

**AMENDMENT NO. 7 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
SCRIPTPRO USA, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 amended the Agreement on June 16, 2015, 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; and

WHEREAS, the parties amended the Agreement on September 26, 2017, extending the term by twenty-four months for a new termination date of June 30, 2019 and increasing the amount by \$75,000 to an amount not to exceed \$445,200, and the parties have been continuing to perform under the terms of the Agreement from June 30, 2019, to the effective date of this Amendment; and

WHEREAS, the parties wish to further continue and further amend the Agreement extending the term by eighteen months for a new termination date of December 31, 2020 and increasing the amount by \$55,000 to an amount not to exceed \$500,200.

**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 items, 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 even shall the County's total fiscal obligation under this Agreement exceed FIVE HUNDRED THOUSAND TWO HUNDRED DOLLARS (\$500,200).

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 December 31, 2020.

3. Exhibit A (rev. 6/13/17) and Exhibit B (rev. 6/13/17) are replaced in their entirety with Revised Exhibit A (rev. 10/3/19) and Revised Exhibit B (rev. 10/3/19), copies which are attached to this Amendment and incorporated into the Agreement by this reference.
4. **This Amendment shall be deemed effective as of July 1, 2019. Unless, specifically amended herein, all terms and conditions of the Agreement dated June 9, 2009, as previously amended, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: ScriptPro USA, Inc.

  
Contractor Signature

10/18/2019  
Date

Michael E. Coughlin  
President, CEO and CFO  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

Revised Exhibit A (rev. 10/3/19)

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 forty-nine months.

Revised Exhibit B (rev. 10/3/19)

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 forty-nine months.