

**SECOND CONTINUATION AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
STANFORD HEALTHCARE**

THIS SECOND CONTINUATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and (Stanford Healthcare) (hereinafter "CONSULTANT").

RECITALS

WHEREAS, on December 21, 2016 CITY and CONSULTANT entered into an agreement entitled "Agreement for Consultant Services Between the City of San Jose and Stanford Healthcare" ("AGREEMENT"); and

WHEREAS, the CITY exercised its options to extend the term for two additional one-year terms through December 31, 2019; and

WHEREAS, on December 19, 2019, CITY and CONSULTANT entered into the first Continuation Agreement to extend the term of the AGREEMENT to April 30, 2020, with no increase in the amount of total compensation allowed; and

WHEREAS, the AGREEMENT will expire as of April 30, 2020, and CITY and CONSULTANT desire to enter into a second Continuation Agreement to extend the term for an additional four (4) months through August 31, 2020 and to increase the amount of total compensation allowed by \$104,480 to allow for the issuance of a new RFP and to compensate for the increase in services to support COVID-19 response and mitigation efforts.

NOW, THEREFORE, the parties agree to continue the AGREEMENT as follows:

SECTION 1. The term of the AGREEMENT, originally December 21, 2016 to January 1, 2017, and continued to April 30, 2020, and is now continued for the period of May 1, 2020 through August 31, 2020, with an \$104,480 increase in the amount of total compensation allowed.

SECTION 2. SECTION 4 “COMPENSATION” is amended to read as follows:
“The compensation to be paid to CONSULTANT, for professional services shall not exceed Two Hundred Thirty-Four thousand and Eighty Dollars (\$234,080) for the Second Option Term Agreement. The rate and schedule of payment is set out in EXHIBIT C, entitled “COMPENSATION,” which is attached hereto and incorporated herein”.

EXHIBIT C, “COMPENSATION” is amended to read as shown in REVISED EXHIBIT C, attached and incorporated into this Second Continuation Agreement.

SECTION 3. EXHIBIT B, “SCHEDULE OF PERFORMANCE” is amended to read as shown in REVISED EXHIBIT B, attached and incorporated into this Continuation Agreement.

SECTION 4. All of the terms and conditions of the original AGREEMENT not specifically modified by this Continuation Agreement shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal corporation

Diana Yuan, Deputy City Attorney

By _____
Leland Wilcox
City Manager Chief of Staff

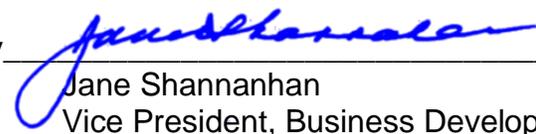
“CONSULTANT”

APPROVED AS TO CONTENT

STANFORD HEALTHCARE



Andra Blomkalns, M.D.
Chair, Department of Emergency Medicine
Stanford University School of Medicine

By 

Jane Shannanhan
Vice President, Business Development
Stanford University School of Medicine

REVISED EXHIBIT C
COMPENSATION

CITY agrees to compensate CONSULTANT at the hourly rate of ONE Hundred Eighty Dollars (\$180.00) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, for professional services, shall not exceed Two Hundred Thirty-Four thousand and Eighty Dollars (\$234,080) for the Second Option Term Agreement. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

REVISED EXHIBIT B
SCHEDULE OF PERFORMANCE

Work shall commence immediately upon the execution of this AGREEMENT. The estimated time for completion is August 31, 2020.