



## County of San Mateo

### Contract Amendment Coversheet and Contract Amendment for >\$200K

Complete both the Contract Amendment Coversheet and Contract Amendment Template in order to execute a contract amendment.

CONTRACT SUMMARY		
<b>Contract No:</b>	<b>Contractor Name</b>	<b>Amendment No:</b>
7926	Milliman, Inc.	1

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
<b>Agreement Amount</b>			
<b>Original Amount:</b>	\$200,000.00		
<b>Amendment 1 Amount:</b>	\$300,000.00		
<b>Current Amount:</b>	<b>Addition or Reduction:</b>	<b>New Total:</b>	
\$200,000.00	\$300,000.00	\$500,000.00	
<b>Agreement Term</b>			
<b>Original Start Date:</b>	December 01, 2020	<b>Original End Term:</b>	December 31, 2021
<b>Amendment 1 Start Date:</b>	December 01, 2020	<b>Amendment 1 End Date:</b>	December 31, 2022

Paragraph Changes:

List the number and title of each paragraph/document that is being modified (edit, add, deletion).

3. Payments

4. Term

Exhibit A

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
MILLIMAN, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 15<sup>th</sup> day of October, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Milliman, Inc., 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 an Actuarial and Negotiations Project on December 01, 2020; and

WHEREAS, the parties wish to amend the Agreement to increase the agreement amount, extend the agreement term, and modify the agreement sections below.

**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:

In consideration of the services provided by Contractor materially in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County reasonably determines that the quantity or quality of the work performed is not materially in accordance with the applicable terms, conditions, and specification set forth in Exhibit A. In no event shall County's total fiscal obligation under this Agreement exceed **five hundred thousand dollars (\$500,000.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices are payable upon receipt. Contractor reserves the right to stop all work if any bill goes unpaid for sixty (60) days. In the event of such termination, Contractor shall be entitled to collect the outstanding balance, as well as charges for all services and expenses, incurred up to the date of termination.

2. Section 4, Term, of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 01, 2020, through December 31, 2022.

3. Exhibit A of the agreement is amended to read as follows:

Perform actuarial valuations. Provide the County with consulting services and perform special studies as requested by the County for labor negotiations.

4. **All other terms and conditions of the agreement dated December 01, 2020, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: [Milliman, Inc.]**

Daniel Wade  
Contractor Signature

October 15, 2021  
Date

Daniel Wade  
Contractor Name (please print)



**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board