

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PICIS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County or Licensee," and PICIS, INC., hereinafter called "Contractor or Licensor";

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 License and Services to install and maintain the San Mateo Medical Center Emergency Department Information Systems on December 6, 2005, as amended on August 1, 2006 and June 22, 2007; and

WHEREAS, the parties wish to amend the Agreement to add \$192,501 for a new total maximum fiscal obligation of no more than \$845,001 and extend the term date through June 30, 2012.

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

1. Section 11 of the Supplement Software and Service Agreement is deleted in its entirety.
2. Section 10.5 is added to the License and Services Agreement to read as follows:

”Not To Exceed Amount. The maximum costs to Licensee for all Software Programs and Services provided for under this Agreement, including all Exhibits, Supplements, and Schedules shall not exceed \$845,001 unless mutually agreed by the parties. The parties will mutually determine, on a case by case basis, whether any future amendments will increase the not to exceed amount or not change the not to exceed amount set forth herein.”

3. Section 12.1 of Section 12 – “Term and Termination” – of the License and Services Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 6, 2005 through June 30, 2012.

This Agreement may be terminated by Contractor or by the County’s Chief Information

Officer, or his designee, at any time without a requirement of good cause or right of refund upon thirty (30) days' written notice to the other party. Notwithstanding any termination pursuant to this paragraph, all Maintenance Services already paid for by the County (*i.e.*, support and maintenance for a 12-month term) shall continue to be provided pursuant to the Agreement until the expiration of the term already paid for.

Contractor shall be entitled to receive payment for Services provided prior to termination of the Agreement. Such payment shall be a portion of the full payment which is determined by comparing the Services completed to the Services required by this Agreement.

4. All other terms and conditions of the Agreement dated December 6, 2005, as amended, 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: _____

Mark Church, President

Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

PICIS, INC.

Melissa Cruz, CFO

Date: _____