

# FIRST AMENDMENT

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CENTRAL MEDICAL LABORATORY

This Second Amendment to the Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2009, by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter called "County," and **CENTRAL MEDICAL LABORATORY**, hereinafter called "Contractor."

### WITNESSETH

**WHEREAS**, the parties previously entered into an Agreement [Resolution No. 070373] on September 15, 2009 for provision of forensic phlebotomy services; and

**WHEREAS**, it is now the mutual desire and intent of the parties to make further modifications and amendments adding a flat monthly rate; and

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES** that the existing Agreement is hereby amended, by reference to Sections of the original Agreement and Exhibits as follows:

1. Section 1, Exhibits and Attachments, of the Agreement is hereby amended to read as follows:

**1. EXHIBITS AND ATTACHMENTS.**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Services

Exhibit B - Payments & Rates (**Revised: October 2009**)

2. Exhibit B - Payments & Rates, of the Agreement is hereby amended and attached hereto as "**Exhibit B - Payments & Rates (Revised: October 2009).**"

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

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

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
CLERK OF SAID BOARD

**CENTRAL MEDICAL LABORATORY**

BY: \_\_\_\_\_  
FRANK AMMON, PRESIDENT

DATE: \_\_\_\_\_

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# EXHIBIT B

## PAYMENT & RATES

(REVISED: OCTOBER 2009)

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND CENTRAL MEDICAL LABORATORY

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In consideration of the services set forth in Exhibit A, County shall pay Contractor according to the following:

**1. RATE SCHEDULE.**

- A. County will pay Contractor \$95 per blood draw except for the locations listed below in which County will pay the following:

**LOCATION PRICING PER DRAW**

First Chance - So. San Francisco	\$115
Kaiser - So. San Francisco	\$115
San Francisco General	\$135
Mills-Peninsula	\$100
Seton Coastside	\$150
Stanford Medical Center	\$125
South San Francisco	\$115
Half Moon Bay	\$150
Atherton	\$100
Daly City	\$115
Pacifica	\$150
Moss Beach	\$150
Colma	\$125
Millbrae	\$100
Hillsborough	\$100
Brisbane	\$120

- B. In addition to Section A above, County will pay Contractor a flat fixed monthly rate of **\$5,000.**

**2. PAYMENTS.**

- A. Contractor shall prepare and submit a monthly invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. Invoices will include name of individual, requesting law enforcement agency, case number, date and technician's initials.

- B. In any event, the County's total payment for Contractor's services shall not exceed **\$564,000** during the term of this agreement. County shall have the right to withhold

payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.