

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE PERMANENTE MEDICAL GROUP, INC. DOING BUSINESS AS KAISER-ON-
THE-JOB**

THIS AMENDMENT TO THE AGREEMENT, entered into this 1 day of December, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Permanente Medical Group, Inc. doing business as Kaiser-On-The-Job, 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 occupational health services on June 17, 2014 by Resolution 073241; and

WHEREAS, the parties amended the Agreement on June 1, 2017 to extend the term until May 31, 2018 and reflect an updated fee schedule; and

WHEREAS, Resolution 073241 also authorized the Human Resources Director or the Director's designee to execute the two individual one year extensions and contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, the parties wish to amend the Agreement extending the term through May 31, 2019 and increasing the contract by \$1,410,000 to an amount not to exceed \$2,800,000.

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

1. Payments 3. The payments portion of the agreement is amended to read as follows:

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 Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal

obligation under this Agreement exceed two million, eight hundred thousand dollars (\$2,800,000).

2. Exhibit B is amended to strike the following language:

Monthly invoices for services actually rendered will be paid on receipt, not to exceed \$276,000 per year in the first three years of the contract and not to exceed \$280,000 per year in each of the possible one year extensions that may amend the contract.

3. All other terms and conditions of the agreement dated June 17, 2014, between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

_____	<u>11/29/2017</u>	<u>Roman Kownacki, MD, MPH</u>
Contractor Signature	Date	Contractor Name (please print)
		Medical Director, Regional Occupational Health - Northern California

For County:

_____	_____	_____
Purchasing Agent Signature (Department Head or Authorized Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or Authorized Designee) County of San Mateo

		Purchasing Agent or Authorized Designee Job Title (please print) County of San Mateo