

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
INTERACTIVE GLOBAL COMMUNICATIONS NETWORK, INC. (IGCN)**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and INTERACTIVE GLOBAL COMMUNICATIONS NETWORK, INC. (IGCN), 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 providing software licenses, software development and implementation services, maintenance and support for San Mateo Medical Center's website (www.sanmateomedicalcenter.org) on June 28, 2007; and

WHEREAS, the parties wish (1) to amend the Agreement for continued operations of the current public-facing website, enhancements to the website, and development of a web-based Staff Portal (Intranet), (2) to extend the term end date to June 28, 2010, and (3) to add up to \$325,080 to the amount of the Agreement for a new total maximum fiscal obligation of \$420,080.

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

1. Section 2 of the Agreement, "Contract Term." is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 28, 2007, through June 28, 2010.

2. Section 3 of the Agreement, "Payments," is amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments,

Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **FOUR-HUNDRED TWENTY-THOUSAND EIGHTY DOLLARS (\$420,080)**.

3. Section 10 of the Agreement, "Termination of Agreement," is amended to read as follows:

This Agreement may be terminated by Contractor or by the Chief Information Officer of San Mateo County or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be a portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Agreement.

4. Original Exhibit "A" to the Agreement is amended by adding the following paragraph and table to the end of the existing document, which otherwise remains in effect:

Project Pricing

The original Scope of Work amount was: \$95,000. This amended Scope of Work is: \$325,080. The Amended Not to Exceed amount of this Agreement is: \$420,080. This project is priced on a Fixed Professional Fee Basis, excluding expenses. Project 1 – Continued Operations (see below) will commence with approval of this amendment and is required to continue operating the website. Projects 2 – 5 (see below) will require that a representative of San Mateo Medical Center (SMMC) approve and sign a discrete Statement of Work which will detail the specific deliverables and milestones and payments to be made before such work can begin.

| Project Role/Job Title | SOW Basis | Amount |
|---|---------------|---------------------|
| 1. Continued operations of current public-facing website <i>(includes hosting fee of \$375 per month. In the event that SMMC elects to host the application, any unpaid software recurring fees listed below, less \$375/month for the remaining term, will be capitalized with an accelerated payment required at that time).</i> | | |
| 2009 Annual Recurring Fees* - Jan. '09 | Fixed | \$34,200.00 |
| 2010 Annual Recurring Fees* - Jan. '10 | Fixed | \$34,200.00 |
| <i>*Software License, Software Maintenance and Support and Hosting Fees</i> | | \$68,400.00 |
| 2. Enhancements to current public-facing website. | | |
| 2.a. Emergency Site | Fixed | \$5,280.00 |
| 2.b. Translation Enhancements | Not to Exceed | \$40,000.00 |
| | | \$45,280.00 |
| 3. Development of a robust web-based Patient Portal. | | |
| 3.a. Patient Portal – Core Functionality – including Integration with eClinical Works | Not to Exceed | \$71,750.00 |
| 3.b. Primary Care Management (PCM) / Interactive feature to the Patient Portal: | | |
| ▪ Strategic Process and PCM Design Plan | Not to Exceed | \$10,000.00 |
| ▪ Flex Development Hours for PCM | Not to Exceed | \$35,000.00 |
| | | \$116,750.00 |
| 4. Development of a web-based Staff Portal (Intranet). | | |
| 4.a. Design & Development Plan for Staff Portal | Not to Exceed | \$30,000.00 |
| 4.b. Staff Portal (Intranet) – Core Functionality | Not to Exceed | \$29,650.00 |
| | | \$59,650.00 |
| 5. Ongoing Project Enhancements | | |
| Continuous Enhancement Capability | Not to Exceed | \$25,000.00 |
| | | \$25,000.00 |
| Sub-Total Services | | \$315,080.00 |
| Estimated Expenses | | \$10,000.00 |
| Total Project Investment | | \$325,080.00 |

5. All other terms and conditions of the agreement dated June 28, 2007, 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: _____
Adrienne J. Tissier, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Interactive Global Communications Network, Inc. (IGCN, Inc.)

Contractor's Signature

Date: _____