

**AMENDMENT No. 3 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
SENTRY DATA SYSTEMS, INC.**

This Amendment No. 3 ("Amendment") to the below-referenced Agreement is entered into on \_\_\_\_\_ but made effective as of May 1, 2018, by and between Sentry Data Systems, Inc. ("Sentry" or "Contractor") and the County of San Mateo ("County").

**WHEREAS**, Sentry and County are parties to an Agreement for certain technology services, effective as of May 1, 2013, as amended (the "Agreement"); and

**WHEREAS**, for mutual benefit of the parties hereto, Sentry and County wish to amend the Agreement to, among other things, terminate the DRA Tool module from the Sentinel Services and modify the renewal terms of the Agreement;

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Sentry and County hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein by reference.
2. Any and all references to "Sentinel RCM" shall now mean "Sentinel".
3. The first sentence of Section 4., Term and Termination, of the Agreement is hereby deleted in its entirety and replaced with the following:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 1, 2013, through October 31, 2019.

4. Sentry and County hereby agree that "DRA Tool" module is hereby terminated effective as of May 1, 2018, and there shall be no further or additional obligations of or for Sentry, and no additional payments due by County to Sentry, with regard to such. County hereby fully releases Sentry from and with regard to any and all obligations, liabilities, damages, and/or claims concerning or related to "DRA Tool" module.
5. Nothing contained herein or anywhere else shall excuse County from paying any and all fees due to Sentry on a timely and on-going basis, including, without limitation, all fees which were due, but continue to be unpaid, under the Agreement.
6. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. All terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect except to the extent this Amendment expressly modifies or is inconsistent with the terms and conditions of the Agreement, in which case the terms of this Amendment shall be controlling. Electronic signatures, including email PDFs, on any counterpart to this Amendment will have the same legal force and effect as original signatures and may be used as evidence of execution. The parties may rely on an electronic signature process as official authorization for this Amendment. Each party agrees that no certification authority or other third party verification is necessary to validate a party's electronic signature and that the lack of such certification or third party verification will not in any way affect either the enforceability of a party's electronic signature or this Amendment. The individual signing this Amendment on behalf of the County has the right, legal capacity and full authority to execute this Amendment.
7. Effective as of the effective date of this Amendment, Section 3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.2 In no event shall the County's total fiscal obligation under this Agreement for the fees expressly set forth in the price grids in Exhibits A-1 and B-1, exceed TWO MILLION FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$2,460,000)."

8. Effective as of the effective date of this Amendment, the price grid on Exhibit A-1 (Sentinel™ Pricing & Invoicing) of the Agreement is hereby deleted in its entirety and is replaced with the following:

## San Mateo Medical Center (DSH050113)

### Sentinel

Facility	Product	Billing Basis	Location	Quantity	Total Price
San Mateo Medical Center	340B Module	Annual	DSH050113	1	\$20,000
San Mateo Medical Center	Sentinel Service	Annual	DSH050113	1	\$25,000

### Billing Cycles - Sentinel

All Annual Fees are effective as of the Effective Date of the Renewal. Eighteen month (18) month term ending October 31, 2019.

9. Effective as of the effective date of this Amendment, the price grid on Exhibit B-1 (Sentrex™ Pricing & Invoicing) of the Agreement is hereby deleted in its entirety and is replaced with the following:

## San Mateo Medical Center (DSH050113)

### Sentrex™

Facility	Product	Billing Basis	Location	Quantity	Pharmacy Description	Total Price
San Mateo Medical Center	Sentrex™ Base Fee - Flat Model	Annual	DSH050113	1	Includes eight (8) pharmacy location	\$208,250


### Billing Cycles - Sentrex

All Annual Fees are effective as of the Effective Date of the Renewal. Eighteen month (18) month term ending October 31, 2019.

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**IN WITNESS WHEREOF**, the parties have executed this Amendment to the above-referenced Agreement effective as of the date first written above.

For Contractor:

  
\_\_\_\_\_  
Contractor Signature

7/10/18  
Date

Ronald Linares, CFO  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board