

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KAINEXUS, INC**

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement with KaiNexus, Inc to provide a software-as-a-service (SaaS) platform that facilitates, supports, tracks, and reports on San Mateo County Health (SMCH) improvement work, on December 12, 2019 for the term of December 10, 2019 through December 9, 2022, in the amount not to exceed \$316,800; and

WHEREAS, the parties entered into a first amendment to the Agreement to increase the County's total fiscal obligation by \$364,680 to an amount not to exceed \$681,480 and extend the term of the Agreement by 3 years to December 10, 2019 through December 9, 2025; and

WHEREAS, the parties wish to enter into a second amendment to the Agreement to increase the County's total fiscal obligation by \$141,495 to an amount not to exceed \$822,975 and to extend the term of the Agreement by 1 year to December 10, 2019 through December 9, 2026.

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

1. Section 3, Payments, of the Agreement which has subsequently been amended is deleted in its entirety and reinstated 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 **\$822,975**. 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. Section 4, Terms is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **December 10, 2019**, through **December 9, 2026**.

3. Exhibit A – Services is removed completely and replaced with attached Exhibit A - Services
4. 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:



Contractor Signature

2025/09/23

Date

Matthew Paliulis on behalf of KaiNexus

Contractor Name (please print)

COO

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 – Services

KaiNexus SaaS Platform		Annual SaaS Fee
KNX1001	KaiNexus Annual License - Workflows	
	<u>Fixed Annual Fee</u> • SMC Incident Workflow ◦ Incident Reporting and Problem Solving ◦ Compliance Issue Reporting Form ◦ Privacy Incident Reporting Form ◦ Task • BHRS-Specific Incident Workflow ◦ Incident Reporting and Problem Solving ◦ Task • SMMC Safe Workflow ◦ SMMC Safe ◦ Task • LEAP Institute Improvement Charter Template • Chart Template	
KNX1001G	KaiNexus Annual License - Users	
	• Admin: Up to 4 • Pro+: Up to 235 • Pro: Up to 225 • Basic: Up to 2,650	
KNX1008	KaiNexus Badges Module	
	• Custom framework to track badges and reward engagement	
KNX1010	KaiNexus Milestones Module	
	• Customized approvals, phase, and/or project toll-gates	
KNX1012	KaiNexus Compliance Module Add-On for more than 1,000 users	
	• Includes IP Whitelisting, Audit Logs, Password Configuration, Content Restricted Emails • Required for BAA & GDPR Compliance	
KNX1015	Single-Sign On	
	• Utilize SAML 2.0 to integrate identity providers to KaiNexus	
KNX1016	KaiNexus API Access	
	• Access to KaiNexus standard API, includes: ◦ People Update API ◦ Network Update API ◦ Item Update API ◦ Item Export API ◦ Chart Update API ◦ Attribute Value API ◦ Impact Value API	

KNX1018	KaiNexus Branding Module	
	Customize your KaiNexus platform. Allows access to configure: • Custom Organization logos • Menu Colors • Reports Colors • Simple Toolbar Colors • Status Colors • Match Brand Guidelines	
KaiNexus Services		Annual Services Fee
KNX2000	KaiNexus Annual Implementation Services	
	Includes Annual KaiNexus Customer Success Services: • Customer Success & Sustainment Services (Up to 125 Service Hours per year) ◦ Named Customer Success Manager ◦ Monthly Status Calls ◦ Product Update Communication ◦ Adjustments of Existing Workflow Configurations ◦ Strategic Account Support • Access to KaiNexus Training Resources ◦ On-Demand Standard Training Videos	
	◦ Product Coaching Session Webinars • Support Services ◦ Help Desk Ticketing System for all technical questions, troubleshooting, and reporting of bugs and enhancement requests ◦ Knowledge Base of technical documentation	
KaiNexicon User Conference		Annual User Conference Fee
KNX6001	KaiNexicon User Conference Pass	
	• 2 Passes for Annual KaiNexicon User Conference	

Financial Terms		
Annual SaaS Platform Fees		\$141,495
Total Fees Due by December 9, 2025		\$141,495