

**AMENDMENT NO. 2 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
QUEST DIAGNOSTICS NICHOLS INSTITUTE**

THIS AMENDMENT TO THE AGREEMENT, entered into this 17th day of October, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Quest Diagnostics Nichols Institute, 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 the purpose of processing laboratory specimens services on December 11, 2012; and

WHEREAS, the parties amended the Agreement on December 8, 2015, extending the term through October 31, 2017 and increasing by \$1,600,000 to an amount not to exceed \$4,300,000; and

WHEREAS, the parties wish to further amend the Agreement to extend the term through October 31, 2020 and increase the amount by \$2,580,000 to an amount not to exceed \$6,880,000.

**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 herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and C. 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 SIX MILLION EIGHT HUNDRED EIGHTY THOUSAND DOLLARS (\$6,880,000).

2. Section 4, **Term and Termination**, of the Agreement is amended to read as follows:

4. **Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2012 through October 31, 2020.

This Agreement may be terminated by Contractor, the Health System Chief or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

- 3. All other terms and conditions of the agreement dated December 11, 2012, between the County and Contractor shall remain in full force and effect.**

