

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pharmacy OneSource, 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 for Pharmacy clinical decision and support services on May 21, 2013; and

WHEREAS, on Resolution 072530, your Board authorized the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, the parties amended the agreement on May 7, 2015, increasing the amount by \$19,800 to an amount not to exceed \$180,400 and revise Exhibit C to include Addendum 1 and Addendum 2; and

WHEREAS, the parties further amended the Agreement on June 28, 2016, extending services by four months through September 30, 2016 without any change in the County's fiscal obligations; and

WHEREAS, the parties wish to further amend the Agreement to extend services through May 31, 2018, increasing the amount by \$88,000 to a new maximum amount not to exceed \$268,400. Exhibit B is hereby added to reflect the extend term and a copy of which is attached hereto and incorporated into the Agreement by this reference.

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

**1. Section 3. Payments:**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and Exhibits C, D, and Addendum 1 & 2,

County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, in no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED SIXTY EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$268,400).

**2. Section 4. Term and Termination:**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2013 through May 31, 2018.

Under the terms of this Agreement, County pays Contractor an annual fee for services provided by Contractor for the upcoming year. During the course of this Agreement, County may terminate the Agreement without cause by giving written notice pursuant to Section 13, below, at least ninety (90) days prior to the start of the next annual term. In the event of such termination, Contractor will cease providing services under the Agreement on the last day of the then-current payment term and has no obligation to provide any additional services except those that extend beyond the service term as outlined by this Agreement.

In the event of termination in accordance with the terms of this Agreement, the County shall retain all of its rights to the County's data in accordance with Section 5.2 (Customer Account Information and Data) of Exhibit C. Upon termination, and per the County's request, the Contractor may provide the County a copy of its data in a mutually agreed upon, industry standard format. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to any termination of the Agreement.

- 3. Exhibit B: Pharmacy OneSource Renewal Agreement, is hereby added and a copy of which is attached hereto and incorporated into the Agreement by this reference.**
- 4. All other terms and conditions of the agreement dated May 21, 2013, 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

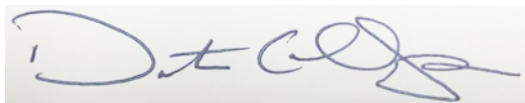
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

PHARMACY ONESOURCE, INC.

A handwritten signature in blue ink, appearing to read "Dt CQ", is written over a light gray rectangular background.

Contractor's Signature

Date: 8/5/2016

# Exhibit B: Pharmacy OneSource Renewal Agreement

Renewal  
Proposal Date: 5/11/2016  
Subscription  
Term: 6/3/16 - 5/31/18

Customer Success  
Manager: Susan Miller  
Email: [Susan.N.Miller@wolterskluwer.com](mailto:Susan.N.Miller@wolterskluwer.com)  
Phone: 608-829-7328

## CUSTOMER INFORMATION

Customer: | San Mateo Medical Center 222 W. 39<sup>th</sup> Ave, San Mateo, CA 94403

## PHARMACY ONESOURCE FEES

Services	Annual Price	Renewal Term	Net Ext. Price/Annual
Sentri7 Pharmacy and IP	\$43,021.50	6/3/16 - 5/31/18	\$43,021.50
Annual Total:			\$43,021.50

## PHARMACY ONESOURCE PAYMENT SUMMARY

- 1) The pricing and purchase of the Services indicated above are subject to and solely governed by the terms and conditions of Exhibit B: Pharmacy OneSource Renewal Agreement, and the terms and conditions contained in Exhibit C the Pharmacy OneSource User Agreement between the County of San Mateo and Pharmacy OneSource, Inc., dated on 4/29/13.
- 2) This Renewal Agreement covers Pharmacy OneSource service fees for the duration of the Subscription Term identified above.
- 3) Payment Terms are Net 30 days.

## BILLING INFORMATION

### Direct Billing Information

Customer: Accounts Payable  
Street: 222 W 39<sup>th</sup> Ave  
City/State/ZIP: San Mateo, CA 94403  
Contact Name: N/A  
Title: Accounts Payable  
Phone: N/A  
E-Mail: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org)


*Confidentiality Notice: This Renewal Agreement contains information that is privileged, confidential and exempt from disclosure. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone the information contained in this Renewal Agreement.*