

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment", is made and entered into this 28th day of April, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California, hereinafter referred to as "COUNTY" and **ENVOLVE PHARMACY SOLUTIONS, INC.** (formerly US SCRIPT, INC.), a Delaware corporation, whose address is 2425 W. Shaw Avenue, Fresno CA 93711, hereinafter referred to as "CONTRACTOR".

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. A-15-318, effective July 14, 2015, pursuant to which CONTRACTOR agreed to provide pharmaceutical benefits management for prescription drug services to COUNTY's seriously mentally ill adults and seriously emotionally disturbed children; and

WHEREAS, on April 15, 2016, CONTRACTOR changed their legal name from US SCRIPT, INC. to ENVOLVE PHARMACY SOLUTIONS, INC.; and

WHEREAS, an amendment is necessary to extend the term of the Agreement for an additional year to allow individuals served under this Agreement to receive uninterrupted services while the COUNTY completes the competitive bid process that has been postponed in light of the COVID-19 pandemic; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. A-15-318, Page Four (4), beginning on Line Fifteen (15) with the number "2." and ending on Line Twenty-One (21) with the word "term", be deleted and the following inserted in its place:

"2. TERM

This Agreement shall become effective on the 1st of July, 2015 and shall terminate on the 30th of June 2018.

Following the Initial Term, this Agreement, shall automatically be extended effective July 1, 2018 for two (2) additional twelve (12) month periods upon the same terms and

1 conditions herein set forth, unless written notice of non-renewal is given by CONTRACTOR or
2 COUNTY or COUNTY's DBH Director, or designee, not later than ninety (90) days prior to the close of
3 the current Agreement term.

4 This Agreement shall be extended for an additional twelve (12) month period
5 beginning July 1, 2020 through June 30, 2021."

6 2. That the existing COUNTY Agreement No. A-15-318, Page Seven (7), beginning with
7 Section Four (4), Line Three (3), with the letter "F" and ending on Line Nine (9) with the word
8 "CONTRACTOR" is deleted and the following inserted in its place:

9 "F. Compensation shall be based on a fee for service basis; the maximum amount
10 of compensation paid to CONTRACTOR shall not exceed Two Hundred, Fifty Thousand and No/100
11 Dollars (\$250,000.00) for the period of July 1, 2015 through June 30, 2016 and each subsequent
12 twelve (12) month period of the Agreement. The maximum total compensation shall not exceed One
13 Million, Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) over the course of the entire
14 Agreement term.

15 It is understood that all expenses incidental to CONTRACTOR's performance of
16 services under this Agreement shall be borne by CONTRACTOR."

17 3. Except as otherwise provided in this Amendment I, all other provisions of the
18 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective
19 retroactive to March 1, 2020.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I If to Agreement as
2 of the day and year first hereinabove written.

3 **CONTRACTOR:**
4 **ENVOLVE PHARMACY SOLUTIONS, INC.**
5 (formerly US SCRIPT, INC.)

COUNTY OF FRESNO:

6 By Sean Lancaster

7 By Ernest Buddy Mendes
8 Ernest Buddy Mendes,
9 Chairman of the Board of Supervisors
10 of the County of Fresno

11 Print Name: Sean Lancaster

12 Title: Vice President
13 Chairman of the Board, or
14 President, or any Vice President

15 Date: 04/21/2020

16 BERNICE E. SEIDEL,
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

19 By _____

20 By Rosa Cuyf
21 Deputy

22 Print Name: Merrill J. Hausenfluck

23 Title: CFO
24 Secretary (of Corporation), or
25 any Assistant Secretary, or
26 Chief Financial Officer, or
27 any Assistant Treasurer

28 Date: 04/21/2020

Mailing Address:
2425 W. Shaw Avenue
Fresno, CA 93711
Phone #: (559)244-3804
Contact: Nadine R. Bordens

CC: Envolve Pharmacy Solutions, Inc.
8427 Southpark Circle, Bldg. 300, Suite 400
Orlando Florida, 32819
Attn: CEO

Fund/Subclass: 0001/10000
Organization: FY 2020-21 56304512
56107001
Account #: 7295/0

SY