

## **QUEST LABORATORY SERVICES AGREEMENT (LSA) SUMMARY**

**PREFERRED PARTNER PROGRAM** - PSPS agrees to identify QUEST through its Preferred Partner Program (“Program”) as a provider of “COVID Testing by QUEST”. “COVID Testing” shall refer to the SARS-CoV-2 molecular testing using nasopharyngeal swabs and other specimen collection options (e.g., nasal, saliva) if those specimen options become authorized by the FDA for use in connection with the molecular tests that QUEST performs under FDA EUAs, laboratory analysis and electronic reporting of results to the ordering provider. PSPS represents and warrants to QUEST that PSPS makes available certain administrative, management and other services to Members and is a wholly-owned subsidiary of ASPS, which is a nonprofit organization under Internal Revenue Code Section 501(c)(6). A Member may only access the COVID Testing provided under the Program by agreeing to the terms of service on the QUEST site linked to the Program. QUEST will provide COVID Testing for patients pursuant to orders submitted to QUEST by licensed health care providers who are employed by or contracted with Members and authorized under state or federal law to order laboratory tests.

**COVID TESTING** – QUEST shall make its COVID Testing available for purchase by Members (other than those Members located New York, New Jersey, or Rhode Island) at a price of \$100.00 per test. This price includes the cost of the collection kit, laboratory analysis and electronic reporting of results to the ordering provider by facsimile or, subject to the Member entering into a user agreement for QUEST’s web-based application, via Qunum. PSPS understands that QUEST may require (i) Members who purchase the COVID Testing to create an account with QUEST in order to have QUEST complete the performance of the COVID Testing, (ii) that the collection kits be used solely for the collection of specimens that are to be tested by QUEST, and (iii) that specimens referred to QUEST must be obtained in an appropriate container and in adequate quantity, be properly processed, and be properly packaged for transport. As of the date of this Agreement, QUEST expects to report results back to the ordering provider within seventy two (72) hours of receipt of the specimen; provided, however, that substantially longer turn-

around-times may occur at any time and from time to time if demand for COVID Testing increases significantly or if governmental authorities take actions that necessitate such longer turn-around-times. Further, QUEST will prioritize testing of specimens in accordance with announcements of the Centers for Disease Control and Prevention. As between the parties, QUEST is exclusively responsible for compliance with all regulatory requirements applicable to the COVID Testing, including performing such testing under applicable EUAs.