

**SECOND AMENDMENT TO
AGREEMENT FOR COMPREHENSIVE WORKFORCE MANAGEMENT SERVICES
BETWEEN THE COUNTY OF SAN MATEO AND VIZIENT, INC.**

THIS AMENDMENT TO AGREEMENT FOR COMPREHENSIVE WORKFORCE MANAGEMENT SERVICES (the "AGREEMENT"), entered into this 21st day of August, 2021, by and between the COUNTY OF SAN MATEO, a political Subdivision of the State of California, and the COUNTY'S SAN MATEO MEDICAL CENTER, hereinafter called "County," and Vizient, Inc. ("Vizient"), as successor-in-interest to MedAssets Performance Management Solutions, Inc. ("MedAssets"; Vizient and MedAssets may be individually and collectively 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, 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 with no changes to the term or fiscal obligation; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the Agreement by \$2,200,000, to an amount not to exceed \$32,200,000.

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

1. All references to MedAssets in the Agreement are deleted in their entirety and replaced with Vizient.
2. Section 28.3, Liability Insurance, of the Agreement is amended to read as follows:

28.3 Liability Insurance. Vizient shall maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Vizient and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Vizient operations under this Agreement, whether such operations be by Vizient, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- a. Comprehensive General Liability \$1,000,000
- b. Professional Liability \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance (excluding Workers' Compensation and Employer's Liability), which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other

insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

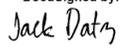
3. Section 29, Maximum Amount is hereby added to the Agreement to read as follows:

29. Maximum Amount. In no event shall Customer's total fiscal obligation under this Agreement and any related agreements with staffing services exceed \$32,200,000 in aggregate.

4. **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: Vizient, Inc.

<small>DocuSigned by:</small>  <small>581C6C3C028D4C2</small>	8/6/2021 11:47:17 AM CDT	Jack Datz Managing Principal
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board