SPECIMEN COLLECTION AGREEMENT
(Provider or Other Third Party Collecting Specimens for Quest Diagnostics)

THIS AGREEMENT, made and entered into this 1st day of August, 2007 ("Effective Date"), by and between Quest Diagnostics Clinical Laboratories, Inc., and UT Southwestern Medical Center at Dallas ("UT Southwestern") or ("Provider").

WITNESSETH:

WHEREAS, Provider is a licensed health care facility which performs various health care services, including the collection of specimens from patients, and is licensed, as required by applicable local, state and federal laws to perform such services; and

WHEREAS, Quest Diagnostics is a licensed clinical laboratory and has offered to engage the Provider to perform certain specimen collection services related to bodily fluid and tissue specimens to be tested by Quest Diagnostics, and the Provider has indicated its willingness to accept such engagement.

NOW THEREFORE, in consideration of the foregoing premises and the terms and conditions set forth below, the parties agree as follows:

1. SERVICES

1.1 Provider agrees to collect specimens from patients of clients of Quest Diagnostics for pickup by a Quest Diagnostics courier for testing at a Quest Diagnostics laboratory at times mutually agreeable to the parties. Provider further agrees that any and all specimens collected from patients of Quest Diagnostics' clients under this Agreement shall be submitted by Provider to Quest Diagnostics.

1.2 Collection of specimens ("Services") shall include the following, all in accordance with established procedures of the profession and industry: the drawing of blood or collection of urine specimens, including routine blood drawing and venipuncture techniques, butterfly/syringe techniques, finger sticks and other techniques; collecting physician, patient, and payer information to allow for proper billing and/or reporting of results; processing specimens, including pipetting, centrifuging, transferring serum or plasma into other tubes, freezing, preserving, dipping and slide preparation; packaging specimens for pick up and delivery for laboratory testing; labeling specimens as required and placing all necessary items in the specimen envelope; and processing other routine paperwork generally associated with specimen collection.

1.3 This is a non-exclusive agreement and there is no guarantee of a minimum quantity of Services Quest Diagnostics will refer to Provider during the term of this Agreement.

1.4 Quest Diagnostics will provide specialized collection containers, as required by Quest Diagnostics, biohazard specimen collection bags and shipping containers and will
provide courier service Monday through Friday, and Saturdays when necessary, to pick up specimens from Provider and deliver them to Quest Diagnostics.

1.5 Provider will provide Services at the following address: 5939 Harry Hines, Dallas, TX 75235 (or refer to list of locations in Attachment 1). Quest Diagnostics may advertise or publicize the availability of these locations to patients. Quest Diagnostics reserves the right to inspect the listed specimen collection locations upon reasonable notice and during reasonable business hours.

1.6 Under certain circumstances, such as when Quest Diagnostics has a contractual obligation with a managed care plan to make phlebotomy services available to plan members, the parties may agree that certain supplies, policies, procedures or other requirements will be part of this Agreement. If so, such additional supplies, policies, procedures and requirements shall be included in Attachment 2 to this Agreement.

2. TERM

2.1 The term of this Agreement will commence on the date shown on the first page of this Agreement and continue for a minimum of one (1) year. Notwithstanding the foregoing, this Agreement may be terminated as set forth below. In the event that Provider cannot comply with any requirements set forth in Section 5, Quest Diagnostics may terminate this Agreement immediately upon written notice to Provider. If there is a determination that this Agreement is not in compliance with any applicable law, regulation, or government requirement, and the Agreement is not amended as set forth in Sections 13 or 14, either party may terminate this Agreement immediately upon written notice to the other party.

2.2 Either party may terminate this Agreement at any time in the event of a material breach by the other party upon the giving of fifteen (15) days written notice identifying the breach. However, if such breach is cured within the fifteen day period, such notice will be deemed to be withdrawn.

2.3 Either party may terminate this Agreement at or after the completion of the initial one year term, without cause, upon no less than thirty (30) day written notice from either party.

3. COMPENSATION

3.1 Provider will bill Quest Diagnostics only for Services based upon a fee of $8.00 per Patient Encounter, as full compensation for services rendered under this Agreement. Unless agreed to by the parties, Provider will not bill otherwise.

3.2 Provider will submit invoices to Quest Diagnostics within 30 days of the date of service for any patient encounter. Accrued, undisputed fees will be paid to Provider on a monthly basis within thirty (30) days of the date on which Quest Diagnostics receives the previous month's invoice. All invoices shall be in sufficient detail, as reasonably requested by Quest Diagnostics, to identify the services rendered. Failure
of Provider to submit invoices in the time required or failure to provide sufficient documentation as requested shall be a basis to deny a claim for payment.

3.3 "Patient Encounter" is defined as a visit by a patient to Provider's facility identified in Section 1.5, at which time at least one tube of blood or container of urine has been collected by Provider and forwarded to Quest Diagnostics. This includes all tests where multiple venipunctures must be performed over the span of several hours, e.g., glucose tolerance tests. A Patient Encounter does not include specimen collections performed on patients referred to Quest Diagnostics by Provider or who are employees of Provider, or where providing such a service would otherwise violate an applicable law, regulation or government requirement, and no payment will be made by Quest Diagnostics to Provider for any such specimen collections. Notwithstanding the foregoing sentence, Provider may provide services pursuant to the terms of this Agreement, and submit invoices to Quest Diagnostics for such services, where such services are provided by Provider on Quest Diagnostics' behalf for the benefit of members enrolled in health plans for which Quest Diagnostics is the exclusive in-network laboratory provider.

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It is understood that Provider's Services hereunder are to be rendered in the capacity of an independent contractor of Quest Diagnostics, and that Provider is not in any respect or under any circumstances an employee, representative, agent or partner of Quest Diagnostics. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to speak for or on behalf of the other party. During the term of this Agreement, and thereafter, the Provider shall not make any public representations to the contrary.

5. COMPLIANCE WITH LAWS

5.1 Health Care Data Privacy and Security Requirements

a. Definitions. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996. "Privacy Regulations" means all of the regulations in effect from time to time issued pursuant to HIPAA and applicable to the privacy of Individually Identifiable Health Information. "Security Regulations" means all of the regulations in effect from time to time issued pursuant to HIPAA and applicable to the security of Individually Identifiable Health Information. All other terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms defined in the Code of Federal Regulations applicable to HIPAA or any successor statute.

b. Privacy. In accordance with the purposes of this Agreement, each party agrees to comply with applicable provisions of the Privacy regulations and the Security regulations.
c. **Security.** Provider shall adopt, implement and maintain throughout the term of this Agreement appropriate and adequate security policies, procedures, and practices, physical and technological safeguards, and security mechanisms to the extent required by the Privacy Regulations and Security Regulations, ("Provider Safeguards") and Provider shall require its sub-contractors or agents to adopt Provider Safeguards that are equally appropriate and adequate. Quest Diagnostics is relying on the appropriateness and adequacy of the Provider Safeguards and failure of such Provider Safeguards will constitute a material breach of this Agreement. Quest Diagnostics may terminate this Agreement at any time, without penalty, if it determines, in its sole discretion, that the Provider Safeguards are unsatisfactory.

d. **Benefit.** This Agreement is not intended to create any right in or obligations to any person or entity that is not a party to this Agreement, including individuals.

e. **Amendment.** Provider and Quest Diagnostics agree to amend this Agreement in such manner as either party reasonably deems necessary to comply with any amendment of 1) HIPAA or other applicable law, 2) the Privacy Regulations, the Security Regulations, or other applicable regulations, or 3) any applicable court decision, or binding governmental policy or opinion. If the parties are unable to agree on an amendment within 30 days of notice from one party to the other party of the requirement to amend the Agreement, the requesting party may, at its option, terminate this Agreement.

f. **Survival.** This section and the confidentiality, privacy, security, and other requirements established herein shall survive termination of this Agreement.

g. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with the Privacy Regulations and the Security Regulations.

5.2 Without limiting the above, the parties further agree as follows:

a. Provider shall comply with Bloodborne Pathogen and Universal Precautions Standards issued by the federal Occupational Safety and Health Administration, or other requirements applicable to the collection and handling of specimens, and Provider represents that its employees performing services under this Agreement are, and will be during the term of this Agreement, adequately skilled, trained, and immunized, as is appropriate to the nature of the services they are performing.

b. Provider shall perform the services referenced hereunder in a competent, skilled, safe, courteous and professional manner.

c. Provider shall be solely responsible for the payment of any taxes imposed on the performance of services or the payment for such services, including withholding
of state and federal income sales or ad valorem, unemployment compensation, worker's compensation, Federal Insurance Contributions Act, Federal Unemployment Tax Act or other taxes, costs or expenses incurred in the performance of any engagement hereunder, where Quest Diagnostics has not expressly stated its responsibility in this Agreement.

d. Each party represents to the best of its knowledge that it is not an Excluded Provider. For purposes of this Section, the term “Excluded Provider” means a person or entity that either (1) has been convicted of a crime related to health care, or (ii) is currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including without limitation federally-funded health care programs such as Medicare and Medicaid). Either party shall notify the other within 5 days after a party receives notice that it is an Excluded Provider. In accordance with Section 2, the party receiving the notice shall have the right to terminate this Agreement at any time after learning that notifying party is an Excluded Provider. For purposes of this Section, the terms “Quest Diagnostics” or “Provider” shall include, as applicable, the (1) person entering into this Agreement any partners, associates, or agents of that person, including subcontractors or employees providing Services, or (2) the entity entering into this Agreement and any such entity’s parent, principals, directors, officers, managing employees, or other similar agents of such entity, including any person who retains an ownership or controlling interest in the entity, and subcontractors or employees providing Services.

e. Provider shall collect specimens only where Provider has received a valid and current laboratory test order, from a person authorized to order such tests under state law. Provider shall submit the test order to Quest Diagnostics, along with any other documentation required by applicable legal and/or payor requirements or as agreed by the parties, with each specimen submitted for testing.

5.3 In the event of any accident, theft, and/or loss of specimens, Provider shall promptly communicate with its Quest Diagnostics contact and advise him/her of all of the circumstances of any such accident and/or specimen loss.

6. INDEMNIFICATION

Quest Diagnostics and Provider, to the extent authorized by the constitution and laws of the State of Texas, will indemnify, and hold the other harmless (including the respective affiliates, employees, officers and directors of each party) from and against any and all losses, claims, suits, damages, liabilities and expenses based upon, arising out of or attributable to the negligent acts and/or omissions or alleged acts or omissions of such party, its employees, officers, directors, and/or agents. The provisions of this paragraph shall survive termination of this Agreement.
7. **INSURANCE**

7.1 Quest Diagnostics agrees to maintain general and professional liability insurance in amounts adequate to cover its respective acts and omissions. The parties agree that such coverage shall be, at a minimum, $1,000,000 per claim and $3,000,000 aggregate.

7.2 In the event that any insurance referred to herein is of the "claims made" type, each party with such insurance coverage agrees that the insurance shall be continued for a period of at least four (4) years after the termination of this Agreement, or the party shall purchase extended reporting period insurance (also known as "tail coverage") to extend the insurance for a minimum of four (4) years after the termination of this Agreement. The provisions of this section shall survive termination of this Agreement.

7.3 Quest Diagnostics agrees to furnish Provider with a current and valid Certificate of Insurance, or proof of adequate self-insurance, evidencing general liability and professional liability insurance coverage. Any material modification or alteration in such coverage shall be promptly communicated to Provider.

8. **CONFIDENTIALITY**

8.1 All reports, memoranda, data, forms, notes, records or other documents made or compiled by the Provider or made available to Provider during the term of this Agreement concerning the business of Quest Diagnostics ("Proprietary Information"), including without limitation, names and addresses of Quest Diagnostics clients, is the property of Quest Diagnostics and shall be delivered to Quest Diagnostics upon the termination of this Agreement or at any other time on request. Proprietary Information does not include information that: (1) is already in Provider’s possession at the time of disclosure thereof; (2) is or later becomes part of the public domain through no fault of Provider; (3) is received from a third party having no obligations of confidentiality to Quest Diagnostics; (4) is independently developed by Provider; or (5) is required by law or regulation to be disclosed. The Provider shall not use for itself, or others, at all times during the term of this Agreement and after its termination, the Proprietary Information obtained as a result of his engagement, unless authorized in writing by Quest Diagnostics.

8.2 Quest Diagnostics’ allowing the Provider to use Proprietary Information does not in any way constitute permission for the Provider to use or reproduce such material except in the specific conduct of business under the terms of this Agreement and as requested by Quest Diagnostics.

8.3 Both Quest Diagnostics and Provider agree to use, maintain, and transfer patient health data in accordance with all applicable laws, regulations, and government requirements concerning the confidentiality or privacy of such data.
8.4 This Section 8 shall survive the termination of this Agreement for a period of three (3) years thereafter.

9. ASSIGNMENT

All rights and obligations of either party under this Agreement may be assigned to its subsidiary, successor, or parent corporation. Services to be provided hereunder by Quest Diagnostics may be provided by a subsidiary or affiliate of Quest Diagnostics. Notwithstanding anything to the contrary in this section, nothing contained in this section shall release the assigning party from any liabilities or obligations it may have under this Agreement.

10. WAIVER

No waiver of any breach or failure by either party to enforce any of the terms or conditions of this Agreement at any time will, in any manner, limit or waive such party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.

11. SEVERABILITY

It is the intention of the parties that the provisions of this Agreement will be enforceable to the fullest extent permissible under all applicable laws, regulations, and government requirements, and that the enforceability of any provisions under such laws or requirements will not render invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to delete or to modify, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

12. NOTICES. Any notice required to be given hereunder will be deemed to have been served properly, if mailed by certified or registered mail, postage prepaid (or Federal Express or equivalent courier), properly addressed and posted in a United States depository to the respective parties hereto at the following addresses:

To Quest Diagnostics:  Quest Diagnostics
4770 Regent Blvd.
Irving, Texas 75063
Attn: Bob Tergerson

To Provider:  Deborah Brown
Michael Davis
Accounts Payable
University Hospitals
The University of Texas Southwestern
Medical Center at Dallas
5151 Harry Hines Blvd.
Dallas, Texas 75390
13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Quest Diagnostics and Provider with respect to the subject matter hereof and supersedes any prior understandings or agreements. No modification of this Agreement will have any force or effect unless such modification specifically indicates it is a modification of this Agreement, is in writing and signed by authorized representatives of both parties.

14. LEGISLATIVE/REGULATORY MODIFICATION

14.1 In the event any applicable laws, rules, regulations or payment policies, or any rules or policies of any third-party payer, or any other federal, state or local law, rule, regulation, policy, or any interpretation thereof, at any time during the term of this Agreement, is modified, implemented, or determined to prohibit, restrict or in any way materially change the services to be provided under this Agreement, including the method or amount of reimbursement or compensation, then the parties to this Agreement shall negotiate in good faith to amend this Agreement to conform to the changed requirements.

14.2 It is the intent of the parties to comply with the Federal Anti-Kickback (42 USC 1320a-7b) and the “Stark” Physician Anti-Self Referral (42 USC 1395nn) Statutes and any related regulations (including amendments and any similar state requirements). In the event of a determination that this Agreement is not in compliance with these laws, then the parties shall negotiate in good faith to conform this Agreement.

14.3 If a circumstance set forth in Sections 14.1 or 14.2 arises, and this Agreement is not amended as set forth in this Section 14, then this Agreement shall be terminated in accordance with Section 2, unless otherwise agreed upon by the parties.

15. MEDICARE+CHOICE REGULATIONS

(This Section applies only when patients served under this Agreement include Medicare+Choice Beneficiaries under contracted Medicare+Choice Benefit programs.)

15.1 The terms and conditions herein are included to meet federal statutory and regulatory requirements of the federal Medicare+Choice Program under Part C of Title XVIII of the Social Security Act (“Medicare+Choice Program”). Notwithstanding Section 14, Provider understands that the specific terms as set forth herein are subject to
amendment in accordance with federal statutory and regulatory changes to the Medicare+Choice Program.

15.2 For the purposes of this Amendment, the following terms shall have the meanings set forth:

a. "CMS" means the U.S. Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration).

b. "Health Plans" shall mean those plans which have entered into a Medicare+Choice Contract with CMS.

c. "Medicare+Choice Contracts" means the agreements entered into between CMS and Health Plans pursuant to which Health Plans provide health care coverage to Medicare Covered Persons.

d. "Medicare+Choice Regulations" means those regulations promulgated by CMS at 42 C.F.R. § 422.100 et seq., as amended.

e. "Medicare Covered Beneficiaries" means an individual who is entitled to receive benefits pursuant to Title XVIII of the Social Security Act and is enrolled in Health Plan pursuant to the Medicare Contract. The term "Covered Persons," "Members" or "Enrollees" in the Agreement shall refer to Medicare Covered Persons unless the context clearly indicates otherwise.

15.3 Notwithstanding any other provision in this Agreement, the following terms and conditions apply to services rendered under this Agreement.

a. Quest Diagnostics delegates (only to the extent necessary for Provider) to Provider its responsibility under its Medicare+Choice Contracts with Health Plans to provide the services set forth in the Agreement to Medicare Covered Persons. Quest Diagnostics or Health Plan may revoke this delegation, and thereby terminate the Agreement if Quest Diagnostics or Health Plan reasonably determines that Provider has not performed satisfactorily. Such revocation shall be consistent with the termination provisions of the Agreement. Performance of Provider shall be monitored by Quest Diagnostics and Health Plan on an ongoing basis. Provider acknowledges that Health Plan shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare+Choice Program regulatory standards.

b. Provider agrees to comply, and to require any of its permitted subcontractors to comply, with all applicable Medicare laws, the Medicare+Choice Regulations and CMS instructions submitted. Further, Provider agrees that any services provided by the Provider or its subcontractors to Medicare Covered Persons, to the extent required by applicable laws and regulations, will be consistent with and will comply with Health Plan’s Medicare+Choice contractual obligations of which Provider has received reasonable notice.
c. Provider agrees to maintain records, documents and any other information relating to Covered Persons and this Agreement for six (6) years or such longer period as required by law. Provider acknowledges that Health and Human Services, the Comptroller General, or their designees have the right to audit, evaluate, or inspect any books, contracts, medical records, patient care documentation, and other records of Provider, or its subcontractors or transferees involving transactions related to Quest Diagnostics’ Medicare+Choice contracts with Health Plans through 6 years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR 422.502(e)(4) or other applicable law, whichever is later. Provider agrees to make available at reasonable times and following reasonable notice its premises, physical facilities and equipment, records relating to its Medicare members and any additional relevant information to Health and Human Services, the Comptroller General, or their designees, to the extent required by law.

d. Provider agrees to maintain records and other information with respect to Medicare Covered Persons in an accurate and timely manner; to ensure timely access by Medicare Covered Persons to the records and information that pertain to them; and to safeguard the privacy of any information that identifies a particular Medicare Covered Person in accordance with applicable laws and regulations and Medicare+Choice requirements. Provider agrees to abide by all federal and state laws applicable to Provider regarding confidentiality and disclosure for mental health records, medical records, other health information, and patient information.

e. Provider agrees to provide services in a manner consistent with professionally recognized standards of health care. Provider agrees to provide services in a culturally competent manner to all enrollees. Provider shall be paid for the services provided under this Agreement in the manner and at the rates contemplated by the Agreement. Provider may obtain additional information by requesting same from Quest Diagnostics. The period for payment of fees by Quest Diagnostics is set forth in the Agreement.

f. Provider agrees to comply and cooperate with reasonable independent quality review and improvement activities pertaining to the provision of services for Medicare Covered Persons. Provider agrees to comply with Quest Diagnostics’ and/or Health Plan’s medical policies, quality assurance and performance improvement programs, and medical management programs of which Provider has received reasonable, written notice. Provider agrees to comply with all applicable reasonable Health Plan credentialing requirements. Provider also agrees that the credentialing process will be reviewed by Health Plan and/or Quest Diagnostics and Health Plan and/or Quest Diagnostics will audit the process on an ongoing basis.
g. Provider agrees that in no event, including but not limited to non-payment by Quest Diagnostics or Health Plan, insolvency of Quest Diagnostics or Health Plan or breach of the Agreement, shall the Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Beneficiary or persons or person acting on behalf of Medicare Beneficiary for services provided pursuant to the Agreement. Provider agrees that in the event of Quest Diagnostics’ or Health Plan’s insolvency or other cessation of operations, services to Medicare Covered Persons will continue through the period CMS premiums have been paid to Health Plan. Provider further agrees that (i) the Hold Harmless and Continuation of Benefits provisions shall survive the termination of the Agreement regardless of the cause giving rise to the termination and shall be construed to be for the benefit of the Medicare Covered Person, and that (ii) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and a Medicare Covered Person or persons acting on their behalf that relates to liability for payment for, or continuation of, Services provided under the terms and conditions of these clauses.

h. Provider acknowledges that the Agreement shall be terminated if Provider, or a person with an ownership or control interest in Provider, is excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act or from participation in any other federal health care program. Neither Provider nor Quest Diagnostics may employ or subcontract with an individual, or with an entity that employs or contracts with an individual, who is excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act or from participation in a federal health care program.

i. Provider acknowledges that payments Provider receives from Quest Diagnostics to provide Covered Services to Medicare Covered Persons are, in whole or part, from federal funds. Provider and any of its subcontractors are subject to certain laws that are applicable to individuals and entities receiving federal funds, including but not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; The Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Rehabilitation Act of 1973; and the Americans With Disabilities Act. Provider shall not deny, limit or condition the furnishing of health care Covered Services to Medicare+Choice Beneficiaries on the basis of any factor that is related to health status or source of payment.

16. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of The State of Texas without regard to the conflict of law provisions thereof.

[**SIGNATURE PAGE TO FOLLOW**]
IN WITNESS WHEREOF, the parties intending to be legally bound, have set their hands the date and year first above written.

Quest Diagnostics Clinical Laboratories, Inc.  The University of Texas Southwestern Medical Center at Dallas

By: ___________________________  By: ___________________________

Print Name: Bob R. Tergerson  Print Name: [Signature]

Title: Director of Patient Services  [Title]

Date: 9-4-07  Date: 8/21/07
ATTACHMENT 1 TO
SPECIMEN COLLECTION AGREEMENT BETWEEN
Quest Diagnostics AND The University of Texas Southwestern Medical Center of Dallas St Paul Hospital
DATED December 30, 2006

/...
If this box is checked, this page is intentionally left blank (without any attached pages) and no other locations of Provider will provide services under this Agreement other than those mentioned in Section 1.5 of this Agreement.

PHLEBOTOMY SERVICE LOCATIONS:

The University of Texas Southwestern Medical Center of Dallas
University Hospital – St. Paul
5939 Harry Hines
Dallas, Texas 75235
ATTACHMENT 2 TO
SPECIMEN COLLECTION AGREEMENT BETWEEN
Quest Diagnostics AND The University of Texas Southwestern Medical Center St Paul Hospital
DATED December 30, 2006

[USE THIS ATTACHMENT ONLY WHEN QUEST DIAGNOSTICS IS PROVIDING MATERIALS OR PROCEDURES TO PROVIDER]

QUEST DIAGNOSTICS MATERIALS OR PROCEDURES TO BE USED BY PROVIDER IN PERFORMING THIS AGREEMENT:

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5. **COMPLIANCE WITH LAWS**

5.1 **Health Care Data Privacy and Security Requirements**

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   b. **Privacy.** In accordance with the purposes of this Agreement, each party agrees to comply with applicable provisions of the Privacy regulations and the Security regulations.
c. **Security.** Provider shall adopt, implement and maintain throughout the term of this Agreement appropriate and adequate security policies, procedures, and practices, physical and technological safeguards, and security mechanisms to the extent required by the Privacy Regulations and Security Regulations, ("Provider Safeguards") and Provider shall require its sub-contractors or agents to adopt Provider Safeguards that are equally appropriate and adequate. Quest Diagnostics is relying on the appropriateness and adequacy of the Provider Safeguards and failure of such Provider Safeguards will constitute a material breach of this Agreement. Quest Diagnostics may terminate this Agreement at any time, without penalty, if it determines, in its sole discretion, that the Provider Safeguards are unsatisfactory.

d. **Benefit.** This Agreement is not intended to create any right in or obligations to any person or entity that is not a party to this Agreement, including Individuals.

e. **Amendment.** Provider and Quest Diagnostics agree to amend this Agreement in such manner as either party reasonably deems necessary to comply with any amendment of 1) HIPAA or other applicable law, 2) the Privacy Regulations, the Security Regulations, or other applicable regulations, or 3) any applicable court decision, or binding governmental policy or opinion. If the parties are unable to agree on an amendment within 30 days of notice from one party to the other party of the requirement to amend the Agreement, the requesting party may, at its option, terminate this Agreement.

f. **Survival.** This section and the confidentiality, privacy, security, and other requirements established herein shall survive termination of this Agreement.

g. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with the Privacy Regulations and the Security Regulations.

5.2 Without limiting the above, the parties further agree as follows:

a. Provider shall comply with Bloodborne Pathogen and Universal Precautions Standards issued by the federal Occupational Safety and Health Administration, or other requirements applicable to the collection and handling of specimens, and Provider represents that its employees performing services under this Agreement are, and will be during the term of this Agreement, adequately skilled, trained, and immunized, as is appropriate to the nature of the services they are performing.

b. Provider shall perform the services referenced hereunder in a competent, skilled, safe, courteous and professional manner.

c. Provider shall be solely responsible for the payment of any taxes imposed on the performance of services or the payment for such services, including withholding
of state and federal income sales or ad valorem, unemployment compensation, worker's compensation, Federal Insurance Contributions Act, Federal Unemployment Tax Act or other taxes, costs or expenses incurred in the performance of any engagement hereunder, where Quest Diagnostics has not expressly stated its responsibility in this Agreement.

d. Each party represents to the best of its knowledge that it is not an Excluded Provider. For purposes of this Section, the term "Excluded Provider" means a person or entity that either (i) has been convicted of a crime related to health care, or (ii) is currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including without limitation federally-funded health care programs such as Medicare and Medicaid). Either party shall notify the other within 5 days after a party receives notice that it is an Excluded Provider. In accordance with Section 2, the party receiving the notice shall have the right to terminate this Agreement at any time after learning that notifying party is an Excluded Provider. For purposes of this Section, the terms "Quest Diagnostics" or "Provider" shall include, as applicable, the (1) person entering into this Agreement any partners, associates, or agents of that person, including subcontractors or employees providing Services, or (2) the entity entering into this Agreement and any such entity's parent, principals, directors, officers, managing employees, or other similar agents of such entity, including any person who retains an ownership or controlling interest in the entity, and subcontractors or employees providing Services.

e. Provider shall collect specimens only where Provider has received a valid and current laboratory test order, from a person authorized to order such tests under state law. Provider shall submit the test order to Quest Diagnostics, along with any other documentation required by applicable legal and/or payor requirements or as agreed by the parties, with each specimen submitted for testing.

5.3 In the event of any accident, theft, and/or loss of specimens, Provider shall promptly communicate with its Quest Diagnostics contact and advise him/her of all of the circumstances of any such accident and/or specimen loss.

6. INDEMNIFICATION

Quest Diagnostics and Provider, to the extent authorized by the constitution and laws of the State of Texas, will indemnify, and hold the other harmless (including the respective affiliates, employees, officers and directors of each party) from and against any and all losses, claims, suits, damages, liabilities and expenses based upon, arising out of or attributable to the negligent acts and/or omissions or alleged acts or omissions of such party, its employees, officers, directors, and/or agents. The provisions of this paragraph shall survive termination of this Agreement.
7. INSURANCE

7.1 Quest Diagnostics agrees to maintain general and professional liability insurance in amounts adequate to cover its respective acts and omissions. The parties agree that such coverage shall be, at a minimum, $1,000,000 per claim and $3,000,000 aggregate.

7.2 In the event that any insurance referred to herein is of the "claims made" type, each party with such insurance coverage agrees that the insurance shall be continued for a period of at least four (4) years after the termination of this Agreement, or the party shall purchase extended reporting period insurance (also known as "tail coverage") to extend the insurance for a minimum of four (4) years after the termination of this Agreement. The provisions of this section shall survive termination of this Agreement.

7.3 Quest Diagnostics agrees to furnish Provider with a current and valid Certificate of Insurance, or proof of adequate self-insurance, evidencing general liability and professional liability insurance coverage. Any material modification or alteration in such coverage shall be promptly communicated to Provider.

8. CONFIDENTIALITY

8.1 All reports, memoranda, data, forms, notes, records or other documents made or compiled by the Provider or made available to Provider during the term of this Agreement concerning the business of Quest Diagnostics ("Proprietary Information"), including without limitation, names and addresses of Quest Diagnostics clients, is the property of Quest Diagnostics and shall be delivered to Quest Diagnostics upon the termination of this Agreement or at any other time on request. Proprietary Information does not include information that: (1) is already in Provider's possession at the time of disclosure thereof; (2) is or later becomes part of the public domain through no fault of Provider; (3) is received from a third party having no obligations of confidentiality to Quest Diagnostics; (4) is independently developed by Provider; or (5) is required by law or regulation to be disclosed. The Provider shall not use for itself, or others, at all times during the term of this Agreement and after its termination, the Proprietary Information obtained as a result of his engagement, unless authorized in writing by Quest Diagnostics.

8.2 Quest Diagnostics’ allowing the Provider to use Proprietary Information does not in any way constitute permission for the Provider to use or reproduce such material except in the specific conduct of business under the terms of this Agreement and as requested by Quest Diagnostics.

8.3 Both Quest Diagnostics and Provider agree to use, maintain, and transfer patient health data in accordance with all applicable laws, regulations, and government requirements concerning the confidentiality or privacy of such data.
8.4 This Section 8 shall survive the termination of this Agreement for a period of three (3) years thereafter.

9. ASSIGNMENT

All rights and obligations of either party under this Agreement may be assigned to its subsidiary, successor, or parent corporation. Services to be provided hereunder by Quest Diagnostics may be provided by a subsidiary or affiliate of Quest Diagnostics. Notwithstanding anything to the contrary in this section, nothing contained in this section shall release the assigning party from any liabilities or obligations it may have under this Agreement.

10. WAIVER

No waiver of any breach or failure by either party to enforce any of the terms or conditions of this Agreement at any time will, in any manner, limit or waive such party’s right thereafter to enforce and to compel strict compliance with every term and condition hereof.

11. SEVERABILITY

It is the intention of the parties that the provisions of this Agreement will be enforceable to the fullest extent permissible under all applicable laws, regulations, and government requirements, and that the enforceability of any provisions under such laws or requirements will not render invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to delete or to modify, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

12. NOTICES Any notice required to be given hereunder will be deemed to have been served properly, if mailed by certified or registered mail, postage prepaid (or Federal Express or equivalent courier), properly addressed and posted in a United States depository to the respective parties hereto at the following addresses:

To Quest Diagnostics:  Quest Diagnostics  4770 Regent Blvd.  Irving, Texas 75063  Attn: Bob Tergerson

To Provider:  Deborah Brown  Michael Davis  Accounts Payable  University Hospitals  The University of Texas Southwestern Medical Center at Dallas  5151 Harry Hines Blvd.  Dallas, Texas 75390
With copy to: The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390-9062
Attn: Shawn Cohenor, Director, Office of Contracts Management

13. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Quest Diagnostics and Provider with respect to the subject matter hereof and supersedes any prior understandings or agreements. No modification of this Agreement will have any force or effect unless such modification specifically indicates it is a modification of this Agreement, is in writing and signed by authorized representatives of both parties.

14. **LEGISLATIVE/REGULATORY MODIFICATION**

14.1 In the event any applicable laws, rules, regulations or payment policies, or any rules or policies of any third-party payer, or any other federal, state or local law, rule, regulation, policy, or any interpretation thereof, at any time during the term of this Agreement, is modified, implemented, or determined to prohibit, restrict or in any way materially change the services to be provided under this Agreement, including the method or amount of reimbursement or compensation, then the parties to this Agreement shall negotiate in good faith to amend this Agreement to conform to the changed requirements.

14.2 It is the intent of the parties to comply with the Federal Anti-Kickback (42 USC 1320a-7b) and the “Stark” Physician Anti-Self Referral (42 USC 1395nn) Statutes and any related regulations (including amendments and any similar state requirements). In the event of a determination that this Agreement is not in compliance with these laws, then the parties shall negotiate in good faith to conform this Agreement.

14.3 If a circumstance set forth in Sections 14.1 or 14.2 arises, and this Agreement is not amended as set forth in this Section 14, then this Agreement shall be terminated in accordance with Section 2, unless otherwise agreed upon by the parties.

15. **MEDICARE+CHOICE REGULATIONS**

(This Section applies only when patients served under this Agreement include Medicare+Choice Beneficiaries under contracted Medicare+Choice Benefit programs.)

15.1 The terms and conditions herein are included to meet federal statutory and regulatory requirements of the federal Medicare+Choice Program under Part C of Title XVIII of the Social Security Act (“Medicare+Choice Program”). Notwithstanding Section 14, Provider understands that the specific terms as set forth herein are subject to
amendment in accordance with federal statutory and regulatory changes to the Medicare+Choice Program.

15.2 For the purposes of this Amendment, the following terms shall have the meanings set forth:

a. "CMS" means the U.S. Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration).

b. "Health Plans" shall mean those plans which have entered into a Medicare+Choice Contract with CMS.

c. "Medicare+Choice Contracts" means the agreements entered into between CMS and Health Plans pursuant to which Health Plans provide health care coverage to Medicare Covered Persons.

d. "Medicare+Choice Regulations" means those regulations promulgated by CMS at 42 C.F.R. § 422.100 et. seq., as amended.

e. "Medicare Covered Beneficiaries" means an individual who is entitled to receive benefits pursuant to Title XVIII of the Social Security Act and is enrolled in Health Plan pursuant to the Medicare Contract. The term "Covered Persons," "Members" or "Enrollees" in the Agreement shall refer to Medicare Covered Persons unless the context clearly indicates otherwise.

15.3 Notwithstanding any other provision in this Agreement, the following terms and conditions apply to services rendered under this Agreement.

a. Quest Diagnostics delegates (only to the extent necessary for Provider) to Provider its responsibility under its Medicare+Choice Contracts with Health Plans to provide the services set forth in the Agreement to Medicare Covered Persons. Quest Diagnostics or Health Plan may revoke this delegation, and thereby terminate the Agreement if Quest Diagnostics or Health Plan reasonably determines that Provider has not performed satisfactorily. Such revocation shall be consistent with the termination provisions of the Agreement. Performance of Provider shall be monitored by Quest Diagnostics and Health Plan on an ongoing basis. Provider acknowledges that Health Plan shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare+Choice Program regulatory standards.

b. Provider agrees to comply, and to require any of its permitted subcontractors to comply, with all applicable Medicare laws, the Medicare+Choice Regulations and CMS instructions submitted. Further, Provider agrees that any services provided by the Provider or its subcontractors to Medicare Covered Persons, to the extent required by applicable laws and regulations, will be consistent with and will comply with Health Plan’s Medicare+Choice contractual obligations of which Provider has received reasonable notice.
c. Provider agrees to maintain records, documents and any other information relating to Covered Persons and this Agreement for six (6) years or such longer period as required by law. Provider acknowledges that Health and Human Services, the Comptroller General, or their designees have the right to audit, evaluate, or inspect any books, contracts, medical records, patient care documentation, and other records of Provider, or its subcontractors or transferees involving transactions related to Quest Diagnostics’ Medicare+Choice contracts with Health Plans through 6 years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR 422.502(e)(4) or other applicable law, whichever is later. Provider agrees to make available at reasonable times and following reasonable notice its premises, physical facilities and equipment, records relating to its Medicare members and any additional relevant information to Health and Human Services, the Comptroller General, or their designees, to the extent required by law.

d. Provider agrees to maintain records and other information with respect to Medicare Covered Persons in an accurate and timely manner; to ensure timely access by Medicare Covered Persons to the records and information that pertain to them; and to safeguard the privacy of any information that identifies a particular Medicare Covered Person in accordance with applicable laws and regulations and Medicare+Choice requirements. Provider agrees to abide by all federal and state laws applicable to Provider regarding confidentiality and disclosure for mental health records, medical records, other health information, and patient information.

e. Provider agrees to provide services in a manner consistent with professionally recognized standards of health care. Provider agrees to provide services in a culturally competent manner to all enrollees. Provider shall be paid for the services provided under this Agreement in the manner and at the rates contemplated by the Agreement. Provider may obtain additional information by requesting same from Quest Diagnostics. The period for payment of fees by Quest Diagnostics is set forth in the Agreement.

f. Provider agrees to comply and cooperate with reasonable independent quality review and improvement activities pertaining to the provision of services for Medicare Covered Persons. Provider agrees to comply with Quest Diagnostics’ and/or Health Plan’s medical policies, quality assurance and performance improvement programs, and medical management programs of which Provider has received reasonable, written notice. Provider agrees to comply with all applicable reasonable Health Plan credentialing requirements. Provider also agrees that the credentialing process will be reviewed by Health Plan and/or Quest Diagnostics and Health Plan and/or Quest Diagnostics will audit the process on an ongoing basis.
g. Provider agrees that in no event, including but not limited to non-payment by Quest Diagnostics or Health Plan, insolvency of Quest Diagnostics or Health Plan or breach of the Agreement, shall the Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Beneficiary or persons or person acting on behalf of Medicare Beneficiary for services provided pursuant to the Agreement. Provider agrees that in the event of Quest Diagnostics' or Health Plan's insolvency or other cessation of operations, services to Medicare Covered Persons will continue through the period CMS premiums have been paid to Health Plan. Provider further agrees that (i) the Hold Harmless and Continuation of Benefits provisions shall survive the termination of the Agreement regardless of the cause giving rise to the termination and shall be construed to be for the benefit of the Medicare Covered Person, and that (ii) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and a Medicare Covered Person or persons acting on their behalf that relates to liability for payment for, or continuation of, Services provided under the terms and conditions of these clauses.

h. Provider acknowledges that the Agreement shall be terminated if Provider, or a person with an ownership or control interest in Provider, is excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act or from participation in any other federal health care program. Neither Provider nor Quest Diagnostics may employ or subcontract with an individual, or with an entity that employs or contracts with an individual, who is excluded from participation in Medicare under section 1128 or 1128A of the Social Security Act or from participation in a federal health care program.

i. Provider acknowledges that payments Provider receives from Quest Diagnostics to provide Covered Services to Medicare Covered Persons are, in whole or part, from federal funds. Provider and any of its subcontractors are subject to certain laws that are applicable to individuals and entities receiving federal funds, including but not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; The Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Rehabilitation Act of 1973; and the Americans With Disabilities Act. Provider shall not deny, limit or condition the furnishing of health care Covered Services to Medicare+Choice Beneficiaries on the basis of any factor that is related to health status or source of payment.

16. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of The State of Texas without regard to the conflict of law provisions thereof.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties intending to be legally bound, have set their hands the date and year first above written.

Quest Diagnostics Clinical Laboratories, Inc. The University of Texas Southwestern Medical Center at Dallas

By:  
Print Name: Bob R. Tergerson  
Title: Director of Patient Services  
Date: 9/4/07

By:  
Date: 8/21/07

SHAWN COHENOUR, DIRECTOR  
OFFICE OF CONTRACTS MANAGEMENT
ATTACHMENT 1 TO
SPECIMEN COLLECTION AGREEMENT BETWEEN
Quest Diagnostics AND The University of Texas Southwestern Medical Center of Dallas St Paul Hospital
DATED December 30, 2006

// If this box is checked, this page is intentionally left blank (without any attached pages) and no other locations of Provider will provide services under this Agreement other than those mentioned in Section 1.5 of this Agreement.

PHLEBOTOMY SERVICE LOCATIONS:

The University of Texas Southwestern Medical Center of Dallas
University Hospital – St. Paul
5939 Harry Hines
Dallas, Texas 75235
ATTACHMENT 2 TO
SPECIMEN COLLECTION AGREEMENT BETWEEN
Quest Diagnostics AND The University of Texas Southwestern Medical Center St Paul Hospital
DATED December 30, 2006

[USE THIS ATTACHMENT ONLY WHEN QUEST DIAGNOSTICS IS PROVIDING MATERIALS OR PROCEDURES TO PROVIDER]

QUEST DIAGNOSTICS MATERIALS OR PROCEDURES TO BE USED BY PROVIDER IN PERFORMING THIS AGREEMENT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specimen bags</td>
<td></td>
</tr>
<tr>
<td>Specimen tubes</td>
<td></td>
</tr>
<tr>
<td>Shipping containers</td>
<td></td>
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</tbody>
</table>
FIRST AMENDMENT TO SPECIMEN COLLECTION AGREEMENT

This First Amendment to Specimen Collection Agreement ("First Amendment") is dated effective as of December 1, 2014 ("Effective Date"), and is entered into by and between The University of Texas Southwestern Medical Center, an agency and institution of higher education organized under the laws of the State of Texas ("Provider"), and Quest Diagnostics Clinical Laboratories, Inc. ("Quest Diagnostics").

Provider and Quest Diagnostics entered into that certain Specimen Collection Agreement dated effective August 1, 2007 (the "Agreement").

Provider and Quest Diagnostics now desire to amend the terms of the Agreement as more particularly set forth below:

1. **Section 2.1** is hereby deleted and replaced with the following:

   2.1 The term of this Agreement will commence on **August 1, 2007** and terminate on **August 31, 2017**. Notwithstanding the foregoing, this Agreement may be terminated as set forth below. In the event that Provider cannot comply with any requirements set forth in Section 5, Quest Diagnostics may terminate this Agreement immediately upon written notice to Provider. If there is a determination that this Agreement is not in compliance with any applicable law, regulation, or government requirement, and the Agreement is not amended as set forth in Section 13 or 14, either party may terminate this Agreement immediately upon written notice to the other party.

2. **Section 3.1** is hereby deleted and replaced with the following:

   Provider will bill Quest Diagnostics only for Services based upon a fee of $12.00 per Patient Encounter, as full compensation for services rendered under this Agreement. Unless agreed to by the parties, Provider will not bill otherwise.

3. Except as provided in this First Amendment, all terms used in this First Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

4. This First Amendment embodies the entire agreement between Provider and Quest Diagnostics with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this First Amendment, the provisions of this First Amendment shall control and govern.

5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this First Amendment shall not, in any manner impair the Agreement, the purpose of this First Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

Page 1 of 2
6. THIS FIRST AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, Provider and Quest Diagnostics have executed and delivered this First Amendment effective as of the Effective Date.

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

Signed by:

Shawn Cohenour
Director, Office of Contracts Management

Date: 12/22/2014

QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.

Matthew J. Hamlin, FACHE
Vice President, Southwest Operations

Date: [Signature]
TECHNICAL SERVICES AGREEMENT
(In-Office Phlebotomy Services)

THIS TECHNICAL SERVICES AGREEMENT ("Agreement"), dated effective March 3, 2014 (the "Effective Date"), is between The University of Texas Southwestern Medical Center ("Provider"), for its Las Colinas Clinic located at 701 Tuscan Drive, Suite 200, Irving, Texas 75039 ("facility"), with Quest Diagnostics account number GS0101, and Quest Diagnostics Clinical Laboratories, Inc. ("Quest Diagnostics"), to help ensure that specimens are collected, labeled, preserved, and transported to Quest Diagnostics for testing in such a manner to provide accurate and precise test results suitable for clinical interpretation, Provider and Quest Diagnostics agree as follows:

1. TECHNICAL SERVICES. Quest Diagnostics shall perform Technical Services at Provider's facility according to the schedule on Attachment 1. Those hours are subject to change upon the mutual agreement of the parties.

"Technical Services" includes the drawing of blood and collection of urine specimens by use of established procedures for safety and patient comfort, such as routine blood drawing and venipuncture techniques, butterfly/lytning techniques, finger sticks, and other techniques; processing specimens, including pipetting, centrifuging, transferring serum or plasma into other tubes, freezing, preserving, dipping and slide preparation; packaging specimens for pick up and delivery for laboratory testing, labeling specimens as required, and placing all necessary items in the proper shipping envelope and/or container; maintenance of records related to incoming patients and specimens delivered; completing and processing laboratory paperwork, including log and appointment books, requisition, and other routine laboratory paperwork; and the maintenance and ordering of all necessary supplies related to the foregoing. The term "Technical Services" shall not include the performance of other activities not directly related to Quest Diagnostics' laboratory services and/or which are normally performed by the Provider or the Provider's office staff such as reviewing a patient's chart for the purpose of obtaining diagnosis information or prevention of services on days or at times not specified herein. Provider shall prominently post a copy of the notice on Attachment 3.

Technical Services also may include (i) scheduling appointments for patients at Quest Diagnostics' Patient Service Centers using all the features of the Quest Diagnostics' PSC Locator, Web-based Appointment Scheduling System or Interactive Voice Recognition System, and (ii) (a) collection of payment at time of service for laboratory testing for uninsured patients and b) Quest Diagnostics Easy Pay™ request from patients for a credit card to be used for third party patient responsibility after the payment for laboratory testing has been processed and applied by the applicable third party payor.

2. BILLING. When Quest Diagnostics bills Provider for laboratory testing services, Quest Diagnostics will also bill the Provider for any phlebotomy services provided in conjunction with the laboratory services.

When Quest Diagnostics bills the patient, third party payor or other responsible party for laboratory testing services, Quest Diagnostics shall have the exclusive right to bill for phlebotomy services if it performs in conjunction with the laboratory services.

If Provider elects to bill any party for the Technical Services, or if Provider requests Quest Diagnostics to collect specimens that are not tested by Quest Diagnostics, Provider must promptly (1) notify Quest Diagnostics and (2) pay Quest Diagnostics the fair market value phlebotomy fee set forth on Attachment 1, which fees may be adjusted in writing by agreement of the parties.

3. WORK AREA. Provider shall supply to Quest Diagnostics, without payment by Quest Diagnostics of any rentals, taxes, utility, or other costs, a designated area that is adequate for Quest Diagnostics to perform the Technical Services in a safe manner, as well as convenient access to and from the work area and the use of common facilities, such as restrooms and waiting areas. Universal Precautions (OSHA regulations, 29 CFR §1910.130) will be maintained in the Work Area. Quest Diagnostics will be responsible for the removal and disposal of all waste generated by Quest Diagnostics employees/representatives, including medical or infectious waste. Provider will permit Quest Diagnostics' waste removal company access to the work area. Any equipment provided by Quest Diagnostics hereunder is to be used solely by Quest Diagnostics employees and remains at all times the property of Quest Diagnostics (see Attachment 2). Quest Diagnostics shall be solely responsible for all wages, taxes, and other charges relating to the personnel provided by Quest Diagnostics under this Agreement.

4. TERM AND TERMINATION. This Agreement shall commence on the Effective date and shall continue until March 2, 2015. This Agreement may be terminated by either party prior to the scheduled termination with thirty (30) days written notice to the other party.

5. COMPLIANCE WITH LAWS. Each of the parties represents that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-Kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law" and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and the Health Insurance Portability and Accountability Act ("HIPAA").

The terms of the attached Addendum to Agreement are incorporated herein.

QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.

By: Matthew J. Hamlin
Vice President Operations-Southwest

Date: 3/29/2014

Client: THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: Bruce Meyer, MD, MBA
Executive Vice President
For Health System Affairs
Executive Director, Faculty Practice Plan

Date: 3/27/2014
ATTACHMENT 1 TO TECHNICAL SERVICES AGREEMENT
BETWEEN QUEST DIAGNOSTICS AND UTSW
DATED MARCH 3, 2014

Schedule of Availability

The Technical Employee/Representative will be present at Provider’s facility during the following hours:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Day(s) of Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30 AM</td>
<td>4:30 PM</td>
<td>Monday thru Friday</td>
</tr>
</tbody>
</table>

Collection of Non-Quest Diagnostics Specimens
(if applicable)

Phlebotomy Fee: $2.50
ATTACHMENT 2 TO TECHNICAL SERVICES AGREEMENT
BETWEEN QUEST DIAGNOSTICS AND UTSW
DATED MARCH 3, 2014

LIST OF QUEST DIAGNOSTICS’ EQUIPMENT PLACED IN WORK AREA SOLELY TO SUPPORT
QUEST DIAGNOSTICS TECHNICAL SERVICES:

(CHECK ALL THAT APPLY)

Computer Equipment:
□ Computer Hardware (includes one of each: CPU, Monitor, Keyboard, Mouse, Router, and Modem)
□ Care360
□ Printer/Fax/Copier (if secured & monitored) __________________________ (type and #)
□ Label Printer ______ (#)
□ Computer cart/stand

Phlebotomy Equipment:
☒ Phlebotomy Chair ☒ Refrigerator - there are 2 in place for this account
□ Desk □ Desk Chair □ Telephone
□ Lockable File cabinets/Storage Cabinets/Drawers (describe) __________________________________________
☒ Centrifuge ☐ Phlebotomy basket
☒ Phlebotomy cart

Locations Performing Point of Care Testing
□ POC testing device
□ Test strips/Related reagents/Control
□ Thermometer to maintain ambient temperature
□ Other (describe) ____________________________________________________________

Items listed above are Equipment provided when entering into this Agreement. Any subsequent changes to
the list will be documented and identified appropriately by the parties.

Quest Diagnostics will provide Provider with the Equipment listed above for use in its facility, solely for the
purpose(s) of collection, transport, processing, and storage of specimens to be sent to Quest Diagnostics
for testing, or to communicate laboratory test results from Quest Diagnostics to Provider’s facility. Quest
Diagnostics shall retain title and ownership to the Equipment. The Equipment shall be installed and used
at Provider’s facility and shall not be removed from its facility or elsewhere without Quest Diagnostics’ prior
written consent. Provider shall at all times keep affixed to the Equipment all labels that Quest Diagnostics
may require to show that Quest Diagnostics owns the Equipment. Provider grants Quest Diagnostics (or
its designee) the right to inspect, maintain, or repair the Equipment at any reasonable time. Provider shall
not make any alterations, additions, or improvements to the Equipment.
ATTACHMENT 3 TO TECHNICAL SERVICES AGREEMENT
BETWEEN QUEST DIAGNOSTICS AND UTSW
DATED MARCH 3, 2014

See Next Page for Notice
NOTICE TO BE DISTRIBUTED TO OFFICE STAFF
AND POSTED ON OFFICE BULLETIN BOARD

Quest Diagnostics Incorporated ("Quest Diagnostics") has agreed to provide personnel in this office for the sole purpose of performing the following activities that are directly related to QUEST DIAGNOSTICS clinical laboratory testing services (collectively, the "Permitted Services"): (i) obtaining specimens from the patient that are sent to Quest Diagnostics for testing; (ii) preparing specimens for shipment to Quest Diagnostics; (iii) entering billing, test results or other information relating to Quest Diagnostics laboratory testing services into Quest Diagnostics Client Interface System Products ("CIS Products") or retrieving such Quest Diagnostics test results from Quest Diagnostics CIS Products; (iv) creating, receiving, using, or disclosing "protected health information" (or PHI) only in accordance with Quest Diagnostics' HIPAA compliance policies; and (v) performing other activities that are directly related to Quest Diagnostics laboratory services but are not activities that would normally be performed by this office.

It is Quest Diagnostics' corporate policy that Quest Diagnostics personnel may only perform Permitted Services and must not be asked or permitted to do any work on behalf of this office, including reviewing a patient's chart for the purpose of obtaining diagnosis information or using or viewing PHI that is not related to testing performed by Quest Diagnostics. In addition, any Equipment provided by Quest Diagnostics to assist Quest Diagnostics' personnel to perform Technical Services shall be utilized by Quest Diagnostics' personnel only. This policy has been designed to comply with applicable federal laws and violation of this policy may subject you, Quest Diagnostics and/or the phlebotomist to possible criminal penalties, fines and exclusion from participation in the Medicare/Medicaid programs.
ADDENDUM TO AGREEMENT

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (the "Agreement") for all purposes. "University" means The University of Texas Southwestern Medical Center and "Contractor" means Quest Diagnostics Clinical Laboratories, Inc.

Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

Tax Certification. If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Eligibility Certifications. Pursuant to Sections 2155.004 and 2155.006, Texas Government Code, Contractor certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Texas Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Export Control. Each Party shall comply with United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and all other export controlled commodities. Neither Party shall, directly or indirectly, re-export any controlled commodities, which are subject to this Agreement, unless the required authorization and/or license is obtained from the proper government agency(ies) prior to export.

Notices. Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement will be in writing and will be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:
If to University: The University of Texas Southwestern
Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9013
Attention: Executive VP for Business Affairs

with copy to: The University of Texas Southwestern
Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9013
Attention: Director, Contracts Management

If to Contractor: Quest Diagnostics Clinical Laboratories, Inc.
4770 Regent Boulevard
Irving, Texas 75063
Attention: Legal

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

Notwithstanding any other requirements for notices given by a party under the Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, Texas Government Code, then Contractor will send that notice to University as follows:

If to University: The University of Texas Southwestern
Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9013
Fax: (214) 648-0845
Email: contracts@utsouthwestern.edu
Attention: Director, Contracts Management

or such other person or address as may be given in writing by University to Contractor in accordance with this Section.

Venue; Governing Law. Dallas County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Breach of Contract Claims. To the extent that Chapter 2260, Texas Government Code, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and
each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.

Invoicing. Invoices for services performed and expenses will be submitted and will be paid upon approval and within thirty (30) days of receipt. Contractor shall submit receipts, invoices and other documentation for expenses. All invoices shall reference the assigned University CMO encumbrance number and shall be sent to:

Accounts Payable  
The University of Texas Southwestern  
Medical Center  
5323 Harry Hines Blvd.  
Dallas, TX  75390-9028

University shall have the right to verify the details set forth in Contractor's invoices, receipts, certificates, and statements, either before or after payment.

State Auditor's Office. Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on University's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on University except to the extent authorized by the laws and Constitution of the State of Texas.

Ethics Matters: No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy, available upon request; University’s Standards of Conduct Guide, available upon request; and applicable state ethics laws and rules available at www.utsystem.edu/oig/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of the Agreement.
Insurance. Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000:

- Employers Liability - Each Accident $1,000,000
- Employers Liability - Each Employee $1,000,000
- Employers Liability - Policy Limit $1,000,000

Workers’ Compensation policy must include under Item 3.A. on the information page of the Workers’ Compensation policy the state in which Work is to be performed for University.

Commercial General Liability Insurance with limits of not less than:
- Each Occurrence Limit $1,000,000
- Damage to Rented Premises $300,000
- Personal & Advertising Injury $1,000,000
- General Aggregate $2,000,000
- Products - Completed Operations Aggregate $2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor’s and subcontractor’s liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

Professional Liability (Errors & Omissions) Insurance with limits of not less than $1,000,000 each occurrence, $3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

Contractor will deliver to University:
Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

11.2.1.1 **All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its ongoing and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System and University. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System and University. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University or the University of Texas System. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing.

**Identification Badges.** Contractor's employees shall obtain a visitor's badge as issued by University's Office of Human Resources. Visitor's badges must be worn by Contractor's employees while present on University's premises. University shall provide access to whatever reasonable facilities and equipment are deemed necessary for Contractor's employees to successfully complete the services under this Agreement. This access will be primarily required during the hours of 8:00 AM to 5:00 PM, Monday through Friday, or as otherwise agreed upon by University and Contractor.
**Indemnification.**

To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively "Indemnities") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively "Claims") by any person or entity, arising out of, caused by, or resulting from Contractor's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

**Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence").

**Independent Contractors.** For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

Contractor shall be responsible for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state and local income taxes, social security taxes, workers' compensation and unemployment insurance. Whenever applicable, Contractor shall have on file a valid I-9 Employment Eligibility Verification form and supporting documentation evidencing that Contractor is authorized to work in the United States of America.

**Publicity.** Neither party shall make reference to the other in a press release or in any other written statements in connection with work performed under this Agreement if it is intended for use in the public media, except as required by the Texas Public Information Act or other law or regulation.

**Press Releases.** Except when defined as part of the Work, Contractor will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of University or the name of any University employee, or referring to the Agreement or the engagement of Contractor as an independent contractor of University, or the purchase of goods or services by University, without the prior written approval of University. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be directed to University's Vice President – Communications, Marketing and Public Affairs.

**Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

**Assignment and Subcontracting.** Contractor’s interest in this Agreement (including Contractor’s duties and obligations under this Agreement, and the fees due to Contractor under this Agreement)
may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, Texas Government Code, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University.

Public Information. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

Addendum Controlling. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control.

Contractor: Quest Diagnostics Clinical Laboratories, Inc.

By: Matthew J. Hamlin

Matthew J. Hamlin
Vice President Operations-Southwest

Date: 3/29/2014

University: The University of Texas Southwestern Medical Center

By: Bruce Meyer, M.D., M.B.A

Bruce Meyer, M.D., M.B.A
Executive Vice President
For Health System Affairs
Executive Director, Faculty Practice Plan

Date: 3/27/2014