

THIRTEENTH 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 _____, 2023 ("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and subsequently the parties entered into an Agreement on June 17, 2014 ("2014 Agreement"), which replaced and superseded the Maintenance Services set forth in the 2005 Agreement, which 2014 Agreement has been amended twelve times (March 17, 2015, April 26, 2016, August 18, 2016,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, January 7, 2022 and December 13, 2022), collectively referred to hereinafter as the "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 add Contractor's application support services and to increase the County's total fiscal obligation by \$505,000.

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 period of July 1, 2014, through December 31, 2025, is increased by \$505,000 for a new total of \$3,789,668.

2. Exhibit A is hereby amended by adding the PulseCheck Statement of Work and ORM/Smartrack Statement of Work, Attachment A of this amendment.

3. Exhibit B is hereby amended by adding the following payment terms:

Monthly Fees – The Monthly Fees for Contractor's services as described in Attachment A of this amendment are \$15,000 for PulseCheck and \$7,500 for ORM/Smartrack payable 12 months in advance (\$180,000 PulseCheck and \$90,000 ORM/Smartrack) upon the

Amendment Effective Date. Thereafter, County shall pay Contractor on a month to-month basis at the same Monthly Fee. After the initial 12-month period County may terminate PulseCheck and/or ORM/SmartTrack services by giving Contractor a 60-day written notice of termination.

4. 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: <i>Santina Allen</i>	9/20/2023	Santina Allen
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Attachment A Statement of Work

OR Manager and Smartrack

San Mateo Medical Center has requested Picis application support for the OR Manager and Smartrack. The SOW summary below outlines the intended scope of work and application coverage Picis resources will commit to.

SOW Summary:

Picis will provide system administrator coverage for the period covered in this amendment.

Services provided will include the following:

- Provide Level 1 end-user application and interface support by a dedicated Picis resource. The resource will be accessible by phone/email/help desk.
- Crystal report minor modifications and adjustments can be made to existing Crystal reports. These changes will be made by a Picis resource.
- Own and maintain the Picis active issues/service requests list in the Picis CRM as well as within the county ticketing system ServiceNow. Provide regular updates to required staff on ticket resolution.
- Application support:
Is to be provided between the hours of M-F, PST 8:00A – 5:00P, *excluding the US Holidays listed below:*
 - For CY 2023
 - Labor Day – Mon, Sept 4, 2023
 - Thanksgiving Day – Thursday, November 23, 2023
 - Day After Thanksgiving Day Friday, November 24, 2023
 - Christmas Eve Day – Friday, December 22, 2023
 - Christmas Day – Monday, December 25, 2023
 - For CY 2024
Actual 2024 holiday dates TBD based on forthcoming Picis holiday schedule
 - New Year's Day
 - Memorial Day
 - Independence Day
- During all holidays, customer shall call after hours support for critical issues only. On Holidays Picis resources will not monitor ServiceNow.
 - Monitor Picis interfaces remotely.
 - Modify Booking and Case Record Forms per request.
 - Add users to Security Manager and assign users to appropriate groups in Security Manager.
 - Picis will be first point of contact when a Case record needs to be unlocked in OR Manager.
 - Provide System Administrator training, System Maintenance training to client resources as requested.

- All remote access will be by IPSec tunnel to connect to County resources. Implementation will be completed by October 31, 2023. Only County pre-authorized tools may be used in accessing County resources. Vendor must notify County immediately when their employee's status has been terminated.

Assumptions:

All components of this SOW are based upon the following assumptions. If the Customer is unable to comply with these assumptions, then Picis reserves the right to restructure the services described within this SOW to accommodate a mutually agreed upon revised service and adjust the Professional / Implementation Services Fee accordingly.

- Coverage will be during normal business hours Monday-Friday 8am-5pm PST. After-hours support will be provided through the Picis support line by calling the Picis support after-hours support line (Phone number 781-557-3000). The Picis representative will be trained to handle any issues that may arise and will assist during that timeframe.
- San Mateo must provide training, remote access, setup, instruction and support documentation on the ServiceNow County Ticketing System. Access must be provided for two resources to ensure there is proper backup in the event a resource is unavailable.
- The Customer will provide Picis resources credentialing and access to any applications identified that are required for purposes of conducting requested tasks.
- The Picis resource will keep track of issues and maintain the Picis CRM ticketing system.
- Picis will assign a primary resource for point of contact and communicate back up resource when appropriate. This resource will not exceed 20 hours of work time for San Mateo per week.
- Work may be performed by any available Picis resource.
- The Customer will establish process for triaging Picis related service requests to determine internal or external assignment, formalize and distribute communication plan that outlines this process along with appropriate resource contact information.
- Picis resource will work remotely
- Any expenses incurred for travel required by the Customer will be the responsibility of the Customer under Harris Travel and Expense Policy
- The Customer agrees to use the Picis on-line issue management system to communicate all issues, questions, and requests as the primary means of reporting issues, receiving updates, and managing an issue list post implementation.

Out of Scope

Any deliverables or services not listed in this SOW, the Agreement and applicable Supplement are considered out of scope for this SOW and will require mutual agreement through a Change Order in order to be included in the timeline or affect the agreed upon project plan.

Statement of Work

PulseCheck

San Mateo Emergency Department has requested ED application support for the PulseCheck ED Emergency Department Information System. The SOW summary below outlines the intended scope of work and application coverage PulseCheck ED resources will commit to.

SOW Summary

Picis ED PulseCheck will provide system administrator coverage for the period of time covered by this amendment.

Service provided will include the following:

- Provide Level 1 end user application and interface support.
 - Vendor Resource from Picis PulseCheck should provide a dedicated IT analyst that can work directly with ED users using the county ticketing system ServiceNow. *Please see "Assumptions" section below*
 - Application support:
Is to be provided between the hours of M-F, PST 8:00A – 5:00P, *excluding the US Holidays listed below:*
 - For CY 2023
 - Labor Day – Mon, Sept 4, 2023
 - Thanksgiving Day – Thursday, November 23, 2023
 - Day After Thanksgiving Day Friday, November 24, 2023
 - Christmas Eve Day – Friday, December 22, 2023
 - Christmas Day – Monday, December 25, 2023
 - For CY 2024
Actual 2024 holiday dates TBD based on forthcoming PulseCheck holiday schedule
 - New Year's Day
 - Memorial Day
 - Independence Day
- During all holidays, customer shall call after hours support for critical issues only. On Holidays Picis resources will not monitor ServiceNow.
- Analysis of reports being generated by PulseCheck data.
 - User access support for passwords/lock outs.
 - After hours user support for access/lockouts will be handled by Picis standard after hours on call staff.
 - If an Active Directory account is required for user creation, San Mateo IT must provide appropriate network credentials and access.
 - Own and maintain the ED PulseCheck active issues/service requests list. Provide regular updates to ED staff and IT staff on ticket resolution.
 - Chart review and validation of clinical documentation issues reported by end users.
 - Support service pack upgrades. Coordinate and participate in service pack load, configuration, and testing in test and production environments.
 - Run security audit reports upon request by risk management or clinical leadership

- Coordinate any Drug Database upgrade if new update becomes available, including removal/replacement of obsolete medications
- Templates – create new and modify existing templates based on detailed requirements and approval by Clinical and IT Leadership
- Modification to existing templates via template builder
- Assist in creation of new users added as ordering only providers and/or converting ordering only accounts into full user accounts.
- Configuration of new Orders/Order Sets based on clearly defined requirements and approval of IT Leadership
- Attend IT/ED Meetings, remotely, as requested
- Provide System Administrator training, System Maintenance training to client resources as requested
- Provide application support and manage communications related to all third party components such as eRx, DCI, InterSystems

Assumptions

All components of this SOW are based upon the following assumptions. If the Customer is unable to comply with these assumptions, then ED PulseCheck reserves the right to restructure the services described within this SOW to accommodate a mutually agreed upon revised service and adjust the Professional / Implementation Services Fee accordingly.

- Coverage will be during normal business hours Monday-Friday 8am-5pm PST. After hours support will be provided through the regular after hours PulseCheck support line.
- Picis PulseCheck resources will use the **ServiceNow** ticketing system to enter user service requests and to track activities and updates accordingly.
- San Mateo must provide training, remote access, set up, instruction and support documentation on the **ServiceNow** County Ticketing System. Access must be provided for two resources to ensure there is proper back-up in the event a resource is unavailable.
- Client will provide PulseCheck resources credentialing and access to any applications identified that are required for purposes of conducting requested tasks
- PulseCheck will assign a primary resource for point of contact and communicate back up resource when appropriate.
- PulseCheck will work directly with the users to provide updates on tickets that have been entered either via email or phone call.
- Work may be performed by any available PulseCheck resource
- Any **major application changes** require written approval from Clinical Leadership and IT prior to implementation in Production. Customer must define what shall be considered "major" in advance.
- Client will establish process for triaging PulseCheck related service requests to determine internal or external assignment, formalize and distribute communication plan that outlines this process along with appropriate resource contact information
- New users and accounts are to be ID verified by San Mateo IT security prior to creation.
- PulseCheck resource will work remotely
- Any expenses incurred for travel required by client will be the responsibility of the client under Harris Travel and Expense Policy

Out of Scope

Any deliverables or services not listed in this SOW, the Agreement and applicable

Supplement are considered out of scope for this SOW and will require mutual agreement through a Change Order in order to be included in the timeline or affect the agreed upon project plan.