

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Second Amendment") is made and entered into this 11th day of September, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and DIAMOND DRUGS, INC., dba DIAMOND PHARMACY SERVICES, a for profit corporation, whose address is 645 Kolter Drive, Indiana, Pennsylvania 15701-3570 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. A-13-570, effective September 18, 2013, and First Amendment No. A-13-570-1, effective December 12, 2017 (hereinafter collectively referred to as "Agreement"), pursuant to which CONTRACTOR agreed to provide pharmaceutical prescriptions and related services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement on September 17, 2013 effective from September 18, 2013 through September 17, 2016 with two (2) additional, successive twelve (12) month extension periods upon evaluation of CONTRACTOR's performance of its services with a written notice; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend and ratify the Agreement in order to execute an extension of the term of said agreement to March 17, 2019 in order to continue services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section two (2) of the Agreement, located on page two (2), line (22) through line twenty four (24) ending with the words "Section 2" be deleted in its entirety and replaced with the following:

"This Agreement may be renewed for up to two (2) additional, successive twelve (12) month periods and for one (1) successive six (6) month period upon the same terms and conditions herein set forth, and subject to the following provisions in this Section 2."

2. Section four (4) of the Amended Agreement, located on the First Amendment to Agreement 13-570-1 page three (3), line one (1) starting with the letter "C" through

1 page three (3) line twelve(12) ending with the word "all" be deleted in its entirety and
2 replaced with the following:

3 "C. The maximum amount of compensation paid to CONTRACTOR shall not exceed
4 One Million Six Hundred One Thousand One Hundred Fourteen and No/100 Dollars (\$1,601,114.00)
5 during the initial term of this Agreement. Should this Agreement be extended for the period of
6 September 18, 2016 through September 17, 2017, the maximum amount of compensation paid to
7 CONTRACTOR for this extended period shall not exceed One Hundred Ninety Eight Thousand one
8 Hundred Ninety Six and No/100 Dollars (\$198,196.00). Should this Agreement be extended for the
9 period of September 18, 2017 through March 17, 2019, the maximum amount of compensation paid to
10 the CONTRACTOR for this period shall not exceed Four Hundred Seventy Thousand and No/100
11 Dollars (\$470,000.00). In no event shall the actual services performed under this Agreement be in
12 excess of Two Million Two Hundred Sixty Nine Thousand Three Hundred Ten and No/Dollars
13 (\$2,269,310.00). It is understood that all".

14 3. Section four (4) of the Amended Agreement, located on the First Amendment to
15 Agreement 13-570-1 page three (3), line fifteen (15) starting with the letter "D" through
16 page three (3) line twenty one (21) ending with the word "Manager" be deleted in its
17 entirety and replaced with the following:

18 "D. The aforementioned subsections A. – C. under Section 5. INVOICING shall not
19 apply after September 16, 2017. Beginning September 17, 2017 and running through March 17, 2019,
20 the following invoicing procedures shall apply to this Agreement: CONTRACTOR shall invoice the
21 COUNTY's DPH Business Office (for medications received by COUNTY not those medications in
22 route to COUNTY) monthly, in duplicate, addressed to the County of Fresno, Department of Public
23 Health, Business Office, P.O. Box. 11867, Fresno, CA 93775, Attention: Community Health Division
24 Manager."

25 4. Section five (5) of the Amended Agreement, located on the First Amendment to
26 Agreement 13-570-1 page four (4), line one (1) starting with the letter "D" through page
27 four (4) line twenty one (21) ending with the word "soon" be deleted in its entirety and
28 replaced with the following:

1 “The aforementioned subsections A. – C. under Section 15. **REPORTS** shall not apply
2 after September 16, 2017. Beginning September 17, 2017 and running through March 17, 2019, the
3 following Reports request shall apply to this Agreement: Upon COUNTY’s request, CONTRACTOR
4 shall provide quarterly, annual, and/or monthly reports to include but not limited to:

- 5 1. Usage by drug and number of units for each line item supplied
- 6 2. Usage by prescribing clinician
- 7 3. Usage by patient name and identification number
- 8 4. Usage by therapeutic category
- 9 5. Usage of non-formulary drugs
- 10 6. Usage of controlled substances
- 11 7. Medications and quantity ordered but not supplied (outs)
- 12 8. Medical administration record
- 13 9. Total doses per patient dispensed
- 14 10. High to low usage by dollar amount
- 15 11. High to low usage by quantity dispensed
- 16 12. Medication classification report
- 17 13. Cost containment recommendation report
- 18 14. Stop date report
- 19 15. Side effect and drug interaction report
- 20 16. Notification of medical being reorder too soon”

21 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the
22 Agreement and, that upon execution of this Second Amendment, the Agreement, the First Amendment
23 and this Amendment together shall be considered the Agreement.

24 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
25 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
26 in full force and effect.

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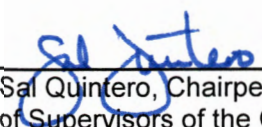
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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR:
Diamond Drugs, Inc., dba
Diamond Pharmacy Services

COUNTY OF FRESNO:

(Authorized Signature)


Sal Quintero, Chairperson of the Board
of Supervisors of the County of Fresno

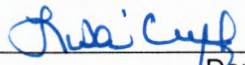
Print Name & Title

(Authorized Signature)

Print Name & Title

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Mailing Address:
645 Kolter Drive
Indiana, PA 15701-3570
Phone #: (800) 882-6337
Contact: Chief Operating Officer

By: 
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 5620

Account No.: 7295

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