

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

UNILAB CORPORATION DBA QUEST DIAGNOSTICS

Third Amendment

Effective March 1, 2009

THIS IS THE THIRD AMENDMENT (hereafter referred to as Third Amendment) to the Agreement for Services of Independent Contractor, number BC-05-046 (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and Unilab Corporation dba Quest Diagnostics (CONTRACTOR), for the provision of pathology and clinical laboratory services.

WHEREAS, the Agreement is effective through June 30, 2009; and

WHEREAS, the parties desire to amend the Agreement to increase the compensation for the months of March through June in FY 2008-2009 due to increased usage; and

WHEREAS, the parties desire to amend the Agreement to extend the term to June 30, 2010; and

WHEREAS, this Third Amendment incorporates the terms and conditions set forth in the Agreement, approved by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. **Definitions.** Capitalized terms used in this Third 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:

1. **DESIGNATED REPRESENTATIVE.** *Dan Reid*, Assistant Deputy Director, Public Health Department Primary Care and Family Health Division is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dawn McGrew, Public Health Department Departmental Analyst at (805) 681-5205 is contract contact. *Rob Moverley*, at phone number (818) 737-6000 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Dawn McGrew
Contracts Unit
Public Health Department
300 N. San Antonio Road

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Santa Barbara, CA 93110
dmcgrew@co.santa-barbara.ca.us

To CONTRACTOR:

*Managing Director
Unilab dba Quest Diagnostics
C/O Rob Moverley
8401 Fallbrook Ave
West Hills, CA 91304
robert.f.moverley@questdiagnostics.com*

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

4. **TERM.** CONTRACTOR shall commence performance on July 1, 2008 and end upon completion, but no later than ~~June 30, 2009~~ *June 30, 2010* unless otherwise directed by COUNTY or unless earlier terminated.

b. **EXHIBIT B – COMPENSATION OF CONTRACTOR** is amended as follows:

1. **GENERAL ISSUES** Section A. the following language is to be amended.

For CONTRACTOR services to be rendered under this *Third Amendment*, CONTRACTOR shall be paid a total contract amount not to exceed ~~\$140,000~~ *\$200,000* for the period July 1, 2008 through June 30, 2009; *and \$200,000 for the period July 1, 2009 through June 30, 2010.*

3. **Ramifications.** The terms and provisions set forth in this Third Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this Third Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts.** This Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Third Amendment to Agreement for Services of Independent Contractor BC-05-046 between the **County of Santa Barbara** and **Unilab Corporation dba Quest Diagnostics**.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective March 1, 2009.

COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____ By: _____
Deputy Chair, Board of Supervisors

APPROVED AS TO FORM: APPROVED AS TO ACCOUNTING FORM:
DENNIS MARSHALL ROBERT W GEIS, CPA
COUNTY COUNSEL AUDITOR-CONTROLLER

By: _____ By: _____
Deputy County Counsel Deputy

APPROVED: APPROVED AS TO FORM
ELLIOT SCHULMAN, MD, MPH RAY AROMATORIO, ARM, AIC
DIRECTOR/HEALTH OFFICER RISK PROGRAM ADMINISTRATOR
PUBLIC HEALTH DEPARTMENT

By: _____ By: _____
Director

Third Amendment to Agreement for Services of Independent Contractor BC-05-046 between the **County of Santa Barbara** and **Unilab Corporation dba Quest Diagnostics**.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective March 1, 2009.

CONTRACTOR

By: _____
Unilab Corporation dba Quest Diagnostics

Printed Name: _____

Date: _____

Contract Summary Form:	BC-05-046 Amendment #3
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Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board if > \$100,000. If < \$100,000, submit a Purchasing Requisition to the Purchasing Division.

D1. Year(s): FYs 08/09 & 09/10
D2. Department Number (*plus -Ship/-Bill codes in paren's*): 041
D3. Requisition Number:
D4. Department Name: Public Health Department
D5. Contact Person.....: Dawn McGrew
D6. Phone: (805) 681-5205

K1. Contract Type (*check one*): ☒ Personal Service ☐ Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose.: Provide pathology and clinical laboratory services
K3. Original Contract Amount: \$400,000
K4. Contract Begin Date.....: July 1, 2008
K5. Original Contract End Date: June 30, 2010
K6. Amendment History (*leave blank if no prior amendments*): None.

Seq#	Effective Date	ThisAmndtAmt	CumAmndtTo	DateNewTotalAmt	NewEndDate	Purpose (2-4 words)

K7. Department Project Number..... :
B1. Is this a Board Contract? (*Yes/No*)..... : Yes
B2. Number of Workers Displaced (*if any*)..... : 0
B3. Number of Competitive Bids (*if any*)..... : N/A
B4. Lowest Bid Amount (*if bid*) : \$
B5. If Board waived bids, show Agenda Date :
B6. ... and Agenda Item Number :
B7. Boilerplate Contract Text Unaffected? yes

F1. Encumbrance Transaction Code : 1701
F2. Current Year Encumbrance Amount..... :
F3. Fund Number.....: 0042
F4. Department Number: 041
F5. Division Number (*if applicable*): 1701
F6. Account Number: 7460
F7. Cost Center number (*if applicable*)..... :
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*)..... :
V2. Payee/Contractor Name.....: Unilab dba Quest Diagnostics
V3. Mailing Address: 8401 Fallbrook Ave.
V4. City State (*two-letter*) Zip (*include +4 if known*): West Hills, CA 91304
V5. Telephone Number: 818.737.6000
V6. Contractor's Federal Tax ID Number (*EIN or SSN*): On File
V7. Contact Person.....: Rob Moverley
V8. Workers Comp Insurance Expiration Date: 12/31/09
V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*): 12/31/09
V10. Professional License Number.....: N/A
V11. Verified by (*name of County staff*).....: Dawn McGrew
V12. Company Type (*Check one*): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : _____ Authorized Signature _____