

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SIEMENS MEDICAL SOLUTIONS USA, INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____ 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County", and SIEMENS MEDICAL SOLUTIONS USA, 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 an Agreement on January 23, 2018, by County Board of Supervisors Resolution 075680, to maintain and upgrade Contractor's Radiology Information System (RIS) also known as syngo Workflow, at the San Mateo Medical Center (SMMC); and

WHEREAS, the parties wish to extend the Term of the Agreement by one (1) year, from December 31, 2023 to December 31, 2024 with an option to extend the Agreement one (1) additional year, to December 31, 2025.

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

1. Section 6 of the Agreement is hereby deleted in its entirety and replaced as follows:

6. Payments

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. The County's total fiscal obligation of five hundred five thousand dollars (\$505,000) under the Agreement, is hereby increased by forty six thousand (\$46,000) for a new total fiscal obligation of five hundred fifty one thousand dollars (\$551,000). In the event that the County makes any advance payment, 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 7 of the Agreement is hereby deleted in its entirety and replaced as follows:

7. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the February 1, 2018 through December 31, 2024.

3. The County has the option to extend the Agreement one (1) additional year, to December 31, 2025, at the then current rates by approving a corresponding amendment to the Agreement at

least 90 days prior to the end of the then current Term. Should the County exercise this option the County's total fiscal obligation under the Agreement shall be increased by forty six thousand dollars (\$46,000) for a new total fiscal obligation of five hundred ninety seven thousand dollars (\$597,000).

4. Exhibit B is amended to include the following Contractor's fee schedule effective January 1, 2024:

Fee Schedule	Monthly
Customization	
(Powerscribe) Support	\$342.68
License/Support	\$2,398.96
	Annual
BEA Message Q*	\$3,059.45

*Third party software

5. Exhibit B of the Agreement is amended to add that Contractor's hourly rate for Additional Services as described in Exhibit A Section 10 of the Agreement as of the Amendment Effective Date is \$255.00 through the Term of the Agreement.

6. All other terms and conditions of the Agreement dated January 23, 2018, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, and in agreement with this Agreement's terms set forth herein, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: SIEMENS MEDICAL SOLUTIONS USA, INC.

<u>James Chung</u>	<u>3/22/23</u>	<u>James Chung</u>
Contractor Signature	Date	Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board