

**SEVENTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND ZEN HEALTHCARE, IT**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ZEN HEALTH CARE IT, 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 technical and strategic consulting for Health Information Exchange on May 14, 2019 for the term of May 14, 2019 through May 13, 2020, in an amount not to exceed \$98,000; and

WHEREAS, the parties entered into an amendment (Amendment One) on May 5, 2020 to increase the County's total fiscal obligation by \$371,000 to \$469,000 and to extend the term of the agreement to May 13, 2022; and

WHEREAS, the parties entered into an amendment (Amendment Two) on October 29, 2000 to amend payment terms in the Agreement; and

WHEREAS, the parties entered into an amendment (Amendment Three) on April 1, 2021 to increase County's total fiscal obligation by \$25,000 to \$494,000, remove the Year 2 Retainer Payment Provision from the Agreement, amend the Agreement to allow the County's designated staff to approve new Statements of Work as needed to support important new County initiatives, and to add Contractor's Zen Gemini Supplement to improve the delivery of services; and

WHEREAS, the parties entered into an amendment (Amendment Four) on August 3, 2021 to increase the County's total fiscal obligation by \$283,000 to \$777,000; and

WHEREAS, the parties entered into an amendment (Amendment Five) on April 20, 2022 to allow County to request additional services from Contractor and extend the term of the Agreement to end on August 31, 2022; and

WHEREAS, the parties entered into an amendment (Amendment Six) on August 2, 2022 to allow the County to continue services until the selected EHR contract determine requirements for an HIE RFP, increase the County's total fiscal obligation by \$269,747 to an amount not to exceed \$1,046,747, and extend the term of the Agreement from May 14, 2019 through August 31, 2022 to May 14, 2019 through May 31, 2023; and

WHEREAS, the parties wish to enter into a seventh amendment to continue servicing the current HIE licensing and hosting, extending professional services to maintain the current HIE extension of June 30, 2026 until the RFP for the Information Health Exchange (IHE) has been awarded, increasing the County's total fiscal obligation by \$790,071, to an amount not to exceed \$1,836,818 and extending the term of the Agreement from May 14, 2019 through May 31, 2023 to May 14, 2019 through June 30, 2026.

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 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 ONE-MILLION EIGHT HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS (1,836,818). 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.
2. Section 4, Term, of the Agreement is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 14, 2019 through June 30, 2026.
3. Original Exhibit A is hereby replaced with Revised Exhibit A1, (rev. 04/2023), a copy of which is attached hereto and incorporated into the Agreement by this reference.
4. Original Exhibit B is hereby replaced with Revised Exhibit B1, (rev. 04/2023), a copy of which is attached hereto and incorporated into the Agreement by this reference.
5. **All other terms and conditions of the agreement, 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: **ZEN HEALTHCARE IT**

<small>DocuSigned by:</small> <i>James D. Benson</i>	<small>4/20/2023 7:40 AM PDT</small>	<small>James D. Benson</small>
_____ Contractor's Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A1 (Rev. April 2023)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

Proposal for San Mateo

Proposed Scope / Level of Effort for Amendment 7

Introduction

Zen is pleased to provide this proposal for a proposed scope of work to perform under Amendment 7 to our current contract with County of San Mateo.

During our multi-year relationship, Zen and the County of San Mateo have worked together to support and enhance the Mirth HIE platform to ensure it continues to meet the evolving needs of the County of San Mateo healthcare community. As we look to the future, ongoing work is designed to support and continue to optimize the current infrastructure, while also well positioning the County for possible technology changes in the future.

Some of the key factors driving the proposal priorities listed below include:

- Supporting the ongoing need to drive value for San Mateo HIE participants through implementing new connections when needed, and/or designing and implementing new data flows that enhance data acquisition and user experience.
- Continuing to provide Zen valued added services for the San Mateo HIE Stack such as Zen Insight and Gemini + Stargate (Smart Directory / Smart Queries / Dr First Integration), and maintaining already implemented initiatives such as CURES and POLST.
- Continuing to provide ad-hoc SME Services and support for the San Mateo HIE stack as needed during the Agreement Term to as requested by San Mateo authorized staff members. These services might include implementing newly authorized initiatives that arise during the Term, as defined in a specific Statement of Work.

As such, the following is a proposed list of priorities for Amendment 7*:

- Renew Zen Insight Channel Alerting and Monitoring service during the Term
- Renew the Gemini CURES service during the Term
- Renew the Gemini hosted POLST service during the Term

- Renew the Gemini + Stargate Smart Directory / Smart Query Service during the Term
- Provide up to 500 hours of ad-hoc SME Services and support for the San Mateo County HIE stack as needed during the Agreement Term to as requested by San Mateo authorized staff members. The usage of these hours are designed to be flexible and can include any new initiatives specifically authorized by San Mateo staff, as needs evolve during the Term. Also includes any ad hoc requests related to the POLST system.
- Provide up to 700 hours of professional services to continue to execute on Smart Directory / Smart Query workflows to enhance IHE based exchange. These efforts are focused on enhancing data retrieval and data workflows to best meet the needs of the participants. It also provides a vehicle to improve overall performance and portability of these workflows as it reduces dependency on the Mirth stack - and will support future technology upgrades and/or replacement.
- Professional Services related to requests related to modifying existing interfaces or adding new interfaces to enable enhanced connectivity for the HIE, and leveraging the Gemini Platform.

*County may approve the reallocation of professional services hours into another category of as needed to align with evolving needs and priorities.

EXHIBIT B (Rev. April 2023)

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

The County agrees to pay the vendor a total of \$144,079 for 13 months of maintenance fees. Any additional charges or fees beyond this amount require prior written approval by the Division Director. The vendor shall provide written notice to the County of any proposed additional charges, and the County shall have the right to accept or reject such charges at its sole discretion. The vendor shall not commence work on any additional services until written approval has been received from the County.

Service or Initiative Description	# of Hours or months	Professional Services Costs	June 1, 2023- June 30, 2024	July 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	Totals
Zen Insight Channel Alerting & Monitoring Services (Billed monthly during the Amendment Term)	37	\$0	\$19,500	\$18,000	\$18,000	\$55,500
CURES Service Gemini Monthly Fee (Billed monthly during the Amendment Term)	37	\$0	\$16,250	\$15,000	\$15,000	\$46,250
Gemini + Stargate IHE Gateway Monthly Fee (Billed monthly during the Amendment Term)	37	\$0	\$65,000	\$60,000	\$60,000	\$185,000
POLST Hosting Fee (Billed in advanced based on the Amendment Term)	37	\$0	\$43,329	\$39,996	\$39,996	\$123,321

Professional Services - Ad hoc tickets related to the Mirth stack, while it remains in effect. Also includes any ad hoc requests related to the POLST system.	500	\$100,000	NA	NA	NA	\$100,000
Professional Services - Stargate Smart Directory or Smart Queries enhancements. Can include any IHE based enhancements being managed through Stargate.	700	\$140,000	NA	NA	NA	\$140,000
Professional Services related to requests related to modifying existing interfaces or adding new interfaces managed in Gemini Integration Platform.	700	\$140,000	NA	NA	NA	\$140,000
<i>A 50% Retainer applies to Professional Services.</i>						
Overall Proposed Total \$ for Amendment 7:						\$790,071
GREEN - renewal of monthly recurring services						
BLUE - Professional Services (T&M)						
*All MRR and Services calculated through 6/30/26 Term Date						