

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LABORATORY CORPORATION OF AMERICA**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Laboratory Corporation of America, 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, on July 8, 2008, the parties entered into an Agreement for the provision of clinical laboratory services for Behavioral Health and Recovery Services and Correctional Health Services of the Health System, for the term July 1, 2008 through June 30, 2009, for a maximum obligation of \$210,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term through January 31, 2010, and to increase the maximum obligation by \$122,500 to a new maximum obligation of \$332,500.

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 Agreement exceed THREE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$332,500).
2. Section 4. Term and Termination of the Agreement is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2008 through January 31, 2010.

This Agreement may be terminated by Contractor, the Director of Health 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.

- 3.** Section I.A. of Exhibit B shall be amended to read as follows:
Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the combined sum of THREE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$332,500) for services provided to Mental Health Services and Correctional Health Services for the amended term of this Agreement.
- 4.** Section I.B.1. ("Mental Health Services Maximum Obligation") of Exhibit B shall be amended to read as follows:
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 ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$142,500) for services provided to Mental Health Services as described in Exhibit A of this Agreement. This refers to the amount due from the County by means of invoice and does not include third party payments (i.e. Medicare, Medi-Cal and other third party payments). Services shall be billed on a fee-for-service basis. Mental Health Services Division shall be billed based on the Fee Schedule in Exhibit B, Section II.A. Fee Schedule – High Volume Tests, Attachment C – Test Volumes and Pricing, and Exhibit B, Section III. B. Billed costs shall be inclusive of supplies, transport service, analysis of specimens, technical assistance, and any other services or supplies required for the provision of laboratory services as described in Exhibit A of this agreement.
- 5.** Section I. Paragraph.1. ("Correctional Health Payments") of Exhibit B shall be amended to read as follows:
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 ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000) for services provided to Correctional Health Services as described in Exhibit A of this Agreement. Services shall be billed on a fee-for-service basis. Correctional Health Services shall be billed according to Exhibit B, Section II.A. Fee Schedule – High Volume Tests, Attachment C – Test Volumes and Pricing, and Exhibit B, Section III. C. Billed costs shall be inclusive of supplies, transport service, analysis of specimens,

technical assistance, and any other services or supplies required for the provision of laboratory services as described in Exhibit A of this agreement.

6. All other terms and conditions of the agreement dated July 8, 2008, 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: _____
Mark Church, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Laboratory Corporation of America

Contractor's Signature

Date: _____