

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

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____ 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County", and PERFECTSERVE, 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;

WHEREAS, the parties entered into an Agreement, to provide comprehensive and secure, communications-driven workflow solutions via integrated, cloud-based mobile application, web and telephony software that is accessible to users via the internet and the public switched telephone network ("PSTN") and sold as software as a service ("SaaS") on February 13, 2021, referred to herein as "Agreement"; and

WHEREAS, the parties wish to amend the Agreement to extend the term from February 13, 2021 through February 12, 2022 to February 12, 2024 and increase the not to exceed amount by \$240,000 from \$158,000 to \$398,000 to cover the payment for the extended term.

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

1. Section 1, Exhibits and Attachments, of the Agreement is amended to read as follows:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B1 (rev. Jan. 2022) —Payments and Rates
Attachment H—HIPAA Business Associate Requirements
Attachment J – Vendor/Contractor Access Policy

2. Section 3, Payments, of the Agreement is deleted in its entirety and replaced 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. In no event shall County's total fiscal obligation under this Agreement exceed Three Hundred Ninety-Eight Thousand Dollars (\$398,000). 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. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Health Chief Information Officer or designee and paid within thirty (30) days of receipt of the invoice. Invoices must be sent to:

HS_HIT_AccountsPayable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

- 3. 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 this Agreement shall be from February 13, 2021 through February 12, 2024.
- 4. Exhibit B is hereby replaced with Exhibit B1 attached hereto.
- 5. **All other terms and conditions of the Agreement dated February 13, 2021 between County and Contractor, except as expressly amended herein, 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: PerfectServe Inc.

DocuSigned by: <i>Cooper Gallimore</i>	1/5/2022	Cooper Gallimore
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

Exhibit B1 (Rev. Jan 2022)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Item	Year 1	Year 2	Year 3	Total
	2/13/2021 2/12/2022	2/13/2022 2/12/2023	2/13/2023 2/12/2024	
Licensed Software (SmartText-SMC Health Link) Fees	\$158,000	\$120,000	\$120,000	\$398,000

Yearly fees are payable annually by County within 30 days of the initial Agreement Effective Date and on the anniversary date thereafter.

In the event that the County should choose to add the "Communications Hub" offering as indicated in the Agreement, such Communications Hub offering is available for an additional Incremental Fee of \$96,000.00 annually through a corresponding amendment to the Agreement.