

AMENDMENT TO THE AGREEMENT
WITH QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.
(FORMERLY KNOWN AS SMITHKLINE BEECHAM CLINICAL LABORATORIES)

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and Quest Diagnostics, Incorporated (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on December 18, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. All references to Quest Diagnostics Clinical Laboratories, Inc. will be amended to read "Quest Diagnostics Incorporated".
2. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED SIXTEEN THOUSAND DOLLARS (\$716,000) for the contract term.”

3. Schedule B, I., A. Payments, paragraph 2 is amended to read:

“2. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWO HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$286,000) For Hospital and Clinics (North County Health Center, Daly City Youth Center, South San Francisco Clinic and San Mateo County Methadone Clinic), EIGHTY THOUSAND DOLLARS (\$80,000) For Correctional Health, TWENTY-ONE THOUSAND DOLLARS (\$21,000) For Public Health, SEVENTY-NINE THOUSAND DOLLARS (\$79,000) For the Aids Program Clinic for services provided under Schedule A, Section I of this agreement for the period July 1, 2001 through June 30, 2002.”

4. Section 12, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

“12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through September 30, 2002. This Agreement may be terminated by Contractor, Chief Executive Officer of Hospital and Clinics or her designee at any time upon thirty (30) days' written notice to the other party.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of December 18, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

QUEST DIAGNOSTICS INCORPORATED

By: _____
Jerry Hill, President
Board of Supervisors

By: Michael L. Cornejo
For Dennis Hogle

Date: _____

Date: 7/18/02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: July 17, 2002
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: Quest Diagnostics, Inc.

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor provides specimen collection materials, electronic transfer of lab results into County's data system, specimen transport services, lab analysis of specimens, and electronic transfer of lab results into County data system for Hospital and Clinics, Correctional Health, Public Health Mobile Clinic, AIDS Program Clinic and Mental Health..

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	\$1m	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


SIGNATURE

MARSH USA INC.

CERTIFICATE OF INSURANCE

CERTIFICATE
NYC-00146283

PRODUCER
MARSH USA INC.
ATTN: LORRAINE PEREZ
1166 AVENUE OF THE AMERICAS
NEW YORK, N.Y. 10036-2774
PHONE 212-345-3346 FAX 212-345-3695

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A QUEST DIAGNOSTICS INCORPORATED
- COMPANY
B TRAVELERS INDEMNITY COMPANY OF ILLINOIS
- COMPANY
C N/A
- COMPANY
D TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

INSURED
QUEST DIAGNOSTICS INCORPORATED
ONE MALCOLM AVENUE
TETERBORO, NJ 07608

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	"\$5,000,000 SELF INSURED" "RETENTION"	12/31/01	12/31/02	GENERAL AGGREGATE \$ 5,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 5,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 5,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 5,000
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
B D	AUTOMOBILE LIABILITY	TC2JCAP266T3603-01 (A/O/S)	12/31/01	12/31/02	COMBINED SINGLE LIMIT \$ 2,000
	<input checked="" type="checkbox"/> ANY AUTO	TRJCAP266T3596-01 (MA)	12/31/01	12/31/02	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	TC2ECAP266T3584-01 (TX)	12/31/01	12/31/02	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2JUB266T3523-01 (A/S)	12/31/01	12/31/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 2,000
		TRJUB266T3535-01	12/31/01	12/31/02	EL EACH ACCIDENT \$ 2,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 2,000
					EL DISEASE-EACH EMPLOYEE \$ 2,000
A	OTHER PROFESSIONAL LIAB.	SELF-INSURED RETENTION	12/31/01	12/31/02	\$5,000,000 PER CLAIM

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)
SAN MATEO COUNTY IS NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

SAN MATEO COUNTY HEALTH CENTER
222 W. 39TH AVENUE
SAN MATEO, CA 94403

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.
By: Edward M. Thal

Edward M. Thal

MM1(9/99)

VALID AS OF: 06/12/02