

**AMENDMENT NUMBER FOUR TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND PICIS CLINICAL SOLUTIONS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Amendment Effective Date”), by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and PICIS CLINICAL SOLUTIONS, INC, hereinafter called “Contractor.”

WITNESSETH:

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 on June 17, 2014, which Agreement was amended on May 17, 2015, April 26, 2016 and August 16, 2016, collectively referred to hereinafter as “Agreement” for Contractor’s Emergency Department Software Products (PulseCheck) and Operating Room Software Products (OR Bundle), and now wish to extend that Agreement by four and one half (4 ½) years.

Now, therefore, it is agreed by the parties to this Amendment Number Four that the Agreement shall be amended as follows:

1. Existing Agreement

Except as set forth in this Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the order of precedence shall be, in decreasing order: this Amendment, Amendment Three, Amendment Two, Amendment One, and then the Agreement.

2. Term and Termination

Section 4 of the Agreement, as amended by Section 3 of Amendment 3 to the Agreement, shall be amended to change the Term end date of June 30, 2018 to December 31, 2022. County shall have the option to extend the Agreement one additional year, to December 31 2023 by giving Contractor written notice to extend no later than April 1, 2022 and executing a corresponding amendment to the Agreement.

3. Fees

The following Annual License and/or Maintenance Fees are effective July 1, 2018 (the Fees prior to July1, 2018 are as described in the Agreement).

PulseCheck Maintenance	\$78,294
HIE Interface	\$263
TouchPoint 2.0 Maintenance	\$788
TouchPoint 2.0 License	\$3,150
Pro Fee Interface	\$1,890
ePrescribing Option	\$13,088
OR Bundle	\$33,011
OR Supply Cabinet	\$5,250
One-Patient Record Interface	\$6,615

Commencing July 1, 2019 Contractor may increase all Annual License and/or Maintenance Fees each July 1, upon thirty (30) days’ notice to County, by the previous calendar year’s percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers (CPI) not to exceed 3%.

4. ePrescribing Option

The County has the option to add to the Agreement ePrescribing services by entering into a mutually agreed upon and executed corresponding amendment to the Agreement on or after July 1, 2018. ePrescribing Fees are \$10,450 for Professional Services and \$13,088 for Annual License Fee, which Annual License Fee may increase each year thereafter by the CPI provisions of the Agreement.

5. Professional Services

As provided for in the Agreement County may request by a Work Order additional professional services from Contractor for such services as training, report writing, and custom programming. For such service related to PulseCheck the amount for such services shall not exceed \$54,000 for the period of July 1, 2018 through December 31, 2022. For such service related to the OR Bundle the amount for such services shall not exceed \$105,000 for the period of July 1, 2018 through December 31, 2022. The total not to exceed amount of professional services pursuant to this Agreement is \$159,000. Should the County expend its funds allocated to professional services set forth in this Section 5 before December 31, 2022, and require additional professional services from Contractor, Contractor will submit a quotation to the County for the County's consideration and written approval prior to any professional services being performed by the Contractor.

Contractor's hourly rate for professional services rendered pursuant to this Section 5, including but not limited to, training, consulting services and professional services, effective July 1, 2018 through June 30, 2019 is \$225.00, which hourly rate is subject to increase at Contractor's discretion on an annual basis each July 1st thereafter.

6. County's Fiscal Obligation

For the period of July 1, 2014 through June 30, 2018 there is no change to the County's fiscal obligation under this Agreement. The maximum amount for that period remains \$1,599,668. In no event shall County's fiscal obligation under the Agreement for Contractor's licenses, services and maintenance as described in the Agreement for the period of July 1, 2018 through December 31, 2022 exceed \$845,000.

7. General

This Amendment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. As amended the Agreement 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:

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

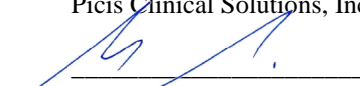
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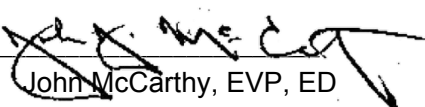
ATTEST:


By: \_\_\_\_\_

Clerk of Said Board

Picis Clinical Solutions, Inc.

  
Steve Hammond, Sr. EVP  
Contractor's Signature

  
John McCarthy, EVP, ED

  
Marcus Perez, EVP, HAS

Date: February 16, 2018