



Amendment A7 to Management Services Agreement dated November 20, 2012, as amended (the "Agreement"), by and between Aramark Healthcare Technologies, LLC ("Aramark" or "Contractor") and the County of San Mateo ("County" or "Customer").

The parties hereby further amend the Agreement as set forth below in this amendment (the "Amendment"), which changes will be effective as of May 1, 2018:

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 Biomed Services on November 20, 2012; and

WHEREAS, the parties executed Amendment No. A1 to the Agreement on December 17, 2013, which added facilities to the Agreement, changed further terms and conditions and adds, changes and deletes Covered Equipment to Schedules I, II and III, in accordance with the Agreement, reducing the billing amount by \$58,612.66 per year effective as of February 1, 2014.

WHEREAS, the parties executed Amendment No. A2 to the Agreement on September 19, 2014, which adds and deletes Covered Equipment to Schedules I, II and III, in accordance with the Agreement, reducing the billing amount by \$16,903.29 per year effective as of October 1, 2014.

WHEREAS, the parties executed Amendment No. A3 to the Agreement on May 7, 2015, which adds, changes and deletes Covered Equipment to Schedules I, II and III, in accordance with the Agreement, increasing the billing amount by \$9,983.02 per year effective as of June 1, 2015.

WHEREAS, the parties executed Amendment No. A4 to the Agreement on June 28, 2016, which adds, changes and deletes Covered Equipment to Schedules I, II and III, in accordance with the Agreement, increasing the billing amount by \$11,810.88 per year effective as of August 1, 2016.

WHEREAS, the parties executed Amendment No. A5 to extend the Agreement to April 30, 2018, effective as of April 1, 2017.

WHEREAS, the parties executed Amendment No. A6 to extend the Agreement to June 30, 2018, effective as of April 1, 2018.

WHEREAS, the parties wish to further amend the Agreement, extending the term through August 31, 2018 and increasing the amount by \$140,000 to a new maximum amount of \$4,140,000.

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

1. **Extension of Term.** The parties agree to extend the term to August 31, 2018, therefore the first paragraph of Section 4 to the Agreement is deleted in its entirety and replaced with the following:

"Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2012 through August 31, 2018."

As a result of the above, Section 2 to Exhibit B is also deleted in its entirety and replaced with the following:

"2. **Term and Renewals.** The Term begins on November 1, 2012 (the "Effective Date") and will continue until August 31, 2018 (the "Initial Term"), unless terminated in accordance with **Section 8** or renewed. This Management Services Agreement may be renewed by mutual written agreement of the parties for a term of two additional years."

2. Section 3, Payments, of the Agreement is hereby 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. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$4,140,000). All payments due under this Agreement, including but not limited to payments under the Exhibits hereto (including by way of example and without limitation any payments described in Sections 5(b), 5(c)(ii), 5(c)(iii), 5(c)(iv), 5(e)(ii), 5(f), 6(c), 6(e), 8(d), and/or 8(e) of Exhibit B, the Management Services Agreement) are subject to this not to exceed amount, and this Agreement must be amended before any fiscal obligation beyond this not to exceed amount can be incurred by the County.

3. **Aramark Payment Adjustment.** The Parties agree to increase the Aramark Payment by \$5,000 per month for the remainder of the Term.
4. **Definitions.** Unless otherwise specified, capitalized terms used herein shall have the meanings set forth in the Agreement.
5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or .pdf signature shall be considered valid as if an original signature.
6. **Agreement to Remain in Effect.** Except as specifically amended by this Amendment, all the terms and conditions contained in the Agreement remain in full force and effect. To the extent that there is any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties, through the signatures below of their duly authorized officers, have executed this Amendment as of the dates set forth below.

For Contractor Aramark Healthcare Technologies, LLC


Contractor Signature

5/21/18
Date

Brian Van Hoven
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board