# AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AMERICAN MEDICAL RESPONSE WEST FOR PHLEBOTOMY SERVICES

THIS AMENDMENT TO THE AGREEMENT, entered into this 1st day of January, 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and American Medical Response West, hereinafter called "Contractor";

#### WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for phlebotomy on-site services on May 24, 2005; and

WHEREAS, the parties wish to amend the Agreement to extend the Agreement through December 31, 2007 and increase the maximum payments to \$396,000.

## NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed \$396,000.

2. Section 4. Term and Termination is added to the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2005, through December 31, 2007.

This Agreement may be terminated by Contractor, the Health Department Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps,

photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the agreement.

4. All other terms and conditions of the agreement dated May 24, 2005, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY	OF SAN	MAILO	

		Ву:	and the second s				
		Presid	lent, Board o	f Supervi	sors, San	Mateo Co	unty
		Date:			3 		
	ATTEST:						
	By:Clerk of Said Board						
	American Medical Response West						
_	Louis K. Meyer, West Region CEO	s					
	Date: 12/29/06						

CERTIFICATE OF LIABILITY INSURANCE ISSUE DATE 4/13/2006							
Jardine Lloyd Thompson LLC Three Lincoln Centre 5430 LBJ Freeway, Suite 1580 Dallas, TX 75240 Phone: 972-980-5860 Fax: 972-980-5861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
			COMPANIES AFFORDING COVERAGE				
INSUR			INSURER A:	Arch Specialty Insurance Company			
Am	erican Medical Response, Inc.		INSURER B:	4			
	00 S. Syracuse Way, Suite 200		INSURER C:				
Gre	eenwood Village, CO 80111		INSURER D:				
			INSURER E:				
A Louis A	The state of the s		- Mar Arab Construction of the Construction	74.12	· * 1 - 1 - 1 - 1 - 1		
THIS IS	ERAGES S TO CERTIFY THAT THE POLICIES LIS ATED, NOTWITHSTANDING ANY REQUI H THIS CERTIFICATE MAY BE ISSUED O HE TERMS, EXCLUSIONS AND CONDITI	REMENT, TERM OR C OR MAY PERTAIN. THE	EN ISSUED TO THO ONDITION OF AN' EINSURANCE AFF IES. LIMITS SHOW	HE INSURED NAME Y CONTRACT OR C ORDED BY THE P IN MAY HAVE BEE	ED ABOVE OTHER DO OLICIES D	FOR THE POLICY OCUMENT WITH RI DESCRIBED HERE	N IS SUBJECT TO
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS	
	GENERAL LIABILITY				GENERA	L AGGREGATE	\$
	COMMERCIAL GENERAL LIABILITY				PRODUC	CTS-COMP/OP AGG.	\$
	CLAIMS MADE OCCUF		1 0	9	PERSON	IAL & ADV. INJURY	\$
	30.000		e ig g		EACH O	CCURRENCE	\$
	GENERAL AGGREGATE LIMIT APPLIES PER	_			FIRE DAM	MAGE (Any one fire)	\$
	POLICY PROJECT LOC		10.000		MED EXP	PENSE (Any one persor	n) <b>\$</b>
	AUTOMOBILE LIABILITY		5 H		COMBIN	ED SINGLE LIMIT	\$
	ANY AUTO				(Each acc	cident)	<u> </u>
	ALL OWNED AUTOS				BODILY	NJURY	\$
	SCHEDULED AUTOS				(Per perso		-
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	NON-OWNED AUTOS		2	6	(Per accid		<u> </u>
	GARAGE LIABILITY OTHER		*		PROPER	TY DAMAGE	\$
	EXCESS LIABILITY				EACH O	CCURRENCE	\$
-	UMBRELLA FORM				AGGREG	SATE	\$
FL	OTHER THAN UMBRELLA FORM			۸	Selection (C)		
	WORKERS COMPENSATION				STATUTO	ORY LIMITS	
	AND	7			EACH AC		\$
	EMPLOYERS' LIABILITY				DISEASE	-POLICY LIMIT	\$
					DISEASE	EACH EMPLOYEE	\$
	MEDICAL DEGESCIONAL LIABILITY		4/15/06	4/15/07		CCURANCE	\$ 10,000,000
Α	MEDICAL PROFESSIONAL LIABILITY (Claims Made Coverage)	UFL0005379-01				L AGGREGATE	\$ 10,000,000
	(Call S made Corolage)				SELF INS	SURED RETENTION	\$ 5,500,000
	OTHER:						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: LOCATION: 440830 SAN MATEO ALS OPERATIONS COUNTY OF SAN MATEO IS NAMED ADDITIONAL INSURED WITH REGARD TO THE LIABILITY POLICIES OF THE INSURED, BUT ONLY WITH RESPECT TO AND TO THE EXTENT OF THE LIABILITIES ASSUMED BY THE INSURED UNDER WRITTEN CONTRACT.							

#### CERTIFICATE HOLDER

County Of San Mateo ; Attn: Barbara Pletz

225 37th Avenue

San Mateo, CA 94403-0000

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

#### **AUTHORIZED REPRESENTATIVE**



650 363 4034 650 363 4034

P.03

### County Counsel Review Form

n		
Date:	January 4,	2007

To

Dan Silberman, County Counsel

From:

Barbara Pletz, EMS Administrator

Subject

Agreement Review and Approval

Contractor:

American Medical Response West

Maximum Amount: \$396,000

Rate of Payment: Contractor will be paid \$110.00 for each indidviual blood withdrawn. The fee is the complete charge for services rendered under this contract.

\_\_\_\_ No changes on the standard agreement form

The following sections have been changed on the 'standard" agreement:

Section No. & Title	Approved As Is [For County Counsel Use Only]	Modifications Required
Section 3: Payments	Comiser use Unity	[For County Counsel Use Only]

Modifications (Please specify modifications to be made below Use additional paper if needed):

Χ		
`	Approve	Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described

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