

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2024, ("Amendment Effective Date"), by and between the COUNTY OF SAN MATEO, hereinafter called "County", and PERFECTSERVE, INC., 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, the parties entered into an Agreement, to provide comprehensive and secure, communications-driven workflow solutions via integrated, cloud-based mobile application, web and telephony software that is accessible to users via the internet and the public switched telephone network ("**PSTN**") and sold as software as a service ("**SaaS**") on February 13, 2021, referred to herein as "Agreement"; and

WHEREAS, the parties amended the Agreement on February 8, 2022, to extend the secure messaging application tool for San Mateo County Health (SMCH) divisions in an amount not to exceed \$240,000 from \$158,000 to \$398,000 by Resolution No. 078704, and extend the term to February 12, 2024; and

WHEREAS, the parties wish to further amend the Agreement to extend the secure messaging application tool one additional year, to February 12, 2025, and increase the not to exceed amount by \$124,000 to \$522,000 to cover the payment for the extended term.

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

1. Section 3, Payments, of the Agreement which has subsequently been amendment is deleted in its entirety and reinstated to read as follows:

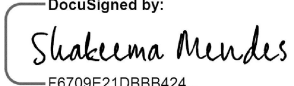
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement, as amended, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. For the period commencing on February 13, 2021 through February 12, 2025, County's fiscal obligation under this Agreement shall not exceed Five Hundred Twenty Two Thousand Dollars (\$522,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess pf the amount owed by the County at the time of contract termination or expiration. Contract is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the [Title of Contract Owner] or their designee and paid within thirty (30) days of receipt of the invoice. Invoices must by sent to:

HS_HIT_AccountsPayable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Section 4, Term, of the Agreement is deleted in its entirety and replaced to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 13, 2021, through February 12, 2025.
3. Exhibit B is hereby replaced with Exhibit B1, (rev.12/2023), attached hereto.
4. **All other terms and conditions of the Agreement dated February 13, 2021 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: PerfectServe Inc.

<div>DocuSigned by:  F6709E21DBBB424...</div>	<div>12/21/2023</div>	<div>Shakeema Mendes</div>
<div>_____ Contractor Signature</div>	<div>_____ Date</div>	<div>_____ Contractor Name (please print)</div>

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit B1 (Rev. Dec 2023)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Item	Year 1-3 * 2/13/2021 2/12/2024	Year 4 * 2/13/2024 2/12/2025	Total
Licensed Software (SmartText-SMC Health Link) Fees	\$398,000	\$124,000	\$522,000

*County has paid Contractor for the Years 1-3 fees.

*Year 4 fees are payable by County to Contractor on the Amendment Effective Date