

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and American Medical Response West, hereinafter called "Contractor";

W I T N E S S E T H:

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, for services beginning on July 1, 2005 through December 31, 2006, for a maximum obligation of \$216,000; and

WHEREAS, the Agreement was amended on January 23, 2007, to increase the maximum obligation by \$180,000 for a new maximum obligation of \$396,000 and extend the term through December 31, 2007; and

WHEREAS, the Agreement was amended again on December 18, 2007, to increase the maximum obligation by \$280,410 for a new maximum obligation of \$676,410 and extend the term through June 30, 2009; and

WHEREAS, the Agreement was amended again on March 17, 2009, to increase the maximum obligation by \$229,500 for a new maximum obligation of \$905,910, and extend the term through September 30, 2009; and

WHEREAS, the parties now wish to amend the Agreement to increase the maximum obligation by \$20,000 for a new maximum obligation of \$925,910.

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

1) Paragraph 3 is hereby deleted in its entirety and replaced with the following:

3. Payments

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 work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed NINE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED TEN DOLLARS (\$925,910).

- 2) All other terms and conditions of the agreement dated May 24, 2005 as amended, 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 MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

American Medical Response West

Contractor's Signature

Date: _____

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	American Medical Response West	Phone:	650-235-1333
Contact Person:	Brad White, General Manager	Fax:	650-235-9048
Address:	1510 Rollins Road, Burlingame, CA 94010		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title