

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

UNILAB CORPORATION dba QUEST DIAGNOSTICS

for

PROFESSIONAL SERVICES

FIRST AMENDMENT

Effective June 1, 2013

THIS IS THE FIRST AMENDMENT (hereafter referred to as **First Amendment**) to the Agreement for Professional Services, number ~~BC-13-001~~ (hereafter **Agreement**), by and between the County of Santa Barbara (hereafter COUNTY) and Unilab Corporation dba Quest Diagnostics (hereafter CONTRACTOR) for the provision of reference clinical laboratory professional services.

WHEREAS, the Agreement is effective through June 30, 2014; and

WHEREAS, the parties desire to amend the Agreement to increase compensation due to higher than projected usage of clinical laboratory professional services; and

WHEREAS, this Amendment includes new language to address issues of the Public Health Department Compliance Program; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

a. The Agreement is amended as follows:

The following section shall be added to the Agreement:

32. COMPLIANCE. CONTRACTOR, by entering into this Agreement, attests to the fact that neither CONTRACTOR nor Subcontractors are excluded from federal contracting or billing for eligible Medicare or Medicaid (Medi-Cal in California) services.

- b. EXHIBIT A STATEMENT OF WORK is amended as follows:

The following section shall be added to Exhibit A:

9. Compliance Program Responsibilities: CONTRACTOR shall review the PHD Compliance Program Plan, Code of Ethics and Risk Management Plan and adhere to the policies and procedures as outlined in these Plan elements at all times under the terms of this Agreement.

CONTRACTOR shall conduct regular and frequent reviews of all clinical, support staff, and any Subcontractors providing services to PHD under this Agreement against the Centers for Medicare & Medicaid Services (CMS) Exclusions List and other applicable lists. CONTRACTOR or any CONTRACTOR staff or Subcontractors excluded or found to be on any of the aforementioned lists shall not provide services under this Agreement, nor shall the cost of such staff be claimed to CMS or PHD. CONTRACTOR shall immediately notify COUNTY should exclusions occur.

- c. EXHIBIT B PAYMENT ARRANGEMENTS is amended as follows:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, not to exceed ~~\$400,000~~ ~~\$300,000~~: ~~\$200,000~~ ~~\$150,000~~ for the period July 1, 2012 through June 30, 2013; and ~~\$200,000~~ ~~\$150,000~~ for the period July 1, 2013 through June 30, 2014. CONTRACTOR shall not be obligated to perform services in excess of said amounts.

First Amendment to Agreement for Services of Independent Contractor, ~~BC-13-001~~ between the
County of Santa Barbara and **Unilab Corporation dba Quest Diagnostics**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective June 1,
2013.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED:
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

First Amendment to Agreement for Services of Independent Contractor, ~~BC-13-001~~ between the **County of Santa Barbara** and **Unilab Corporation dba Quest Diagnostics**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective June 1, 2013.

CONTRACTOR.

By: _____
Unilab Corporation dba Quest Diagnostics

Date _____

