

## **AMENDMENT NUMBER TWO TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SIEMENS MEDICAL SOLUTIONS USA, INC.**

THIS AMENDMENT NUMBER TWO TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 ("Amendment Effective Date"), by and between the COUNTY OF SAN MATEO, hereinafter called "County", and SIEMENS MEDICAL SOLUTIONS USA, INC. hereinafter called "Contractor".

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 an Agreement on January 23, 2018, by County Board of Supervisors Resolution 075680, to maintain and upgrade Contractor's Radiology Information System (RIS) also known as syngo Workflow, at the San Mateo Medical Center (SMMC); and

WHEREAS, the Agreement was amended on May 15, 2018, to correct the amount of the Sybase fee to be deleted when the upgrade is completed and to extend the timing of second upgrade payment; and

WHEREAS, the parties wish to extend the Term of the Agreement by three (3) years, from December 31, 2020 to December 31, 2023 and increase the County's total fiscal obligation of three hundred thousand dollars (\$300,000) by two hundred five thousand dollars (\$205,000) for a new total fiscal obligation of five hundred five thousand dollars (\$505,000);

Now, therefore, it is agreed by the parties to this amendment Number Two that the Agreement shall be amended as follows:

1. Section 6 of the Agreement is hereby deleted in its entirety and replaced as follows:

### **6. Payments**

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. The County's total fiscal obligation of three hundred thousand dollars (\$300,000) under the Agreement, is hereby increased by two hundred five thousand dollars (\$205,000) for a new total fiscal obligation of five hundred five thousand dollars (\$505,000). In the event that the County makes any advance payment, 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 7 of the Agreement is hereby deleted in its entirety and replaced as follows:

### **7. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Agreement Effective Date (January 23, 2018) through December 31, 2023.

3. Exhibit B of the Agreement is amended to add that Contractor's hourly rate for Additional Services as described in Exhibit A Section 10 of the Agreement as of the Amendment Effective Date is \$190.00 through the Term of the Agreement.

4. All other terms and conditions of the agreement dated January 23, 2018, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Siemens Medical Solutions, USA, Inc.**

\_\_\_\_\_  
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