

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CADUCEUS SYSTEMS, LLC**

THIS SIXTH AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Caduceus Systems, LLC, 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, on February 8, 2011, the parties entered into an Agreement with Caduceus Systems, LLC for provision of a Materials Management Information System; and

WHEREAS, the on October 4, 2011, the parties amended the Agreement to increase the maximum amount by \$24,830.98 and expand the services in Exhibits C and F; and

WHEREAS, on March 13, 2012, the parties amended the Agreement to increase the maximum amount by \$254,000.00, to a new maximum fiscal obligation of \$683,830.98; and

WHEREAS, on September 6, 2012, the parties amended the Agreement to clarify Section 1.4 of Exhibit C of the Agreement and to replace Exhibit B of the Agreement; and

WHEREAS, on March 8, 2016, the parties amended the Agreement to replace Exhibit C in its entirety, delete Exhibit F, extend the agreement through November 30, 2018, and increase the amount by \$185,000 to an amount not to exceed \$868,830.98; and

WHEREAS, on November 19, 2018, the parties amended the Agreement to replace Article V, Paragraph 5.1 Product and Support, in Exhibit D, in its entirety and extending the term of the Agreement through December 31, 2021, with no increase in the amount; and

WHEREAS, the parties wish to amend the Agreement to extend the term by 2 years through December 31, 2023, and increase the amount of the Agreement by \$80,000, to an amount not to exceed \$948,830.98.

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

1. Section 2.1, Term, of the Agreement is amended to read as follows:

Term. The License granted in this Article 2 shall be for a term commencing as of the Effective Date of this License and continuing until this License is terminated as provided herein. The License shall be terminated as of December 31, 2023, based on the amount listed in Section 5.23 of this Agreement. Any extension of the term of the Agreement beyond that date shall be done by written amendment of the Agreement signed by the parties.

2. Section 5.23, Payments, of the Agreement is amended to read as follows:

Payments. In consideration of the goods and services provided by Caduceus in accordance with all terms, conditions, and specifications set forth herein and in the attached Exhibits, County shall make payment to Caduceus based on the rates and in the manner specified in those Exhibits. In no event shall the County's total fiscal obligation under this Agreement, including all Exhibits hereto, exceed NINE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND NINETY-EIGHT CENTS (\$948,830.98).

- 3. All other terms and conditions of the Agreement, as previously amended, 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: Caduceus Systems, LLC.


Contractor Signature

9/15/2021
Date

John B Mostelma
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board