - (I) has provided the appropriate notice to participants in Customer’s HIPAA Notice of Privacy Practices (the “Notice”) to allow such third-party disclosure, either on its own or in conjunction with Quest Diagnostics, and the disclosure of the Data is consistent with the Notice,
  - (II) access to the Data by Customer’s Authorized Third Party will be limited to only those persons who require access to the Data for the proper performance of their duties,
  - (III) any Authorized Third Party receiving the Data per Customer’s request is a HIPAA-compliant “Business Associate” of Customer, or has otherwise contractually agreed to comply with HIPAA and other Applicable Laws with respect to the Data,
  - (IV) the Data as presented in these files will not be used by Customer or its Authorized Third Party for healthcare treatment purposes, as the Data provided is not in the form of a regulatory mandated laboratory report,
  - (V) in no event may Customer or the Authorized Third Party receiving the Data use the Data in a way that places Quest Diagnostics at a commercial disadvantage, such as by providing the Data to Quest Diagnostics’ competitors or by using the Data to populate a physician desktop management system (also referred to as Electronic Medical Records or Electronic Health Records),
  - (VI) Customer acknowledges that Quest Diagnostics does not control the final output of how the Customer, or Authorized Third Party, presents and utilizes the Data, and that Customer is solely responsible for the uses of Data by its Authorized Third Party. Customer shall defend, indemnify and hold harmless Quest Diagnostics (including its employees, directors, officers and agents) for claims of any nature associated with the use of the Data for purposes that are identified as being prohibited under this Agreement, including without limitation the use of the Data for healthcare treatment purposes. Nothing in this Attachment precludes a participant from providing a copy of their Quest Health & Wellness report to their physician, or requesting that Quest Health & Wellness do so on their behalf, and use of that report for TPO purposes. “TPO” means Treatment, Payment and Healthcare Operations.
  - (VII) For the avoidance of doubt, Customer, as well as any Authorized Third Party, may not sell or otherwise commercialize the Data.
  - (VIII) Additional Terms of Service for DataLink™
    - (i) Customer will complete a DataLink™ Interface Request during implementation.
    - (ii) A minimum of Thirty (30) days are needed to set up a Standardized data feed.
    - (iii) Setup time required for a Custom Report is generally longer than for a Standardized feed and is quoted with the development fee.

- (iv) Custom Reports can only be provided *at the end of the program*; transmissions may not occur during the program.
  - (v) If interfaces have previously been designed for a targeted health partner, the turnaround for a new feed is approximately half.
  - (vi) Data collected from venipuncture screenings is generally transmitted to third parties two-to-five days following collection.
  - (vii) Data collected from alternate sources (fingerstick, physician result forms or home collection kits for example) is generally transmitted to third parties seven-to-ten days following receipt of results.
  - (viii) There may be additional terms of service or fees imposed by third parties who are being asked to receive and process data. Always verify with your third party representative that they are willing to receive the data and determine whether there will be additional terms or fees to do so, before asking Quest Diagnostics to send data.
2. **PAYMENT TERMS:** Customer shall be invoiced monthly for fees under this Agreement, including but not limited to the Program Fees set forth in the Statement of Work, with distribution of the invoice no later than the 20<sup>th</sup> of each month for the previous month's processed activity. Customer agrees to pay Quest Diagnostics for the Services within thirty (30) days of date of invoice, and Customer agrees not to submit (or request Quest Diagnostics to submit) any claim, bill or other request for reimbursement to any insurer third party payer, Government health program, fund, patient or to any other person or entity. Quest Diagnostics reserves the right to add a charge of the lesser of one and one-half percent (1 ½%) per month, or the maximum rate the law permits, on all amounts thirty (30) or more days past due.
3. **MEDICAL AUTHORITY:** Depending on the state and the modality of screening, a person who is authorized under applicable state/federal law to order the clinical laboratory tests ("Authorized Provider") included in the Health & Wellness screening program ("Testing") may be required to order all Testing. Quest Diagnostics represents and warrants that the Authorized Provider, when one is required by Applicable Laws, meets all state/federal laws applicable to the ordering of Testing. Quest Diagnostics shall report laboratory results to such Authorized Provider. Moreover, Authorized Provider is responsible for contacting participants with alert, critical, and significantly out of range laboratory results for all participants.
4. **LEGISLATIVE/REGULATORY CHANGE:** In the event federal or state legislative and/or regulatory changes impact the Services, either party may seek to amend this Agreement to fully comply with any legislative or regulatory changes.
5. **TERMINATION:** This agreement will be in effect during the Term of the Agreement, following its execution by both parties. Either party may immediately terminate this Agreement if it, in its reasonable discretion, determines that any portion of this Agreement may or does violate any law, rule, regulation or governmental policy, or any interpretation of any law, rule, regulation or governmental policy.
6. **INDEMNIFICATION:** Quest Diagnostics shall indemnify, defend and save the Customer harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation reasonable attorney's fees) based upon, arising out of or attributable to the negligent and/or willful acts and/or omissions of Quest Diagnostics, its employees, servants and/or agents in the performance of this Agreement.

Customer shall indemnify, defend and save Quest Diagnostics harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation reasonable attorney's fees) based upon, arising out of or attributable to the negligent and/or willful acts and/or omissions of Customer, its employees, servants and/or agents in (a) the performance of this Agreement; or (b) Customer's population health initiatives for which the Services of this Agreement may be utilized.

7. **LIMITATION OF LIABILITY:** Neither party nor its respective officers, directors, employees, agents or affiliates shall be liable for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise. These limitations shall apply even if a party has been advised of the possibility of recovery of these damages. Further, no claim may be made or offset sought for any Service performed or relating to a period of time prior to the date which is twenty-four (24) months prior to the notice provided.
8. **INSURANCE:** Quest Diagnostics and Customer, as applicable with respect to coverage as noted below, at their sole cost and expense, shall at all times during the term of the Agreement, carry and maintain the following insurance coverages with insurance companies authorized to do business within all states in which the Services are to be performed.
- a. Commercial general liability insurance, on an occurrence form, adequate to protect the interest of the parties hereto, which shall include Customer by a blanket additional insured endorsement; shall waive all rights of subrogation against Customer; and shall be the primary liability insurance, and not excess over any liability policy carried by Customer, for all claims or liabilities arising from, or incidental to this Agreement. Policy limits of \$2 million per occurrence and \$4 million aggregate;
  - b. Automobile liability insurance, including bodily injury and property damage combined; in an amount not less than \$3 million combined single limit; which shall include Customer by a blanket additional insured endorsement and shall be primary and not excess over any liability policy carried by Customer;
  - c. Workers' Compensation insurance in full compliance with all applicable state and federal laws and regulations covering all employees of Quest Diagnostics. Coverage shall include employer's liability insurance in an amount of not less than \$2 million. Such policy shall contain a waiver of subrogation as to Customer;
  - d. Professional liability/Errors and Omissions insurance in an amount of not less than \$5 million per occurrence from Quest Diagnostics. Customer will need to maintain Errors and Omissions coverage for their respective services per this agreement.
  - e. Crime insurance in the amount of not less than \$1 million for all employees providing services on behalf of Quest Diagnostics.
  - f. Cyber liability insurance in an amount of not less than \$5 million per incident from Quest Diagnostics. Customer will need to maintain Cyber liability insurance coverage for their respective services per the agreement.

All liability insurance maintained by Quest Diagnostics shall be primary, non-contributory with, and not excess, over any liability insurance maintained by Customer. All insurance policies shall provide that should any of the described policies be cancelled before the expiration date thereof, notice will be provided in accordance with the policy provisions. Quest Diagnostics will promptly provide Customer with current certificates of such insurance upon request.

9. **ENTIRE AGREEMENT:** This Agreement, including the applicable executed EXHIBITS and ATTACHMENTS, constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements and agreements relating to the subject matter hereof.
10. **CHANGES AND AMENDMENTS:** Any change, modification or amendment to this Agreement shall be assented to in writing and signed by both the Customer and Quest Diagnostics.

11. **INDEPENDENT CONTRACTORS:** It is expressly understood and agreed by the parties hereto that Quest Diagnostics and Customer will at all times be and act as independent contractors.
12. **TRADEMARKS:** Neither party shall use the trademark, tradename, nor service mark of the other party for any purpose without the prior written consent of the other party, however, Customer authorizes the use of its name and/or logo in furtherance of administering Services pursuant to this Agreement.
13. **FORCE MAJEURE:** Neither party shall be liable for failure to perform any duty or obligation that said party may have under the Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of the party who had the duty to perform and that renders performance impossible or impracticable, including but not limited to, acts of God, terrorist acts, fire, strike, inevitable accident, war, riots and civil unrest, or any other event, like or unlike those listed above (collectively, "Force Majeure Event") but only to the extent prevented by the Force Majeure Event.
14. **SURVIVAL:** In addition to any provisions that by their nature are intended to survive termination or that contemplates performance or observance subsequent to termination or expiration of this Agreement, the provisions of Sections 1(II)(c)-Datalink, 2-Payment Terms, 6-Indemnification, and 7-Limitation of Liability shall survive expiration or termination of this Agreement.
15. **NOTICE:** Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the attention of the following:
  - If to Quest Diagnostics: Quest Diagnostics Health & Wellness LLC, 10101 Renner Blvd, Lenexa, KS 66219 with a copy to the Account Manager.
  - If to Customer: to the Customer Contact at the Street Address designated on Page 1 of this Agreement.

**CUSTOMER: ALVORD UNIFIED SCHOOL DISTRICT**

**QUEST DIAGNOSTICS HEALTH & WELLNESS LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Bob Presby, Ed.D.

Print Name: Steve Laczynski

Title: Asst. Superintendent, Human Resources

Title: President – Population Health

Click here to enter a date.

Click here to enter a date.

**EXHIBIT 1 – STATEMENT OF WORK  
 TO THE MASTER SERVICE AGREEMENT  
 FOR QUEST DIAGNOSTICS POPULATION HEALTH**

<b>PROGRAM DETAILS</b>	
<b>Customer Name</b>	Alvord Unified School District
<b>Account #</b>	<a href="#">Click here to enter text.</a>
<b>MSA Effective Date</b>	10/16/2020
<b>Term</b> This Statement of Work (SOW) shall be in effect as designated herein, unless either party terminates at least 60 days prior to the end of the Term or in accordance with the Termination provision set forth in the MSA. The provisions of this SOW supersede any prior Statements of Work between the parties.	<input checked="" type="checkbox"/> 1 Year: starting on <a href="#">Click here to enter a date.</a> through <a href="#">Click here to enter a date.</a> <input type="checkbox"/> 2 Years: starting on <a href="#">Click here to enter a date.</a> through <a href="#">Click here to enter a date.</a> <input type="checkbox"/> 3 Years: starting on <a href="#">Click here to enter a date.</a> through <a href="#">Click here to enter a date.</a>
<b>Program Fees</b>	<i>Per Participant Fee \$130</i> <i>Annual Program Set-Up Fee \$5,000</i> <i>Other \$ <a href="#">Click here to enter text.</a></i>
<b>Event Minimum</b>	<input type="checkbox"/> 20 Participants: Venipuncture <input type="checkbox"/> 30 Participants: Fingerstick <input type="checkbox"/> 30 Participants: Flu <input type="checkbox"/> 50 Participants: Small Business Model <input type="checkbox"/> 100 Participants: PCR & Serology
<b>Program Dates</b> Quest Diagnostics requires >eight (8) weeks to set-up a program. Participant registration will open ≥six (6) weeks following this signed Statement of Work. The eligibility file received in Quest Diagnostics' standard format is required ≥two (2) weeks prior to registration opening. Program Dates reflect first year of the SOW term. Program Dates for Year 2 and 3 will be mutually agreed upon prior to implementation.	Registration opens on or about: <a href="#">Click here to enter a date.</a> Registration closes for onsite events: <a href="#">Click here to enter a date.</a> Registration closes for PSC option: <a href="#">Click here to enter a date.</a> First Onsite Event on or about, pending mutual availability: <a href="#">Click here to enter a date.</a>

PRODUCTS AND SERVICES	
Health Screenings	
<b>Venipuncture</b>	<input type="checkbox"/> Comprehensive Panel plus Hgb A1c 351350 Lipid Panel (Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Cholesterol/HDL ratio, Triglycerides), Cardio CRP, Glucose, Liver Panel (Alk Phos, Total Bilirubin, Direct Bilirubin, GGT, AST, ALT, Total Protein, Albumin, Globulin), Creatinine/eGFR, Calcium, Uric Acid, TSH w/ reflex to Free T4, Iron, Iron Binding, Ferritin + 16802 HgbA1c  <input type="checkbox"/> Heart & Glucose Panel   317381 Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Cholesterol/HDL ratio, Triglycerides and Glucose  <input type="checkbox"/> Non-Fasting Screen with DLDL plus HgbA1c Direct LDL Cholesterol (TC 8293) + Total Cholesterol, Cholesterol/HDL ratio (calculated), HDL Cholesterol (TC 7432) + HgbA1c (TC 16802)  <input type="checkbox"/> Heart & Glucose plus HgbA1c Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Cholesterol/HDL ratio, Triglycerides and Glucose (TC 317381) + HgbA1c (TC 16802)  <input type="checkbox"/> 6399 CBC with Differential <input type="checkbox"/> 1759 CBC without Differential <input type="checkbox"/> 58845 Serum Cotinine <input type="checkbox"/> 16802 Hemoglobin A1c <input type="checkbox"/> 8917 Non-Fasting Glucose <input type="checkbox"/> 5363 PSA  <input type="checkbox"/> Other [include panel number and description of testing]: <a href="#">Click here to enter text.</a>
<b>Fingerstick</b>	<input type="checkbox"/> 16635 Lipid & Glucose Panel <input type="checkbox"/> 16638 Total Cholesterol, HDL Cholesterol, Glucose Panel <input type="checkbox"/> 58890 Oral Cotinine <input type="checkbox"/> 93835 Dried Blood Spot HgbA1c <input type="checkbox"/> 93839 Dried Blood Spot Lipid & Glucose Panel <input type="checkbox"/> 93837 Dried Blood Spot Cotinine <input type="checkbox"/> 93834 Dried Blood Spot PSA  <input type="checkbox"/> Other [include panel number and description of testing]: <a href="#">Click here to enter text.</a>
<b>Biometrics</b>	<input type="checkbox"/> 19694 Height, Weight, calculated Body Mass Index, Blood Pressure, <input type="checkbox"/> 16354 Height, Weight, calculated Body Mass Index, Blood Pressure, Waist Circumference <input type="checkbox"/> 90806 Blood Pressure and Waist Circumference <input type="checkbox"/> 324715 Fingerstick Biometrics Height, Weight, calculated Body Mass Index, Blood Pressure

<b>Screening Voucher</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>InSure® ONE™ Colorectal</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>Rescreen/Multiple Encounter Program</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>QCard Dried Blood Spot Method for Home Collection</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>Primary Care Physician Results Report Form</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>Health &amp; Wellness Gap in Care—Diabetes Management</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>COVID-19 Services</b>	<input checked="" type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>Influenza Vaccinations</b>		
<b>Events</b>	<input type="checkbox"/> Onsite Influenza vaccination Events	
<b>CVS Voucher</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>Walgreens Voucher</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference	
<b>Data &amp; Reporting</b>		
<b>De-Identified – Aggregate Data Reporting</b> Location Breakout Aggregate Data Reports on Eligibility grouping(s):	<input type="checkbox"/> No Location Breakout required <input type="checkbox"/> Tier 1: <200 completed participants = up to 3 location breakout reports <input type="checkbox"/> Tier 2: 200 to 999 completed participants = up to 6 location breakout reports <input type="checkbox"/> Tier 3: 1,000 to 4,999 completed participants = up to 10 location breakout reports <input type="checkbox"/> Tier 4: 5,000+ completed participants = up to 15 location breakout reports  Number of Additional Reports Requested (\$200 fee per additional report): <a href="#">Click here to enter text.</a> Client Contact to receive the reporting unless otherwise specified. <a href="#">Click here to enter text.</a> Report(s) required by:	
<b>Participant Statistical Reporting to Client</b>	<input type="checkbox"/> Participation report provided by Client Engagement Specialist (standard twice monthly reporting) <input type="checkbox"/> Participation report available to client contact via admin. access	
	<i>Report Type</i>	<i>Associated Features</i>
		<input type="checkbox"/> Include recommended online, English, GINA compliant Health Questionnaire <input type="checkbox"/> Custom Cover Letter <input type="checkbox"/> Custom Resources <input type="checkbox"/> Customization Guide <input type="checkbox"/> No customization needed
		<i>Metabolic syndrome indicator:</i> <input type="checkbox"/> Waist Circumference <input type="checkbox"/> Yes: BMI

	<input type="checkbox"/> No <input type="checkbox"/> Paper & Online <input type="checkbox"/> Online Only: requires approval
	<i>Metabolic syndrome indicator:</i> <input type="checkbox"/> Waist Circumference <input type="checkbox"/> BMI <input type="checkbox"/> No <input type="checkbox"/> Paper & Online <input type="checkbox"/> Online Only: requires approval
	<i>Metabolic syndrome indicator:</i> <input type="checkbox"/> Waist Circumference <input type="checkbox"/> BMI <input type="checkbox"/> Paper & Online <input type="checkbox"/> Online Only: requires approval
	<input type="checkbox"/> MyTest Profile <input type="checkbox"/> Paper & Online <input type="checkbox"/> Online Only: requires approval
<b>Single Sign-On</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Rewards Engine</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Results to Physician</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Custom Wellness Questionnaire</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Data Aggregator</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Decision Support</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Customized Reporting</b>	<input type="checkbox"/> Customization Request <a href="#">Click here to enter text.</a> Customization Fee: \$ <a href="#">Click here to enter text.</a>
<b>Health Coaching &amp; Education</b>	
<b>Physician Health Information Sessions (PHIS)</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Omada Diabetes Prevention Program</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Onsite Health Coaching</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Activate™</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference
<b>Marketing</b>	
<b>Reach™</b>	<input type="checkbox"/> Additional Terms attached and incorporated by reference



CUSTOMER: ALVORD UNIFIED SCHOOL DISTRICT

QUEST DIAGNOSTIC HEALTH & WELLNESS LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Bob Presby, Ed.D.

Print Name: Steve Laczynski

Title: Asst. Superintendent, Human Resources

Title: President – Population Health

[Click here to enter a date.](#)

[Click here to enter a date.](#)

**ATTACHMENT X  
COVID-19 Services**

<b>This Attachment to the Master Service Agreement and Statement of Work between the Customer and Quest Diagnostics outlines the program-specific details and Additional Terms as indicated and agreed-to below.</b>					
<b>Customer Name</b>		Alvord Unified School District			
<b>Account #</b>		Click here to enter text.			
<b>MSA Effective Date</b>		10/16/2020			
<b>Program Set-up Fee</b>		\$5,000			
				<b>Program Dates</b>	
				<i>Registration opens on or about</i>	<i>Registration closes on or about</i>
	<input type="checkbox"/> Self-Collection by employee request  <input checked="" type="checkbox"/> Self-Collection by direct mail  <input type="checkbox"/> Self-Collection by bulk shipment	\$130 <i>Customer shall be invoiced monthly for Molecular Testing Self-Collection, which becomes billable and non-refundable at the time Quest Diagnostics ships the materials. Customer agrees to pay Quest Diagnostics for the Services within thirty (30) days of the invoice date and otherwise subject to Payment Terms as outlined in the Agreement.</i>	50 - 2,000	10/16/2020	10/15/2021 <i>Not to exceed one (1) year from the open date.</i>
	<input type="checkbox"/> Self-Collection at retail location	\$Click here to enter text.	Click here to enter text.	Click here to enter a date.	Click here to enter a date.
	<input type="checkbox"/> Onsite Event	\$Click here to enter text.	Click here to enter text.	Click here to enter a date.	Click here to enter a date.
	<input type="checkbox"/> Patient Service Center	\$Click here to enter text.	Click here to enter text.	Click here to enter a date.	Click here to enter a date.
	<input type="checkbox"/> Onsite Event	\$Click here to enter text.	Click here to enter text.	Click here to enter a date.	Click here to enter a date.

<b>Medical Authority</b>	
Medical authority and oversight including positive alert calls is provided	<input type="checkbox"/> Customer Provided Name: Click here to enter text.

<p>by Quest Diagnostics through a physician wellness third party provider unless otherwise indicated. If Customer supplies Medical Authority, Customer must provide physician information for requisition, resulting and abnormal reports.</p>	<p>Phone: <a href="#">Click here to enter text.</a>          Medical License Number: <a href="#">Click here to enter text.</a>          State of Issuance: <a href="#">Click here to enter text.</a></p> <ul style="list-style-type: none"> <li>• Reporting to local, state and federal departments – positives only (as required)</li> <li>• Positive alert calls</li> </ul> <p><i>CA and NY require physician licensed in their state to act as Medical Director/Authority.</i></p>
--	---

### Additional Terms of Service

1. Additional Payment Terms.
  - (I) After the conclusion of the Program Dates neither party shall have any further obligations under this Attachment; provided however, Customer will remain financially responsible for reimbursing Quest Diagnostics for the Fees set forth herein in accordance with the Payment Terms for any testing requested during the Program Dates, regardless of the date that the testing is actually performed.
  - (II) Quest Diagnostics shall issue an aggregate invoice summarizing the number of tests and applicable fees. Participant level data, location detail, and business unit detail shall not be supplied on the invoice for Molecular Testing.
  - (III) Payment shall be accomplished via electronic fund transfer or check.
  - (IV) Customer shall provide Quest Diagnostics with a minimum of three (3) business days following the execution of this Attachment and prior to Quest Diagnostics first invoicing cycle to provide any necessary billing documentation, including but not limited to W-9 Form and remittance instructions), and establish any type of billing portal access, set-up and/or verification.
  - (V) Quest Diagnostics shall deliver invoices via secure email to the designated customer billing contact. The Customer shall specify the requirement of any other delivery method, including but not limited to (unsecure transmission, SFTP, billing portal) prior to Quest Diagnostics initial invoicing cycle. The Customer's limitation in receiving the invoice shall not constitute a reason for delaying payment, and any such delay would be subject to penalties as outlined in the Payment Terms.
  - (VI) If the Customer requires a purchase order for services, this must be completed by the Customer prior to Quest Diagnostics initial invoicing cycle. The customer's requirement of a Purchase Order shall not constitute a reason for delaying payment, and any such delay would be subject to penalties as outlined in the Payment Terms.
2. The Customer understands that a participant's specimen may be deemed invalid or indeterminate and will not be processed for any of the following reasons (this may not be a comprehensive list): specimen leakage, quantity not sufficient, desiccant missing, etc.
3. This Attachment shall be in effect for the Program Dates as designated herein, unless either party terminates at least 60 days prior to the end of the Term or in accordance with the Termination provision set forth in the MSA. The provisions of this Attachment supersede any prior Attachment X between the parties.
4. Customer represents that it has all consents required to include individuals in the eligibility file, and that Quest Diagnostics and any subcontractors supporting this program may rely on such consents for purposes of testing, reporting and any requested consults to the individual.
5. Customer acknowledges that Quest Diagnostics may be required to cease or temporarily delay providing testing or curtail the number of COVID-19 tests made available to Customer due to various factors including without limitation surges of the COVID virus among the population and the demand for testing for priority patients and Customer acknowledges that turnaround times may be impacted for any of these reasons and Quest Diagnostics reserves the right at all times to delay testing services or reduce the number of testing services made available to Customer.
6. The Customer shall be required to sign a Self-Collection Kit for COVID-19 – Acknowledgement if utilizing either the Self-Collection By Employee Request and/or Self-Collection By Direct Mail modalities for Molecular Testing, included as an Exhibit to this Attachment.

## 7. Immunity and Indemnification.

- (I) In accordance with the provisions of any applicable State emergency or disaster treatment protection act, each of the Parties shall be immune from liability to the fullest extent possible from any and all claims, complaints, actions, suits, demands, proceedings, arbitrations, or governmental or regulatory investigations with respect to any and all injury, disability, death, loss or damage to property arising out of this Agreement, subject to any limitations set forth in such applicable statutes.
- (II) In addition to any State level immunities afforded the Parties, Quest Diagnostics also is entitled to PREP Act immunity. The Secretary of HHS issued a Declaration under the Public Readiness and Emergency Preparedness Act ("PREP Act") for medical countermeasures against COVID-19 dated March 10, 2020 (the "Declaration"). See 85 Fed. Reg. 15,198 (March 17, 2020); see also Pub. L. No. 109-148, Public Health Service Act § 319F-3, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e.
- (III) Notwithstanding the foregoing to the extent that state or federal immunities do not apply or expenses are incurred in connection with such claims, Quest Diagnostics and Sponsor will each indemnify, defend and hold the other harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation reasonable attorney's fees) based upon, arising out of or attributable to breach of its obligations under this Agreement.

## 8. Limitation of Liability.

- (I) Neither party nor its respective officers, directors, employees, agents or affiliates shall be liable for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise. These limitations shall apply even if a party has been advised of the possibility of recovery of these damages. Any damages payable by Quest Diagnostics shall be limited to the lesser of the amount of \$1,000,000 or the amount which Customer has paid or owes Quest Diagnostics under this Agreement for the twelve (12) twelve-month period immediately prior to the incident giving rise to the cause of action. Further, no claim may be made or offset sought for any COVID-19 Service performed or relating to a period of time prior to the date which is twelve (12) months prior to the notice provided.
- (II) This paragraph shall serve to Amend the existing Limitation of Liability provision of the Master Service Agreement with respect to COVID-19 Services as described in this Attachment.

## 9. Additional terms applicable to onsite Events.

- (I) Event Planning.
  - (i) Quest Diagnostics requires four (4) weeks to set-up an Antibody Onsite Event Program after execution of the Agreements. Short Lead Time events will not be considered, and the Short Lead Time fee shall not apply.
  - (ii) Quest Diagnostics requires three (3) weeks to set-up a Molecular Onsite Collection Program after the execution of the Agreements. Short Lead Time events will not be considered, and the Short Lead Time fee shall not apply.
- (II) Event Hours.
  - (i) Event length is determined by Quest Diagnostics based on the requested Event start time and the number of Projected Participants. Additional staff or length beyond the recommended number from Quest Diagnostics shall not be permitted.
  - (ii) Molecular and Antibody events will be one shift per day, encompassing an eight (8) hour day, with a mandatory thirty (30) minute break.
  - (iii) Molecular and Antibody Event hours shall not exceed eight (8) hours.
- (III) Projected Participants.
  - (i) For Antibody Onsite Event Program, Customer will confirm with the Quest Diagnostics team member at least four (4) weeks prior to each Event the number of Projected Participants, which allows Quest Diagnostics to schedule staffing for the Event based upon the number of expected participants and confirm the length of the Event.
  - (ii) For Molecular Onsite Event Collection Program, Customer will confirm with the Quest Diagnostics team member at least three (3) weeks prior to each Event the number of Projected Participants, which allows Quest Diagnostics to schedule staffing for the

Event based upon the number of expected participants and confirm the length of the Event.

- (IV) Customer Obligation. In addition to the obligations otherwise outlined in this Agreement, due to ongoing COVID-19 pandemic and the nature of the Services being delivered the Customer shall:
  - (i) Provide access to a room or facility which allows for proper social distancing (greater than eight (8) feet apart, or as then current CDC guidelines may require) and access to chairs and tables. If social distancing guidelines cannot be accommodated, events are subject to cancellation the day of the event.
  - (ii) Provide the final appointment list to Quest Diagnostics team lead via email prior to the start of the Event.
  - (iii) Ensure the screening room is set to a cool temperature to accommodate the additional personal protective equipment providers are required to wear.
  - (iv) Customer contact is requested to be available during the Event.
- (V) Participant Requirements.
  - (i) All participants must register for an appointment time in advance of the Event and present an appointment confirmation (printed or electronic) along with a Government issued Photo ID at the Event.
  - (ii) Participants shall arrive within ten (10) minutes of their scheduled appointment time. Participant(s) who arrive more than ten (10) minutes prior to, or after their scheduled appointment time may be turned away and advised to return at their scheduled appointment day/time, or reschedule, as appropriate.
  - (iii) Walk-ins may not be permitted due to the pre-registration requirement, permitted only at the discretion of the onsite staff as event flow and supplies may allow.
  - (iv) Participants will be requested to wear personal facemasks to event.

(v) Waiting or congregating in the event space will not be permitted.

CUSTOMER: ALVORD UNIFIED SCHOOL DISTRICT

QUEST DIAGNOSTICS  
HEALTH & WELLNESS LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Bob Presby, Ed.D.

Print Name: Steve Laczynski

Title: Asst. Superintendent, Human Resources

Title: President – Population Health

[Click here to enter a date.](#)

[Click here to enter a date.](#)

**EXHIBIT X-1**

**Self-Collection Kit for COVID-19 – Acknowledgement**

**ALVORD UNIFIED SCHOOL DISTRICT** acknowledges it has reviewed the disclosure below and agrees:

*Effective for all testing as of August 17, 2020, specimens that are self-collected will not be tested with an internal control to confirm that the specimen was properly collected. As such, unobserved self-collected specimens from SARS-CoV-2 positive individuals may yield negative results if the specimen was not collected properly.*

CUSTOMER: ALVORD UNIFIED SCHOOL DISTRICT

Signature: \_\_\_\_\_

Print Name: Bob Presby, Ed.D.

Title: Asst. Superintendent, Human Resources

Click here to enter a date.

### DATALINK™ INTERFACE REQUEST

<b>Customer Name</b>	Alvord Unified School District			
<b>Account #</b>	Click here to enter text.			
<b>MSA Effective Date</b>	9/4/2020			
Recipient	Format and Delivery Method	Information Requested in Data Feed	Target Delivery Date	Charges
<b>Business Associate:</b> Click here to enter text. <b>Contact Name:</b> Click here to enter text. <b>Contact Email:</b> Click here to enter text. <b>Contact Phone:</b> Click here to enter text.	<input checked="" type="checkbox"/> CSV <input type="checkbox"/> HL7 <input type="checkbox"/> Custom HL7 <input type="checkbox"/> Informatics <input type="checkbox"/> Existing Custom Interface <b>Transmission Method</b> <input type="checkbox"/> FTP <input checked="" type="checkbox"/> Secure email	Quest - AUSD Covid-19 Employee Results <hr/>	11/6/2020  <input checked="" type="checkbox"/> Ongoing Frequency: Weekly  <input type="checkbox"/> One-time	No charge if Standard
<b>Business Associate:</b> Click here to enter text. <b>Contact Name:</b> Click here to enter text. <b>Contact Email:</b> Click here to enter text. <b>Contact Phone:</b> Click here to enter text.	<input type="checkbox"/> CSV <input type="checkbox"/> HL7 <input type="checkbox"/> Custom HL7 <input type="checkbox"/> Informatics <input type="checkbox"/> Existing Custom Interface <b>Transmission Method</b> <input type="checkbox"/> FTP <input type="checkbox"/> Secure email	Click here to enter text. <hr/>	Click here to enter a date.  <input type="checkbox"/> Ongoing Frequency: Click here to enter text.  <input type="checkbox"/> One-time	\$3500.00

Business Associate Client is Requesting Data Feed for	Type of Data Feed Requested	Information Requested in Data Feed	Target Delivery Date	Charges
<b>Additional Development Fees</b>		#Click here to enter text. hrs. @ \$200/hr.		<b>\$</b>
<b>Total Estimated DataLink™ Charges</b>				<b>\$0</b>

The provisions of this Datalink Interface Request supersede any prior Datalink Interface Requests.

CUSTOMER: ALVORD UNIFIED SCHOOL DISTRICT

Signature: \_\_\_\_\_

Print Name: Bob Presby, Ed.D.

Title: Asst. Superintendent, Human Resources

Click here to enter a date.