
AMENDMENT ONE

TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SPECIMEN SPECIALISTS OF AMERICA, INC.

THIS FIRST AMENDMENT to the Agreement, entered into this ____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Specimen Specialists of America, Inc., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on August 14, 2012, the County of San Mateo entered into an Agreement (Resolution No. 072120) with Specimen Specialists of America, Inc. for the purpose of forensic phlebotomy services; and

WHEREAS, both parties wish to make modifications to the Agreement which include a rate increase for each blood draw and an increase in the amount of the contract by \$163,960 from \$290,000 to \$453,960;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 3. Payments, of the Agreement is hereby deleted in its entirety 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 **FOUR HUNDRED FIFTY THREE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS, [\$453,960.00]**.

2. Exhibit B - Payments & Rates is hereby deleted in its entirety and replaced with Exhibit B - Payments & Rates (Revised October 2012), attached hereto and incorporated by reference herein.
3. This Amendment One is intended to serve as the sole Agreement of the parties with respect to the specific matters contained herein and any prior agreement, promises, negotiations or representations between the parties with respect to the subject matter of Amendment One not expressly stated in this document are not binding. Otherwise, Amendment One is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms of the Agreement not in conflict with Amendment One shall remain in full effect.

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

SPECIMEN SPECIALISTS OF AMERICA, INC.

BY: _____
(SIGNATURE)

_____ ANWETTE FILICE
(PRINTED NAME)

DATE: 11/20/12

EXHIBIT B

(Revised October 2012)

PAYMENTS & RATES

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

I. RATES.

A. County agrees to pay Contractor according to the following rates for the services set forth in Exhibit A:

1. Per draw Charge \$78.00
2. Cancelled Requests (Dry Runs) \$78.00
3. Court time..... no charge
4. Travel time no charge

B. If the services below are requested by County, County agrees to pay Contractor according to the following rates:

1. Urine Collection \$78.00 per collection
2. DNA Collection..... \$78.00 per collection

II. METHOD OF PAYMENT.

A. Invoicing Procedures.

1. Contractor shall submit **MONTHLY** invoices to the following:

San Mateo County Sheriff's Office
Forensic Laboratory
50 Tower Road
San Mateo, CA 94402-4035

2. County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Detailed statement of services/work completed for the invoiced period.
- A report (as an attachment) capturing the following information:
 - Service date
 - Requesting agency
 - Agency case number
 - Officer
 - Badge Number
 - Suspect's name
 - Offense
 - Phlebotomist
 - Location

- B. 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. In any event, the total payment for services of Contractor shall **not exceed \$453,960.00** 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.