

**AMENDMENT NUMBER SIX TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND PICIS CLINICAL SOLUTIONS, INC.**

THIS AMENDMENT NUMBER SIX TO THE AGREEMENT, entered into this ____ day of _____, 2020 (“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;

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and subsequently the parties entered into an agreement on June 17, 2014 “2014 Agreement”, which replaced and superseded the Maintenance Services set forth in the 2005 Agreement, which 2014 Agreement was amended on May 17, 2015, April 26, 2016, August 16, 2016, June 5, 2018, and May 2, 2019, collectively referred to hereinafter as “Agreement,” for Contractor’s Emergency Department Software Products (PulseCheck), and Operating Room Software Products (OR Bundle); and

WHEREAS, the parties wish to add to the Agreement Contractor’s Injection and Infusion Software Product.

Now, therefore, it is agreed by the parties to this Amendment Number Six as follows:

1. Definitions. Except as otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement, Exhibit C, Definitions, of the Agreement is amended to add the following definition: “Term License” shall mean those Software Licenses that are not perpetual and expire after a specific term.

2. Term License. Exhibit B, Licenses, of the Agreement is amended to add Contractor’s Injection and Infusions Software Product licensed on a subscription basis which shall be considered a Term License. The term of the subscription shall start on the signing of this Amendment and extend coterminously with the Term of the Agreement as set forth in Amendment Four, until further amended in writing by mutual agreement of the parties. If County terminates its ED PulseCheck licenses and/or ED PulseCheck maintenance and support services, the Software Programs set forth herein shall automatically terminate. Subject to the terms and conditions of the Agreement, notwithstanding the grant of license set forth in Section 3 of the 2005 Agreement, and this Amendment including, without limitation, payment of all fees set out in Section 4 to this Amendment, Contractor hereby grants to County a non-exclusive, non-transferable, limited license during the Term for the County (which shall include its employees and authorized agents) to: (a) install the Software Program (in object code format) on County’s hardware at the Designated Facility; and (b) to use the Software Program solely at the Designated Facility for County’s internal business purposes.

3. Professional Implementation Services. Exhibit A of the Agreement is amended to add Contractor’s professional implementation services to install Contractor’s Injection and Infusions Software Product as described in Attachment 1, Statement of Work, of this Amendment Number Six.

4. Payments. Exhibit B of the Agreement is amended to add Contractor's one-time fee of \$4,500 for professional implementation services. Contractor shall invoice this one-time fee on the Amendment Effective Date. Contractor shall monthly invoice \$2.50 per patient encounter commencing on the second month following FPU not to exceed \$26,000 in a County fiscal year prorated for any partial year. The annual fee increase provisions of the Agreement do not apply to the per encounter fee. Processed visits shall be defined as patient encounters created in the Software Program with one or more medications injections, infusion, and /or hydrations and calculated in the Software Program using the Injection and Infusion Calculator Service

5. Termination. The Software Programs noted herein are licensed on a subscription basis and shall be considered a Term License. The term of the subscription shall start on the signing of this Amendment and extend coterminously with the Term of the Agreement as set forth in Amendment Four, until further amended in writing by mutual agreement of the parties.

If County terminates its ED PulseCheck licenses and/or ED PulseCheck maintenance and support services, the Software Programs set forth herein shall automatically terminate.

6. Maintenance. Maintenance services for Contractor's Injections and Infusions module shall be provided in accordance with the terms and conditions of Exhibit A of the Agreement.

7. County's Fiscal Obligation. Section 3 of the Agreement (as previously amended by section 6 of Amendment Four and section 6 of Amendment Five) is amended to read as follows: The County's total fiscal obligation under the Agreement for the period July 1, 2018 through December 31, 2022 of \$870,000 is increased by \$90,000 for a new total fiscal obligation of \$960,000.

All other provisions, terms and conditions of the Agreement shall remain in full force and effect, and are applicable to the services provided under this Amendment, except as expressly amended herein.

IN WITNESS WHEREOF, and in agreement with the terms set forth herein, the parties hereto, by their duly authorized representatives, have affixed their respective signatures.

COUNTY OF SAN MATEO

PICIS CLINICAL SOLUTIONS INC.

By: _____
(signature)

By: Patrick J Kelly Jr
(signature)

(type or print)

Patrick J Kelly Jr
(type or print)

Title: President, Board of Supervisors, San Mateo County

Title: Director, Client Operations

Attest By: _____
(signature)

(type or print)

Title: Clerk of said Board

Attachment 1. Picis Statements of Work (SOW)

Injection and Infusion Description

PulseCheck version 5.7 will be required for the Injections and Infusions module and service

Picis will provide the following remote scope of services:

- Installation and activation of the Injections and Infusions module in test, including new follow-up template
- Assistance in testing and validating the IV stop time reminder service in test
- Admin and super user training

Class Name	Picis Resource	# of Customer Attendees	Customer Attendees	Duration	Location
ED PulseCheck Injection and Infusion Super User Training	Clinical Consultant	8	Clinical Super Users	2 Hours	Remote
ED PulseCheck Injections and Infusion Admin Configuration Overview	Technical Consultant	8	System Administrator	1 Hours	Remote

- Installation and activation of the Injections and Infusions module in production, including new follow-up template
- Assistance to client admins, to validate accuracy of IV stop time reminder service, for the first month following Go-Live
- Assistance in data validation, for reporting accuracy for the first month following Go-Live.
- Provide monthly activity reports for billing and compliance