

**AMENDMENT NO. 2. TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DIAMETER HEALTH, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DIAMETER HEALTH, 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, by County Board of Supervisors Resolution 076831, for the purpose of utilizing Contractor's software products in order to enhance healthcare data quality in the County's Connect Care Health Information Exchange (HIE) and report on the quality-of-care metrics within the HIE, on July 23, 2019 for an amount not to exceed (NTE) \$591,000 for a three-year term from August 1, 2019 through July 31, 2022.

WHEREAS, the parties amended the Agreement as follows:

On November 3, 2020, the parties amended the Agreement (Amendment No. 1e) to add Contractor's Quality and Subscribe products for a one-year subscription with no change to the NTE; and

WHEREAS, the parties wish to amend the Agreement to extend the term to the Contractor's HIE services by one-year from August 1, 2019 through July 31, 2022 to August 1, 2019 through July 31, 2023 and increase the NTE by \$152,600 from \$591,000 to \$743,600.

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 Seven Hundred Forty-Three Thousand Six Hundred Dollars (\$743,600). 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.

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 August 1, 2019 through July 31, 2023.

3. Section 3, Licensing and Service Costs , of Exhibit B of the Agreement is amended to read as follows:

Annual Payments

Item	Year 1 8/1/2019 - 7/31/2020	Year 2 8/1/2020 - 7/31/2021	Year 3 8/1/2021 - 7/31/2022	Year 4 8/1/2022 - 7/31/2023
Hosting - Small	\$30,000	\$30,000	\$30,000	\$35,000
Analyze Software	\$32,000	\$32,000	\$32,000	\$33,600
Fusion Software	\$80,000	\$80,000	\$80,000	\$84,000
Implementation	\$20,000			
HL7 Mapping	\$20,000			
Total	\$182,000	\$142,000	\$142,000	\$152,600

The above fees are based on a maximum 750,000 Master Patient Index records stored in the County's Connect Care HIE. Annual Payments for Year 1 shall be due within 30 days of the Amendment Effective Date and annually thereafter.

4. Section 4, Contingency, of Exhibit B of the Agreement is deleted in its entirety.
5. Section 5, Annual Payments, of Exhibit B of the Agreement is deleted in its entirety.
6. Section 24, Notices, of the Agreement is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Chief Information Officer,
San Mateo County Health
225 37th Ave., 3rd Floor
San Mateo, CA 94403
628-239-0695

In the case of Contractor, to:

Title: Shelly Daniels
Address: 10 Executive Drive, Farmington, CT 06032
Telephone: 262.501.4141
Email: sdaniles@diameterhealth.com

7. 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 amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **DIAMETER HEALTH, INC.**

Shelly Daniels
Contractor Signature

5/31/2022
Date

Shelly Daniels
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board