

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BAY AREA PHLEBOTOMY & LABORATORY SERVICES**

THIS AMENDMENT TWO TO THE AGREEMENT, entered into this 14th day of February, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Bay Area Phlebotomy & Laboratory Services, 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 services on December 1, 2019; and

WHEREAS, in December 2022, Amendment One was approved which increased the amount and extended the term of the agreement; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount.

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:

3. Payments

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. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Six Hundred Fifteen Thousand Dollars (\$615,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.


2. Exhibit B, Section C, is amended to read as follows:

Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$615,000**. 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.

3. All other terms and conditions of the original agreement and prior amendment not in conflict with Amendment Two remain in effect and are incorporated by reference.

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

For Contractor: BAY AREA PHLEBOTOMY & LABORATORY SERVICES

<small>DocuSigned by:</small>  <small>741C3FA3BC094D4...</small>	1/19/2023 2:46 PM PST	Salustiano Ribeiro
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board