

AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT FOR WORKERS' COMPENSATION MEDICAL PROVIDER NETWORK SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR WORKERS' COMPENSATION MEDICAL PROVIDER NETWORK SERVICES ("Amendment") by and between the **CITY OF CARSON**, a California municipal corporation ("City") and **MEDEX Healthcare, Inc.**, a California for profit corporation, and also doing business as **MEDEX II** ("Consultant") is effective as of the 15th day of August, 2016.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement for Workers' Compensation Medical Provider Network Services dated August 15, 2015 ("Agreement") whereby Consultant agreed to provide medical provider network administration services, in exchange for compensation not to exceed the original Contract Sum of \$24,000 for the first contract year.

B. The original term of the Agreement began August 15, 2015 and will expire on August 15, 2016.

C. City and Consultant now desire to amend the Agreement to extend the term of the Agreement for an additional one (1) year, beginning August 15, 2016 and ending August 15, 2017. During this second year term Consultant will perform the same services as agreed to in the Agreement, for the same amount of compensation provided for the first year term, of a not to exceed amount of \$24,000, which shall increase the total maximum Contract Sum to \$48,000 for two years of service, pursuant to the terms of this Amendment.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is underlined, deleted text in ~~strike-through~~):

A. Section 2.1, "Contract Sum," shall be amended to read as follows:

"Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Twenty-Four Thousand Dollars (\$24,000.00)~~ Forty Eight Thousand Dollars (\$48,000) ("Contract Sum")."

B. Section 3.4, "Term," shall be amended to read as follows:

EXHIBIT NO. - 1

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~one (1) year~~ two (2) years from the date hereof August 15, 2015, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Exhibit "C," Schedule of Compensation, Section 1, shall be amended to read as follows:

"Consultant shall perform the following services at the following rates:

PAYMENT FOR ADMINISTRATIVE SERVICES

Employer will compensate Consultant for the provision of MPN services rendered by Consultant in the amount as described in this Agreement. The total payments for Administrative Fees under this Agreement shall not exceed an amount of ~~\$24,000~~ \$48,000 for the two year term, and shall not exceed an amount of \$24,000 for each respective year ~~first contract year~~."

D. Exhibit "C," Schedule of Compensation, Section III, shall be amended to read as follows:

"The total compensation for the Administrative Services, described herein, shall not exceed ~~\$24,000~~ \$48,000, as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF CARSON, a municipal
corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:
MEDEX Healthcare, Inc., a California for
profit corporation, and also doing business
as MEDEX II

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 1201 Dove Street, Suite 300
Newport Beach, CA 92660

Two corporate officer signatures required when Caterer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CATERER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CATERER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S) _____	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

- CAPACITY CLAIMED BY SIGNER**
- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- TITLE(S)**
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE