

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ZEN HEALTHCARE IT**

THIS AMENDMENT TO THE AGREEMENT, is entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ZEN HEALTHCARE IT, 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 for the purpose of providing technical and strategic consulting for Health Information Exchange on May 14, 2019 for the term of May 14, 2019 through May 13, 2020, in an amount not to exceed \$98,000; and

WHEREAS, the parties entered into an amendment (Amendment One) on May 5, 2020 to increase the County's total fiscal obligation by \$371,000 to \$469,000 and to extend the term of the agreement to May 13, 2022; and

WHEREAS, the parties entered into an amendment (Amendment Two) on October 29, 2000 to amend payment terms in the Agreement; and

WHEREAS, the parties entered into an amendment (Amendment Three) on April 1, 2021 to increase County's total fiscal obligation by \$25,000 to \$494,000, remove the Year 2 Retainer Payment Provision from the Agreement, amend the Agreement to allow the County's designated staff to approve new Statements of Work as needed to support important new County initiatives, and to add Contractor's Zen Gemini Supplement to improve the delivery of services; and

WHEREAS, the parties entered into an amendment (Amendment Four) on August 3, 2021 to increase the County's total fiscal obligation by \$283,000 to \$777,000; and

WHEREAS, the parties entered into an amendment (Amendment Five) on April 20, 2022 to allow County to request additional services from Contractor and extend the term of the Agreement to end on August 31, 2022; and

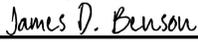
WHEREAS, the parties wish to enter into a sixth amendment to increase the County's total fiscal obligation by \$269,747, to an amount not to exceed \$1,046,747 and extend the term of the Agreement from May 14, 2019 through August 31, 2022 to May 14, 2019 through May 31, 2023.

NOW, THEREFORE, IT IS HEREBY AGEED 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 ONE-MILLION FORTY-SIX THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS (\$1,046,747). 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.
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 May 14, 2019 through May 31, 2023.
3. Original Exhibit A is hereby replaced with Revised Exhibit A1, (rev. 6/22/22), a copy of which is attached hereto and incorporated into the Agreement by this reference.
4. Original Exhibit B is hereby replaced with Revised Exhibit B1, (rev. 6/22/22), a copy of which is attached hereto and incorporated into the Agreement by this reference.
5. **All other terms and conditions of the Agreement, as previously amended, between 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: **ZEN HEALTHCARE IT**

<small>DocuSigned by:</small>  <small>FB8E6933B6114F8...</small>	<u>6/27/2022 1:53 PM PDT</u>	<u>James D. Benson</u>
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 A1 (Rev. June 2022)

Proposal for San Mateo

Proposed Scope / Level of Effort for Amendment 6

Introduction

Zen is pleased to provide this proposal for a proposed scope of work to perform under Amendment 6 to our current contract with County of San Mateo.

During our multi-year relationship, Zen and the County of San Mateo have worked together to support and enhance the Mirth HIE platform to ensure it continues to meet the evolving needs of the County of San Mateo healthcare community. As we look to the future, ongoing work is designed to support and continue to optimize the current infrastructure, while also well positioning the County for possible technology changes in the future.

Some of the key factors driving the proposal priorities listed below include:

- Supporting the ongoing need to drive value for San Mateo HIE participants through implementing new connections when needed, and/or designing and implementing new data flows that enhance data acquisition and user experience.
- Continuing to provide Zen valued added services for the Mirth HIE Stack such as Zen Insight and Gemini + Stargate (Smart Directory / Smart Queries / Dr First Integration), and maintaining already implemented initiatives such as CURES and POLST.
- Continuing to provide ad-hoc SME Services and support for the Mirth HIE stack as needed during the Agreement Term to as requested by San Mateo authorized staff members. These services might include implementing newly authorized initiatives that arise during the Term, as defined in a specific Statement of Work.

As such, the following is a proposed list of priorities for Amendment 5:

- Renew Zen Insight Channel Alerting and Monitoring service during the Term
- Renew the Gemini CURES service during the Term
- Renew the Gemini hosted POLST service during the Term
- Renew the Gemini + Stargate Smart Directory / Smart Query Service during the Term
- Provide up to 500 hours of ad-hoc SME Services and support for the Mirth HIE stack as needed during the Agreement Term to as requested by San Mateo authorized staff members. The usage of these hours are designed to be flexible and can include any new initiatives specifically authorized by San Mateo staff, as needs evolve during the Term.

- Provide up to 200 hours of professional services to continue to execute on Smart Directory / Smart Query workflows to enhance IHE based exchange. These efforts are focused on enhancing data retrieval and data workflows to best meet the needs of the participants. It also provides a vehicle to improve overall performance and portability of these workflows as it reduces dependency on the Mirth stack.
- Provide up to 150 hours of professional services to enhance CURES or POLST initiatives, through implementing new integrations or enhancing the user experience. For example, adding support for the CURES “patient pick list” or new CA CURES Delegate option would enhance user experience.

EXHIBIT B1 (Rev. June 2022)

PAYMENTS AND RATES

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:

Service or Initiative Description	# of Hours or months	Professional Services Costs	Gemini Recurring Fees through May 2023	Totals
Zen Insight Channel Alerting & Monitoring Services (9 mo. renewal)	9	\$0	\$13,500	\$13,500
CURES Service Gemini Monthly Fee (9 mo. renewal)	9	\$0	\$11,250	\$11,250
Gemini + Stargate IHE Gateway Monthly Fee (9 mo. renewal to support Smart Directory / Smart Queries)	9	\$0	\$45,000	\$45,000
POLST Service Monthly Fee (9 mo. renewal)	9	\$0	\$29,997	\$29,997
Professional Services - Ad Hoc Tickets & Requests - Designed to support initiatives and needs as they arise, and to provide SME Services for the Mirth Stack.	500	\$100,000	NA	\$100,000
Professional Services - Stargate Smart Directory or Smart Queries enhancements. Can include any IHE based enhancements being managed through Stargate. We are getting requests related to improving eHealth connections.	200	\$40,000	\$0	\$40,000
Professional Services to enhance or create additional integrations for CURES or POLST.	150	\$30,000	\$0	\$30,000
Overall Proposed Total \$ for Amendment 6:				\$269,747
GREEN - renewal of monthly recurring services BLUE - Professional Services (T&M)				