## FIRST AMENDMENT OF AGREEMENT BETWEEN OFFICE OF THE CONNECTICUT STATE COMPTROLLER AND QUEST DIAGNOSTICS LLC

THIS FIRST AMENDMENT (the "First Amendment") is effective as of the last date of signature below (the "Effective Date"), and by and among **Quest Diagnostics LLC**, ("Quest Diagnostics") and the **Office of the Connecticut State Comptroller**, on behalf of the **State of Connecticut**, hereinafter referred to as "OSC", "Comptroller" and/or "State".

The parties entered into an Agreement on May 29, 2020, (the "Agreement"); and now desire to amend the Agreement as described below.

The parties agree as follows:

- 1. Program Services as described in Exhibit C is hereby added and incorporated herein to the Agreement.
- 2. The pricing contained in Exhibit B (I)(A) is hereby deleted in its entirety and replaced with the revised pricing as follows:

Service Bill Code	Test Name	Client Price
0039504	SARS-CoV-2 Serology (COVID-19) Antibody (IgG), Immunoassay	\$55.00
0039448	SARS-CoV-2 RNA (COVID-19), Qualitative NAAT	\$100.00
0039751	Unobserved SARS-CoV-2 RNA (COVID-19), Qualitative NAAT Price is inclusive Program Services as defined in Exhibit C	\$100.00

Capitalized terms not specifically defined herein shall have the meanings assigned to them in the Agreement.

All other terms of the Agreement, including the Attachment(s) thereto, not specifically modified by this Amendment, remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

## **Quest Diagnostics LLC**

By: Earthikeyan kuppusamy

Print Name: Karthikeyan Kuppusamy, Ph.D.

Title: Vice President and General Manager

Date: 10/30/2020 | 3:08 PM EDT

## Office of the Connecticut State Comptroller

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By: tenin lembo		
05D3911165E648C		
Print Name: Kevin Lembo		
Comptroller Title:		
Date: 10/28/2020   10:35 AM EDT		
(Approved as to form)		
Connecticut Attorney General		
Ву:		
Typed/Printed name of Authorized Officia		
Date:		

## Exhibit C Program Services

- a. <u>Program Services.</u> Quest Diagnostics will provide or arrange for Program Services as described below:
  - i. Medical authority and oversight for Participants being tested, ("Physician Oversight"), in accordance with the following:
  - ii. Quest Diagnostics represents and warrants that this Authorized Provider meets all state and federal laws applicable for the ordering of Testing.
    - Quest Diagnostics will arrange for medical authority and oversight, including positive alert calls, except SARS-CoV-2 antibody positive alerts, to the extent applicable under this Agreement, through a physician wellness third-party provider unless otherwise indicated. Quest Diagnostics represents and warrants that this Authorized Provider meets all state and federal laws applicable for the ordering of Testing.
    - 2. Each Participant must agree to abide by terms of service of the physician wellness third-party provider engaged by Quest Diagnostics when the Participant enrolls in Program Services.
- b. State represents and warrants that it will obtain and maintain all necessary consents from the parent or legal guardian of each Participant under the age of eighteen receiving Testing and Program Services under this Agreement.
- c. If Quest Diagnostics provides deconstructed test kits to State, then State shall not re-sell or otherwise transfer the collection kits provided by Quest Diagnostics, for the purposes of Testing, in exchanges for value to a third-party entity.