



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**

Sheriff's Office



**DATE:** March 16, 2012  
**BOARD MEETING DATE:** March 27, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Munks

**SUBJECT:** Amendment Three to the Agreement with Central Medical Laboratory

**RECOMMENDATION:**

Adopt a Resolution authorizing the President of the Board to execute Amendment Three to the Agreement with Central Medical Laboratory for the provision of phlebotomy services, increasing the contract amount by \$168,000 from \$589,000 to \$757,000.

**BACKGROUND:**

Central Medical Laboratory participated and was selected through a Request for Proposals process completed in August 2009.

On September 15, 2009, the Board approved an Agreement (Resolution No. 070373) with Central Medical Laboratory for provision of forensic phlebotomy services consisting of the collection of blood specimen evidence to be used in the prosecution of driving under the influence and other crimes. The term of the Agreement is October 1, 2009 through June 30, 2012 and for an amount not to exceed \$564,000.

In October 2009, Amendment One (Resolution No. 070446) to the Agreement was approved which added wording which provides for Central Medical Laboratory to receive a flat monthly rate of \$5,000 in addition to the per draw charge.

Earlier this year, Amendment Two to the Agreement was executed which increased the amount of the contract by \$25,000 from \$564,000 to \$589,000. Resolution No. 070446 authorized the Sheriff or Sheriff's designee to execute amendments so long as the modified term or services are within the current fiscal provisions.

**DISCUSSION:**

Central Medical Laboratory was contracted to provide forensic phlebotomy services at the request of County law enforcement agencies as needed to gather evidence for use in prosecution.

The cost of phlebotomy services will exceed the current maximum agreement amount which is \$589,000. The shortfall is a result of: 1) the contract's fiscal maximum was not revised to accommodate a flat monthly fee of \$5,000 which was added through Amendment One; and 2) there has been a 44% increase in the average number of blood draws per month from the commencement of the contract to present which was not taken into account when calculating the initial contract amount.

The Sheriff's Office Forensic Laboratory client agencies are invoiced for requested phlebotomy services at a rate of \$130 per draw. Agencies that are not invoiced for these services include the San Francisco International Airport, California Highway Patrol (CHP) and recently added service cities of Half Moon Bay, Millbrae, and San Carlos.

Within the next two months, the Sheriff's Office will be issuing a Request for Proposals for phlebotomy services. It is anticipated that the fees per draw will be lower which will decrease future costs.

Amendment Three to the Agreement will allow for the continuation of these services through the remaining term which will expire June 30, 2012. Therefore, it is requested that the total contract amount be increased by \$168,000, for a new total of \$757,000. There is no change to the term of the Agreement, October 1, 2009 through June 30, 2012.

County Counsel has reviewed and approved the Amendment and Resolution as to form.

Approval of Amendment Three contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring timely response to public safety incidents and that evidence is gathered in a timely fashion.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
Average number of blood draw requests per month	175	180

**FISCAL IMPACT:**

Amendment Three increases the maximum fiscal obligation by \$168,000 from \$569,000 to \$757,000. The increase has been included in the Sheriff's Office FY 2011-12 Adopted Budget.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE  
AMENDMENT THREE TO THE AGREEMENT WITH CENTRAL MEDICAL  
LABORATORY FOR THE PROVISION OF PHLEBOTOMY SERVICES, INCREASING  
THE CONTRACT AMOUNT BY \$168,000 FROM \$589,000 TO \$757,000.**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, in the course of law enforcement activities, it is necessary from time to time for law enforcement agencies to request phlebotomy services to gather forensic evidence to aid in the prosecution of individuals accused of a crime; and

**WHEREAS**, in April 2009 a Request for Proposals was issued for phlebotomy services and Central Medical Laboratory was selected to provide such services; and

**WHEREAS**, on September 15, 2009, the County entered into an Agreement (Resolution No. 070373) with Central Medical Laboratory for phlebotomy services to gather forensic evidence to aid in the prosecution of individuals accused of a crime; and

**WHEREAS**, on October 20, 2009, Amendment One was approved (Resolution No. 070446) to include a flat monthly charge that was inadvertently omitted from the original Agreement with Central Medical Laboratory; and

**WHEREAS**, Resolution No. 070446 authorized the Sheriff or Sheriff's designee to execute amendments to the Agreement with Central Medical Laboratory so long as

the modified term or services are within the current fiscal provisions; and

**WHEREAS**, in January 2012, Amendment Two was executed which increased the maximum fiscal obligation by \$25,000, from \$564,000 to \$589,000; and

**WHEREAS**, the County and Central Medical Laboratory now wish to further amend the existing contract by increasing the maximum fiscal obligation by \$168,000, from \$589,000 to \$757,000; and

**WHEREAS**, this Board has been presented with a form of Amendment Three and has examined and approved same as to both form and content, and desires to enter into same;

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the Board is hereby authorized and directed to execute said Amendment Three for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

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# THIRD AMENDMENT

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

This Third Amendment to the Agreement, is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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, Amendment One [Resolution No. 070446] to the Agreement was executed on October 20, 2009, to add a flat monthly rate; and*

*WHEREAS, Resolution No. 070446 authorizes the Sheriff of Sheriff's designee to execute amendments or modifications to this Agreement so long as the modified term or services are within the current or revised fiscal provisions of the County; and*

*WHEREAS, in January 2012, the parties executed Amendment Two to the Agreement, increasing the total amount of the contract by \$25,000, from \$564,000 to \$589,000; and*

*WHEREAS, it is now the mutual desire and intent of the parties to make further modifications and amendments to increase the total amount of the contract by \$168,000, from \$589,000 to \$757,000; 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 3, Payments, of the Agreement is hereby deleted 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 the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED FIFTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$757,000).**

2. Section 2, of Exhibit B to the Agreement is hereby deleted and replaced with the following:

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 **\$757,000** 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.

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.

**SAN MATEO COUNTY**

*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: \_\_\_\_\_