

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SIEMENS MEDICAL SOLUTIONS USA, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into on _____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SIEMENS MEDICAL SOLUTIONS USA, INC, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, the parties entered into an Agreement with SIEMENS MEDICAL SOLUTIONS USA, INC. to maintain and upgrade County's Radiology Information System (RIS) also known as Syngo Workflow, at the San Mateo Medical Center (SMMC) within San Mateo County Health, on January 23, 2018 for the term of February 1, 2018 through December 31, 2020, in the amount not to exceed \$300,000; and

WHEREAS, the parties entered into a first amendment to the Agreement on May 15, 2018 to correct the amount of the Sybase fee to be deleted when the upgrade is completed and to extend the timing of the second upgrade payment; and

WHEREAS, the parties entered into a second amendment to the Agreement on October 6, 2020 to extend the term by three years, from December 31, 2020 to December 31, 2023 and increase the County's total fiscal obligation by \$205,000 for an amount not to exceed \$505,000; and

WHEREAS, the parties entered into a third amendment to the Agreement on May 8, 2023 to add a one-year Easysoft ODBC-SQL subscription; and

WHEREAS, the parties entered into a fourth amendment to the Agreement on October 3, 2023 to extend the term by one year, from December 31, 2023 to December 31, 2024 with an option to extend the Agreement one additional year, to December 31, 2025, and increase the County's total fiscal obligation by \$46,000 for an amount not to exceed \$551,000; and

WHEREAS, the parties entered into a fifth amendment to the Agreement on March 11, 2024 to exercise the option approved by the County Board of Supervisors on October 3, 2023 (Section 3 of amendment four) to extend the term by one year, from December 31, 2024 to December 31, 2025 and increase the County's total fiscal obligation by \$46,000 for an amount not to exceed \$597,000; and

WHEREAS, the parties wish to enter into a sixth amendment to the Agreement to establish a Single Server Archive Solution and increase the County's total fiscal obligation by \$44,880 for an amount not to exceed \$641,880.

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

1. Section 3, (entitled "Payments"), as amended, is hereby further amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SIX HUNDRED FOURTY-**

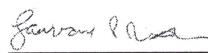
ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$641,880). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the County Health CIO or their designee. Invoices must be sent to: hs_hit_accountspayable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Exhibit A – Single Server Archive Solution

3. All other terms and conditions of the Agreement between 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: **SIEMENS MEDICAL SOLUTIONS USA, INC,**

 Electronically signed by: Lawrence Nicklas
Reason: I am approving this document
Date: May 21, 2025 07:42 PDT

Contractor Signature

Date

Lawrence Nicklas

Contractor Name (please print)

Vice President, Sales Operations, D&A

Contractor Title (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A – Single Server Archive Solution

T&M Quotation



Quote Request Received: 03/20/2025	Quote Created: 03/20/2025 / Revised 04/24/2025
Quote Number: 1800001053	Quoted by: PMO Back Office
Customer: San Mateo Medical Center	Customer Contact: Lisa Tso
Customer Number: 9650	Functional Location: 400-213218
Siemens Healthineers Contact: Carol Wood	Valid Through: 06/09/2025
Division: 57	

Customer e-mail: ltso@smcgov.org

Customer Phone: 628-258-3218

Additional Customer Contact Information: Jackie Pelka, Imaging Dept manager, jpelka@smcgov.org

Invoice Description: Single Server Archive Solution

Detail Description: We would like to proceed with the option of setting up a single server to access the sWF data

Line	Product / Service	Qty / Hrs	Bill Code	Rate	Item Total
01	Professional Service	155	Hourly – T&M	\$255/hr	\$39,525

Line	Product / Service	Qty / Hrs	Bill Code	Rate	Item Total
02	Professional Service (Contingency)	21	Hourly – T&M	\$255/hr	\$5,355.00

Status: WIMG-Waiting Approval (Please provide PO upon approval)

Payment Terms: Hourly

Item Scope:

San Mateo's sWF system goes back to 1993 so it has about 32 years of historical data.

San Mateo has 80,000+ scans in the system

300,000+ Interactive documents in the system. About 16,000+ signed interactive documents.

48,000+ historical supplies

Mammography and biopsy/pathology findings, indications, recommendations etc....

1.1+ Million results

The Archive solution includes:

- A Zero footprint UI is provided to query all data in the system
- Additionally, SSRS reporting objects are provided for batch querying of the data.
- Access to scan Documents is provided
- All Results are made legible and available in its original formatted output.
- Access to all Mammography data.
- Access to all Interactive Documents.
- Access to old UDR Output Documents (folder names provided by customer).

Exhibit A – Single Server Archive Solution

T&M Quotation



In addition to all the data above, everything else on their system, such as procedure locations, technologists, addendum dates and many other items, would be available.

This Archival solution will reside on a customer provided Windows Server.

This archival solution does have an API, so that a third party can launch a URL and pass the original accession number in context.

This line item is required and will need to be approved for Siemens Healthineers to complete this project as requested. Failure to approve all required items could cause delay or cancellation of project.

Total Professional Services Fees: \$44,880

Total Monthly Fees: \$0.00

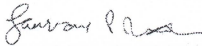
Total Monthly Fees, if applicable, is the amount that will be billed monthly for this request and includes recurring fees and monthly support fees as noted in the line items.

Terms and Conditions

The services provided pursuant to this Quote are subject to the terms and conditions of the Master Purchase and Services Agreement between Siemens Medical Solutions USA, Inc and San Mateo Medical Center. effective January 23, 2018 (as amended).

Customer may sign this Quote where indicated below and email back to the sender. SHS PMO backoffice <pmo.backoffice@siemens-healthineers.com>

Approval Signatures

	Customer	Siemens Healthineers
Signature	_____	 <small>Electronically signed by: Lawrence Nicklas Reason: I am approving this document Date: May 21, 2025 07:42 PDT</small>
Name	_____	<u>Lawrence Nicklas</u>
Title	_____	<u>Vice President, Sales Operations, D&A</u>
Date	_____	_____

Once the signed document or the electronic approval is received, this Quote will be processed, and a resource will be assigned to the project.