

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
QUEST DIAGNOSTICS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Quest Diagnostics, 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 laboratory reference testing services on May 18, 2021, for the term of November 1, 2020 through October 31, 2025, in an amount not to exceed \$5,000,000; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the agreement by \$2,750,000 to an amount not to exceed \$7,750,000 with no changes to the term.

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 in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. If County determines that the quantity or quality of the work performed is unacceptable, County will promptly notify Contractor of the specific performance issue and reserves the right to withhold payment with regard to the unsatisfactory work performed. In no event shall County's total fiscal obligation under this Agreement exceed SEVEN MILLION SEVENTY HUNDRED FIFTY THOUSAND DOLLARS (\$7,750,000). Notwithstanding the foregoing, County is solely responsible for monitoring and managing funding and shall not order more testing than funding supports. County agrees that Contractor shall be entitled to payment by County for all County ordered Laboratory Testing which is provided under this Agreement upon approval of the County Board of Supervisors of an amendment to the not to exceed amount and County shall diligently and timely seek such an amendment in the event it orders more testing than has previously been funded.

Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the Director of Laboratory or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. **All other terms and conditions of the agreement, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Quest Diagnostics

Jean-Marc Halbout
Jean-Marc Halbout (Jun 28, 2024 06:45 PDT)
Contractor Signature

Jun 28, 2024
Date

Jean-Marc Halbout
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board