

**AMENDMENT NO. 5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SCRIPTPRO USA, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ScriptPro USA, Inc., 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 on June 9, 2009, to provide the SP 200 Robotic Prescription Dispensing System at San Mateo Medical Center for the term of August 1, 2008, through July 31, 2013, for a maximum obligation of \$185,200; and

WHEREAS, the parties subsequently amended the agreement on April 3, 2012, increasing the maximum amount by \$25,000 to a new maximum amount of \$210,200; and

WHEREAS, the parties again amended the agreement on May 2, 2013, extending the term of the agreement by three months to a new term ending October 31, 2013; and

WHEREAS, the parties further amended the agreement on July 9, 2013, extending the term by eight months for a new termination date of June 30, 2014, and increasing the maximum amount by \$40,000 to an amount not to exceed \$250,200; and

WHEREAS, the parties amended agreement on July 15, 2014, extending the term by twelve months for a new termination date of June 30, 2015, and increasing the maximum amount by \$40,000 to an amount not to exceed \$290,200; and

WHEREAS, the parties now wish to further amend the Agreement, extending the term by twenty four months for a new termination date of June 30, 2017, and increasing the maximum amount by \$80,000 to an amount not to exceed \$370,200.

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

1. Section 3 of the Agreement, **Payments**, is amended to read as follows:

In consideration of providing, during the term of this Agreement, the SP 200 Robotic Prescription Dispensing System and services provided by the Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A and B, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits A and B. The County reserves the right to withhold acceptance or cancel its obligation to rent the SP 200 Robotic Prescription Dispensing System listed in Exhibit A if it does not function in accordance with the material specifications of the applicable user manual. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED SEVENTY THOUSAND TWO HUNDRED DOLLARS (\$370,200).

2. Section 4 of the Agreement, **Term and Termination**, is amended to read as follows:

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be from August 1, 2008, through June 30, 2017.

3. Exhibits A & B (rev. 5/30/14) are replaced in their entirety with revised Exhibits A & B (rev. 4/6/15), a copy of each of which is attached to this Amendment and incorporated into the Agreement by this reference.
4. **All other terms and conditions of the agreement dated June 9, 2009, 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

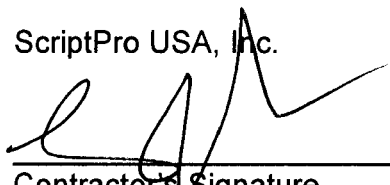
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ScriptPro USA, Inc.



Contractor's Signature

Date: 5/19/2015

Exhibit A (rev. 4/6/15)

Rental Agreement R 57311 and its Attachment A are incorporated by this reference, the term of which under this Agreement shall be for four months.

Rental Agreement R 57464 and its Attachment A are incorporated by this reference, the term of which under this Agreement shall be for one hundred seven months.

Exhibit B (rev. 4/6/15)

Rental Customer Support Agreement RCS 67339 and its Attachment A are incorporated by this reference, the term of which under this Agreement shall be for four months.

Rental Customer Support Agreement RCS 67346 and its Attachment A are incorporated by this reference, the term of which under this Agreement shall be for one hundred seven months.