

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
VAYA WORKFORCE SOLUTIONS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO and the COUNTY'S SAN MATEO MEDICAL CENTER, hereinafter called "County," and Vaya Workforce Solutions, LLC, hereinafter called "Contractor" and amends the Agreement for Comprehensive Workforce Management Services (the "Agreement") between the parties.;

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, MedAssets Performance Management Solutions, Inc. ("MedAssets") and the County entered into the Agreement on January 24, 2017 for the term of February 1, 2017 through January 31, 2022, in an amount not to exceed \$30,000,000; and

WHEREAS, the parties amended the Agreement on November 8, 2017 to add administrative fees and amend other provisions with no changes to the term or fiscal obligation; and

WHEREAS, the parties amended the Agreement on August 21, 2021 to increase the amount of the Agreement by \$2,200,000, to an amount not to exceed \$32,200,000, to change certain insurance requirements, and to reflect the fact that Vizient, Inc. ("Vizient") succeed to MedAssets' interest in the Agreement; and

WHEREAS, the parties amended the Agreement on December 27, 2021 to reflect the assignment of the Agreement from Vizient, Inc. to Vaya Workforce Solutions, LLC by amending certain name references; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the Agreement by \$3,000,000, to an amount not to exceed \$35,200,000.

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

1. Section 29, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

29. Maximum Amount. In no event shall Customer's total fiscal obligation under this Agreement and any related agreements with staffing services exceed \$35,200,000 in aggregate.
2. **All other terms and conditions of the Agreement, as previously amended, 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: **VAYA WORKFORCE SOLUTIONS, LLC**


Contractor Signature

04/22/2022
Date

Peter Kaufman, EVP, Enterprise Services
Contractor Name (please print)

COUNTY OF SAN MATEO AND COUNTY'S SAN MATEO MEDICAL CENTER

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board