

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ORGANIZATIONAL INTELLIGENCE, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Organizational Intelligence, 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 software maintenance services on November 1, 2014; and

WHEREAS, the parties wish to amend the Agreement to extend software maintenance services to all divisions of the San Mateo County Health System (SMCHS) and add services to implement the Organizational Intelligence (OI) software for all the divisions of the SMCHS.

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

1. Section 1 paragraph 5 of the agreement is amended to read as follows:

**Contract Dollar Amount**

In no event shall total payment for services under this Agreement exceed three hundred thirteen thousand and five hundred dollars (\$313,500.00).

2. Section 33 is added to the agreement to read as follows:

OI will deliver the following services as part of the implementation of the OI software for all the divisions of the SMCHS:

Install a new instance of OI software on existing servers that are used for San Mateo Medical Center's instance of OI Software. This instance shall include new software licenses for OI Administration, Financial, Labor, and Consolidation/Rollup Modules.

OI shall create a new workflow to enter and report upon post-closing accruals.

3. Section 34 is added to the agreement to read as follows:

The new system components resulting from services specified in Section 33 will begin receiving software maintenance services after the completed system has been tested, approved, and signed as accepted by SMCHS Chief Financial Officer (CFO).

The software maintenance service year for the new components will be November 1<sup>st</sup> to October 31<sup>st</sup> to coincide with the existing service year as specified in Exhibit A.

Software maintenance services for the new components will be covered under this agreement until October 31, 2017 to coincide with the original contract end date.

4. Section 35 is added to the agreement to read as follows:

**35.1 Definition.** As used herein, "Disentanglement" means the orderly and expeditious transfer to SMCHS, or one or more third parties, of any data created and maintained within OI software by SMCHS representatives ("Data").

**35.2 Transfer of Data.** Prior to the termination, for any reason, of this Agreement OI shall:

- (a) cooperate fully and promptly with SMCHS in effecting the orderly and expeditious transfer of the Data to SMCHS; and
- (b) perform such additional services or provide such additional information and documentation as may be reasonably requested in writing by SMCHS in connection with the orderly and expeditious transfer of the Data to SMCHS (collectively, "Disentanglement Assistance Services").

The Disentanglement Assistance Services shall be provided upon SMCHS's written request for up to sixty (60) days prior and sixty (60) days following, the effective date of the expiration or termination of Services ("Disentanglement Assistance Period"). Without limiting the generality of the foregoing, during the Disentanglement Assistance Period, OI promises and agrees to provide reasonable cooperation and assistance, and to cause each of its contractors and subcontractors to provide reasonable cooperation and assistance, so as to ensure that SMCHS will not experience any material interruption or material reduction whatsoever in the quality of the Data to be provided hereunder and that any transition of the Data will cause the least amount of disruption possible.

**35.3 Payment for Disentanglement.** If the Disentanglement occurs because of termination caused by or initiated by SMCHS, SMCHS agrees to reimburse OI for reasonable costs and expenses it incurs in providing assistance to SMCHS for up to sixty (60) days as agreed to in writing between the parties beforehand.

5. Section III EMPLOYEE JURY SERVICE on page 7 of the agreement is amended as follows:

The sub-selection under selection c "Contractor is exempt from this requirement because

(check all that apply):” should be changed from “The contract is for \$100,000 or less” to “Contractor has no employees who live in San Mateo County.”

6. Original Exhibit A is replaced with Revised Exhibit A, (rev. 03/17/2015).

#### Exhibit A

#### SECTION 1: SOFTWARE MAINTENANCE FEES FOR SAN MATEO MEDICAL CENTER INSTANCE:

The Software Maintenance Fee, during the Initial Term, for the license configuration of OI modules as follows: Financial Performance Reporting & Monitoring, Labor Productivity & Reporting, Operational Planning & Budgeting, shall be twenty-three thousand four hundred eighty-five dollars (\$23,485.00) payable for the term beginning November 1, 2014. Also Included In this agreement is a contingency fund of \$20,000 for report modifications that may be required that are beyond the scope of this agreement.

Year two (November 1, 2015 to October 31, 2016) fee will not exceed \$23,954.17

Year three (November 1, 2016 to October 31, 2017) fee will not exceed \$24,433.25

All fees are in US Dollars and exclude taxes.

#### SECTION 2: IMPLEMENTATION OF OI SOFTWARE FOR SMCHS

In consideration of the payments set forth in Exhibit B, OI shall deliver the following Licenses and services:

- System Administration license, installation, and configuration
- Financial Performance Reporting & Monitoring license, installation, and configuration
- Labor Productivity & Reporting license, installation, and configuration
- Consolidated Reporting & Analysis license, installation, and configuration
- Custom programming for Post-closing accrual entry and reporting:
  - Manual accruals entered at the sub-account level into OI directly by division managers and or finance.
  - Manual accruals to be added to imported data and totaled.
  - Manual entries to provide for a description and track user, date, time, amount from/to.
  - User-security to manage access to this functionality
  - New report with separate column for manual entries

All Licenses mention herein are for an unlimited number of SMCHS users.



7. Exhibit B is added to the agreement to read as follows:

Exhibit B

In consideration of the services and licenses provided by OI, LLC as set forth in Exhibit A Section 2 and subject to the terms of the Agreement, County shall pay OI based on the following fee schedule and terms:

SOFTWARE LICENSE AND INSTALLATION FEES:

OI shall invoice SMCHS when the milestones listed below have been reached. County shall pay with a term of Net 30 provided project manager and sponsor have signed off that the milestones have been completed, tested, approved, and accepted.

<u>Milestone</u>	<u>Targeted Date</u>	<u>% of License and Installation Fees</u>	<u>Dollar Amount</u>
Project kickoff meeting complete and the project plan and WBS have been accepted by SMCHS CFO, SMCHS PM, and OI.	08/03/15	10%	\$15,250.00
Installation of new instance of OI software onto existing server is complete.	08/17/15	10%	\$15,250.00
Initial data load completed.	09/25/15	30%	\$45,750.00
Financials module configuration is complete.	09/28/15	10%	\$15,250.00
Labor module configuration is complete.	10/05/15	15%	\$22,875.00
Post Accrual Entry and Reporting configuration is complete.	10/12/15	10%	\$15,250.00
Super user training delivered.	10/19/15	5%	\$7,625.00
Project wrap up complete and software working as expected in production.	10/31/15	10%	\$15,250.00
<b>Total</b>			\$152,500.00

SOFTWARE MAINTENANCE FEES:

The service year for components described in Exhibit A Section 2 shall be November 1st to October 31<sup>st</sup>. OI shall invoice SMCHS at the start of each service year. The software maintenance fee for components described in Exhibit A Section 2 shall be \$30,500 per service year, prorated if necessary. Software maintenance services shall begin upon acceptance of implementation as described in Exhibit A Section 2 and shall end October 31, 2017.

Year one (Acceptance to October 31, 2016) fee will not exceed \$30,500

Year two (November 1, 2016 to October 31, 2017) fee will not exceed \$30,500

TOTAL FEES FOR EXHIBIT B:

FY15-16 Fees will not exceed \$183,000

FY16-17 Fees will not exceed \$ 30,500

Total Fees will not exceed \$213,500

All fees are in US Dollars and exclude taxes.

- 8. All other terms and conditions of the agreement dated November 1, 2014, 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

Organizational Intelligence, LLC

A handwritten signature in blue ink, appearing to read "William Blair", is written over a horizontal line.

Contractor's Signature  
William Blair, President

Date: April 28, 2015