



Amendment A8 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 July 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 executed Amendment No. A7 to extend the Agreement to August 31, 2018 and increase the Aramark Payment by \$5,000.00 per month effective as of May 1, 2018.

WHEREAS, the parties wish to further amend the Agreement, extending the term through December 31, 2018 and change the effective date of the Aramark Payment change made in Amendment A7 to July 1, 2018.

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

1. **Extension of Term.** The parties agree to extend the term to December 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 December 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 begin on November 1, 2012 (the "Effective Date") and will continue until December 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. **Aramark Payment Adjustment Effective Date.** The Parties acknowledge and agree that the increase to the Aramark Payment as outlined in Section 3 of Amendment A7 should have been effective July 1, 2018 and shall be in effect for the remainder of the Term.
3. 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 FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$4,460,000). 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.

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

For Contractor: Aramark Healthcare Technologies, LLC



Contractor Signature

7/9/2018

Date

Brian Van Horn

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board