

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MEDIWARE INFORMATION SYSTEMS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mediware Information Systems, 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 for the purpose of providing San Mateo Medical Center (SMMC) with a blood bank information system, by Resolution 067500, on August 16, 2005 ("Agreement"); and

WHEREAS, on September 16, 2008, the parties amended the Agreement to extend the term by three years to August 31, 2011, and increase the maximum amount by \$100,000 to a new amount not to exceed \$331,429.00; and

WHEREAS, for the period between September 1, 2011 through August 31, 2015, County purchased support and maintenances services from Contractor through purchase orders in the amount of \$103,857.65 to extend the provision of services through August 31, 2015; and

WHEREAS, the parties wish to amend the Agreement to extend services through August 31, 2017 and increase the amount by \$62,000 to a new maximum amount not to exceed \$393,429.00.

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

1. Section 3, Payments, of the Agreement is amended in its entirety to read as follows:

3. Payments

In consideration of the Goods and Services provided 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'. In no event shall the County's total fiscal obligation for the Goods and Services as defined under this Agreement exceed THREE HUNDRED NINETY THREE THOUSAND FOUR HUNDRED TWENTY NINE DOLLARS (\$393,429). To the

extent County requires any changes to the Goods or the Services specified on Exhibit A, such as changes affecting the number of licenses to the Licensed Software, changes to the scope or schedule of Services as defined in the Implementation Workplan set forth in such Exhibit, including a change to the parties' respective roles and responsibilities, changes to configuration of or the amount of Hardware, or any other changes from the assumptions and agreements set forth in this Agreement, the amount of Fees will increase in accordance therewith.

2. The first paragraph of Section 4, Term and Termination, 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 September 1, 2015 through August 31, 2017.

3. **All other terms and conditions of the Agreement, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MEDIWARE INFORMATION SYSTEMS, INC.



Contractor's Signature

Date: 3.17.2016