

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KAINEXUS, 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; and

WHEREAS, the parties entered into an Agreement for the purpose of providing a software-as-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 an amount not to exceed \$316,800; and

WHEREAS, the parties wish to enter into a first amendment to increase the County's total obligation by \$364,680 to an amount not to exceed \$681,480 and extend the term of the term of the Agreement from December 10, 2019 through December 9, 2022, to December 10, 2019 through December 9, 2025.

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

1. Section 3, Payments, of the Agreement is amended to read as follows:

In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$681,480).


2. Section 4, Term, of the Agreement is amended read as follows:

Subject to compliance with all terms and conditions, unless earlier terminated, the term of this Agreement shall be from December 10, 2019 through December 9, 2025.

3. Exhibit B of the Agreement is amended to add the attached Contractor's Fee Schedule, Attachment A, for the period December 10, 2022 to December 9, 2025.
4. **This Amendment is effective upon execution of this Amendment. All other terms and conditions of the Agreement, 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: **KAINEXUS, INC.**

 _____	<u>2022/10/13</u>	<u>Matthew P Paliulis</u>
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

Attachment A – Contractor’s Fee Schedule December 10, 2022 through December 9, 2025

<b>KaiNexus SaaS Platform</b>		<b>Annual SaaS Fee</b>
<b>KNX1001</b>	KaiNexus Annual License	<b>\$91,300</b>
	<p><u>Fixed Annual Fee</u></p> <ul style="list-style-type: none"> <li>Employee-Driven Improvement Use Case                             <ul style="list-style-type: none"> <li>● Configuration, access, and maintenance of Employee-Driven Improvement Use Case</li> </ul> </li> <li>Workflows/Templates                             <ul style="list-style-type: none"> <li>● Incident/Risk of Harm Template</li> <li>● SMME Safe V2 Template</li> <li>● Improvement Charter Template</li> <li>● Standard Task Template</li> <li>● Action Task Template</li> <li>● Chart Template</li> <li>● BHRS Incident Workflows</li> </ul> </li> <li>● Includes access into KaiNexus Core application modules                             <ul style="list-style-type: none"> <li>○ Capture, Implement, Measure, Share</li> <li>○ Boards, Lists, Charts, Reports, Search, and Smart Notifications</li> <li>○ Standard People and Admin functions</li> </ul> </li> <li>● Up to 3,200 Authorized Users                             <ul style="list-style-type: none"> <li>○ 2,650 Access Users</li> <li>○ 300 Participant Users</li> <li>○ 250 Manager Users</li> </ul> </li> </ul>	
<b>KNX1008</b>	KaiNexus Badges Module	<b>Included</b>
	<ul style="list-style-type: none"> <li>● Custom framework to track badges and reward engagement</li> </ul>	
<b>KNX1010</b>	KaiNexus Milestones Module	<b>\$9,130</b>
	<ul style="list-style-type: none"> <li>● Customized approvals, phase, and/or project toll-gates</li> <li>● 10% of SaaS License Fees</li> </ul>	
<b>KNX1011</b>	KaiNexus Advanced ROI Module	<b>\$9,130</b>
	<ul style="list-style-type: none"> <li>● Multiple Currencies</li> <li>● Schedule and Range impact tracking options</li> <li>● Products, Resources, Cycle Time, Takt Time, and Lead Time Impact Types</li> <li>● Investment tracking and ROI Reporting</li> <li>● Forecast and Target tracking</li> <li>● 10% of SaaS License Fees</li> </ul>	
<b>KNX1012</b>	KaiNexus Compliance Module Add-On for more than 1,000 users	<b>\$12,000</b>

	<ul style="list-style-type: none"> <li>Includes IP Whitelisting, Audit Logs, Password Configuration, Content Restricted Emails</li> <li>Required for BAA &amp; GDPR Compliance</li> </ul>	
<b>KNX1015</b>	Single-Sign On	<b>Included</b>
	<ul style="list-style-type: none"> <li>Utilize SAML 2.0 to integrate identity providers to KaiNexus</li> </ul>	
<b>KNX1016</b>	KaiNexus API Access	<b>Included</b>
	<ul style="list-style-type: none"> <li>Access to KaiNexus standard API, includes: <ul style="list-style-type: none"> <li>People Update API</li> <li>Network Update API</li> <li>Item Update API</li> <li>Item Export API</li> <li>Chart Update API</li> </ul> </li> </ul>	
<b>KaiNexus Services</b>		<b>Annual Services Fee</b>
<b>KNX2000</b>	KaiNexus Annual Implementation & Sustainability Services	<b>Included</b>
	<ul style="list-style-type: none"> <li>Includes Annual KaiNexus Customer Success Services Customer Success &amp; Sustainment Services <ul style="list-style-type: none"> <li>Named Customer Success Manager</li> <li>Regular Product Update Communication</li> <li>Monthly Status Calls</li> <li>Template and Board Changes (Does not include new Workflows)</li> <li>Annual Optimization Review</li> <li>Annual Senior Leadership custom KaiNexus fittings</li> <li>Default English Language Configuration</li> </ul> </li> <li>Training Services <ul style="list-style-type: none"> <li>Four (4) Recorded Custom Training Sessions <ul style="list-style-type: none"> <li>Admin User Training</li> <li>Two Frontline User Trainings</li> <li>Reports Training</li> </ul> </li> <li>Access to KaiNexus Training Resources <ul style="list-style-type: none"> <li>On-Demand Training Videos</li> <li>Training Team Office Hours Webinars</li> <li>Product Coaching Session Webinars</li> </ul> </li> </ul> </li> </ul>	
<b>KaiNexus Support</b>		<b>Annual Services Fee</b>
<b>KNX3001</b>	Standard Technical Support	<b>Included</b>
	<ul style="list-style-type: none"> <li>Available via phone at 512-522-3940</li> <li>Available via email at support@kainexus.com</li> </ul>	
<b>KaiNexicon User Conference</b>		<b>Annual User Conference Fee</b>

<b>KNX6001</b>	KaiNexicon User Conference Pass		<b>Included</b>
	<ul style="list-style-type: none"> <li>Pass for Annual KaiNexicon User Conference (x2)</li> </ul>		

<b>Financial Terms</b>		
	Annual SaaS Platform Fees	<b>\$121,560</b>
	Total Fees Due by December 9, 2022	<b>\$121,560</b>
	Total Fees Due by December 9, 2023	<b>\$121,560</b>
	Total Fees Due by December 9, 2024	<b>\$121,560</b>