

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

THIS AMENDMENT TO THE AGREEMENT, is entered into this ____ day of _____, 2022 (“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; and

WHEREAS, the parties entered into a License and Services Agreement on December 6, 2005 (“2005 Agreement”) and subsequently the parties entered into an Agreement on June 17, 2014 (“2014 Agreement”), which replaced and superseded the Maintenance Services set forth in the 2005 Agreement; and

WHEREAS, the 2014 Agreement has been amended eleven times (March 17, 2015, April 26, 2016, August 18, 2016, June 5, 2018, May 2, 2019, January 28, 2020, August 10, 2020, August 12, 2020, March 12, 2021, June 8, 2021, and January 7, 2022), collectively referred to hereinafter as “Agreement,” for Contractor’s Emergency Department Software Products (PulseCheck), and Operating Room Software Products (OR Bundle); and

WHEREAS, the parties wish to amend the Agreement to extend the Term of the Agreement by three years and to increase the County’s total fiscal obligation by \$725,000.

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

1. Section 3, Payments, of the Agreement is deleted in its entirety and replaced to read as follows:

In consideration of the services by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County’s total fiscal obligation under this Agreement for the entire term is \$3,284,668 from July 1, 2014 through December 31, 2025. The County’s total fiscal obligation under this Agreement for the period of July 1, 2018 through December 31, 2025 is increased by \$725,000 for a new total of \$1,685,000.

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 the Agreement shall be from July 1, 2014 through December 31, 2025, unless terminated earlier in accordance with the terms of the Agreement.

3. Exhibit B is hereby amended by adding the following fee schedule for the Contractor's Software Products effective for the period of 1/1/2023 to 6/30/2024:

Picis Software Products Fee Schedule		1/1/2023 to 6/30/2023 *	7/1/2023 to 6/30/2024 **
PulseCheck	PulseCheck Maintenance	\$44,737	\$89,474
PulseCheck	TouchPoint 2.0 Maintenance	\$450	\$900
PulseCheck	TouchPoint 2.0 License	\$1800	\$3,600
PulseCheck	ProFee Billing	\$1080	\$2,160
PulseCheck	HIE Interface	\$150	\$300
PulseCheck	Emergency Dept Information Exchange	\$1241	\$2,482
PulseCheck	ePrescribing Controlled Substances	\$12,424	\$24,848
PulseCheck	Emergency Medical Services Interface	\$1,209	\$2,418
PulseCheck	Vaccination Interface	\$1,179	\$2,358
PulseCheck	Pharmacy HL7 Interface 2.0	\$983	\$1,966
PulseCheck	Acceptable Use Criteria	\$13,648	\$27,296
PulseCheck	Grand Total PulseCheck	\$78,901	\$157,802
Operating Room	OR Bundle	\$18,862	\$37,724
Operating Room	OR Supply Cabinet	\$3,000	\$6,000
Operating Room	Remote Technical Infrastructure Service	\$3,780	\$7,560
Operating Room	Total OR	\$25,642	\$51,284
Picis	Grand Total	\$104,543	\$209,086
PulseCheck	Injections & Infusions	Monthly ***	Monthly ***
	Per Encounter	\$2.50	\$2.50

*Payable 1/1/2023

**Payable 7/1/2023

***Payable Monthly - Not to exceed \$26,000 in a County fiscal year


The CPI provisions of the Agreement do not apply to the above fees from 1/1/2023 to 6/30/2024. Effective July 1, 2024 Contractor may increase the above fees (except for Injections & Infusions) each July 1, upon thirty (30) days' notice, 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 4%.

4. Correction. The parties agree that the correct Amendment Effective Date for prior Amendment 11, to be applied retroactively, is the 7th day of January 2022, and not the 7th day of January 2021.

5. All other provisions, terms and conditions of the Agreement between the County and Contractor, as amended, shall remain in full force and effect and are applicable to the services provided under this amendment, except as expressly set forth herein.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, have affixed their respective signatures.

For Contractor: PICIS CLINICAL SOLUTIONS, INC.

DocuSigned by:		
	10/7/2022	Stephanie Sames EVP
<small>C67B5E4C4BE64D9...</small>		
_____ Contractor 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