

AMENDMENT 2
TO 340B CONTRACT PHARMACY SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") to the 340B CONTRACT PHARMACY SERVICES AGREEMENT ("Agreement"), is made as of the latest date indicated in the signature block hereto ("Effective Date") by and between County of Ventura, a political subdivision of the State of California, (hereinafter "Covered Entity"), and Accredo Health Group, Inc. ("Accredo"), ESI Mail Pharmacy Service, Inc., and Express Scripts Pharmacy, Inc. (hereinafter collectively "Pharmacy"). Covered Entity and Pharmacy may each be referred to herein as a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, the Parties entered into the Agreement with respect to 340B ID DSH 050159 effective July 1, 2018, as amended; and

WHEREAS, the Parties desire to amend the Agreement on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows:

AMENDMENT

1. Recitals; Definitions. The foregoing recitals are true and correct and by this reference incorporated herein. Capitalized terms used in this Amendment and not defined herein shall have the meanings given to those terms in the Agreement.
2. Additional Parties. As of the Effective Date, ESI Mail Pharmacy Service, Inc. and Express Scripts Pharmacy, Inc. (collectively, "ESI") shall be added to the Agreement as parties. Any references in the Agreement to "Pharmacy" shall be deemed to reference either or both of ESI and/or Accredo, as the case may be. Each of ESI and Accredo enter into the Agreement independently and neither shall be liable for the acts or omissions of the other.
3. Section 3 of the Agreement is hereby deleted in its entirety and replaced as follows:

Pharmacy agrees it will provide Pharmacy Services contracted for under this Agreement at the site(s) listed on Attachment B-1 and/or Attachment B-2, attached hereto and incorporated by this reference. Pharmacy may modify

Attachments B-1 and/or B-2 as necessary upon written notice to Covered Entity, which modifications shall take effect at the beginning of the calendar quarter after which Covered Entity updates its registration records with HRSA. Covered Entity agrees that it will register the site(s) listed on Attachment B-1 and Attachment B-2, as may be modified from time to time pursuant to the terms herein.

4. Section 27 of the Agreement shall be deleted in its entirety and replaced as follows:

All notices required or permitted to be given hereunder to any Party hereto shall be in writing, and shall be effective upon receipt, when delivered by Federal Express, United States Mail or common carrier to Covered Entity's address listed below and, if to Accredo, to the address listed in the Accredo Addendum attached hereto, and if to ESI Mail Pharmacy Service, Inc. and/or Express Scripts Pharmacy, Inc., to the address listed in the ESI Addendum attached hereto, or as changed by either Party by delivering a written notice of a change of address to the other Party from time to time.

If to Covered Entity:

County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue
Ventura, California 93009-1080

With a copy to:

Ventura County Medical Center
Attn: Director of Pharmacy
300 Hillmont Avenue
Ventura, California 93003

and:

County of Ventura
Health Care Agency
Contracts Management Department
5851 Thille Street
Ventura, California 93003

5. The current Attachment B shall be deleted in its entirety. A new Attachment B-1 ("Accredo Pharmacy Locations") attached hereto shall be added to the Agreement.

6. A new Attachment B-2 (“ESI Pharmacy Locations”) attached hereto shall be added to the Agreement.
7. All references to “Attachment B” in the Agreement shall be changed to “Attachment B-1 and Attachment B-2”.
8. Attachment C of the Agreement is hereby deleted in its entirety and replaced with Attachment C attached hereto.
9. Section I - **Policy**, of Attachment D of the Agreement shall be deleted in its entirety and replaced as follows:

Policy

It is the policy of Covered Entity that all contract pharmacies, such as Pharmacy, will receive drug inventory replenishments. For those Eligible Drugs dispensed to Eligible Patients that reach or surpass the Unit of Issuance, 340B Administrator will order a replenishment of Pharmacy’s drug inventory. The order will be placed by 340B Administrator with the wholesaler. The wholesaler will invoice Covered Entity at their 340B contracted rate. The inventory will be shipped to Pharmacy. Covered Entity will invoice Pharmacy monthly for product received at Pharmacy under this Agreement. Pharmacy will be invoiced at the drug replenishment price, less Pharmacy’s Dispensing Fee in accordance with Attachment C of the Agreement. Pharmacy will reimburse Covered Entity the drug replenishment price, less Pharmacy’s Dispensing Fee. Pharmacy shall pay Covered Entity consistent with the payment terms in the Agreement. Covered Entity and Pharmacy will mutually agree on the wholesaler for the purposes of replenishment as described herein.

10. The Accredo Addendum is hereby deleted in its entirety and replaced with Accredo Addendum attached hereto.
11. A new ESI Addendum, attached hereto, shall be added to the Agreement.
12. Except as expressly amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

Remainder of page intentionally left blank – Signatures appear on next page.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

County of Ventura

Accredo Health Group, Inc.

By: _____

By: _____

Name: _____

Name: Diana Florio

Its: VP, Physician Engagement & 340B Program

Its: _____

Date: _____

Date: _____

ESI Mail Pharmacy Service, Inc.

By: _____

Name: Diana Florio

Its: VP, Physician Engagement & 340B Program

Date: _____

Express Scripts Pharmacy, Inc.

By: _____

Name: Diana Florio

Its: VP, Physician Engagement & 340B Program

Date: _____

ATTACHMENT B-1
to
Amendment 2
to 340B Contract Pharmacy Services Agreement

ACCREDITO PHARMACY LOCATIONS

Pharmacy may modify Attachment B-1 upon written notice to Covered Entity. For the avoidance of doubt, the Parties agree that each address set forth herein is identical to that set forth in the applicable location's DEA license. Notwithstanding the fact that there may be slight, non-substantive variations between the addresses below and the information reflected in the OPAIS, the Parties agree that they intend to form a compliant contract pharmacy relationship with regard to each location below.

Name and Address
Accredo Health Group, Inc. 1620 Century Center PKWY, # 109, Memphis, TN 38134-8849 Tax ID# 11-3358535, DEA# BA9451167, License # 3946
Accredo Health Group, Inc. 3000 Ericsson Drive, Suite 100, Warrendale, PA 15086-7502 Tax ID# 11-3358535, DEA# BA9505554, License # PP415423L
Accredo Health Group, Inc. 6272 Lee Vista Blvd., Ste 100, Orlando, FL 32822-5148 Tax ID# 11-3358535, DEA# FA4214576, License # PH27052
Accredo Health Group, Inc. 2 Boulden Cir, Ste 1, New Castle, DE 19720-3492 Tax ID#11-3358535, DEA# FA5306128, License # A3-0000986
Accredo Health Group, Inc. 2040 W. Rio Salado PKWY, STE 101B, Tempe, AZ 85281-2010 Tax ID# 11-3358535, DEA# BA9437042, License # Y007870

ATTACHMENT B-2
to
Amendment 2
to 340B Contract Pharmacy Services Agreement

ESI PHARMACY LOCATIONS

Pharmacy may modify Attachment B-2 upon written notice to Covered Entity. For the avoidance of doubt, the Parties agree that each address set forth herein is identical to that set forth in the applicable location's DEA license. Notwithstanding the fact that there may be slight, non-substantive variations between the addresses below and the information reflected in the OPAIS, the Parties agree that they intend to form a compliant contract pharmacy relationship with regard to each location below.

Name and Address
Express Scripts Pharmacy, Inc. dba Express Scripts 2040 Route 130 North, Burlington, NJ 08016 Tax ID# 30-0789911, DEA# FE4492738, License # 28RS00732400
ESI Mail Pharmacy Service dba Express Scripts 7909 South Hardy DR STE 106, Tempe, AZ 85284 Tax ID# 43-1867735, DEA# BE8131625, License # Y003708
Express Scripts Pharmacy, Inc. dba Express Scripts 4750 E. 450 S., Whitestown, IN 46075 Tax ID# 30-0789911, DEA# FE4301468, License # 60006363A
Express Scripts ESI Mail Pharmacy Service, Inc. 4600 N. Hanley Rd, Saint Louis, MO 63134 Tax ID# 43-1867735, DEA# BE6824317, License # 2000148285

ATTACHMENT C
to
Amendment 2
to 340B Contract Pharmacy Services Agreement

COMPENSATION FOR SERVICES – PHARMACY’S DISPENSING FEE

1. Pharmacy’s Dispensing Fee for Pharmacy Services shall be the amount set forth in the Accredo Addendum or ESI Addendum, as appropriate. Dispensing Fees may be modified upon an amendment to this Agreement signed by all parties. Pharmacy shall notify Covered Entity in writing at least one hundred twenty (120) days prior to the effective date of any such proposed increase to the Dispensing Fees. Only claims that have a Net Reimbursement Amount that is a positive dollar amount will be processed as Eligible by 340B Administrator. The Net Reimbursement Amount is equal to the drug replenishment price minus Pharmacy’s Dispensing Fee minus Covered Entity’s 340B Drug cost.
2. It is understood and agreed that Pharmacy shall receive the applicable Dispensing Fee for Pharmacy Services (as set forth below) for dispenses of Eligible Drugs to Eligible Patients included in the reports sent to Covered Entity or Covered Entity’s designated agent as described in Section 3(b) herein. Pharmacy shall pay Covered Entity the replenishment price, as supplied to Covered Entity or Covered Entity’s designated agent, minus the Dispensing Fee for each Eligible Drug, as determined by Covered Entity or its 340B Administrator.
3. Pharmacy Services shall include:
 - (a) With respect to each Eligible Drug dispensed to an Eligible Patient, dispensing of product, recordkeeping, drug utilization review (in accordance with Pharmacy’s practices, policies, and contractual requirements), and other standard specialty clinical pharmacy services;
 - (b) Providing reports to Covered Entity or Covered Entity’s subcontractor that shall include dispensing information for use by Covered Entity in determining Eligible Drugs;
 - (c) Providing business records at Covered Entity’s request so that Covered Entity may conduct a periodic comparison of Covered Entity’s prescribing records with the dispensing records of Pharmacy to detect potential irregularities;
 - (d) Providing information for periodic independent audits performed by Covered Entity consistent with Section 11 of the Agreement;
 - (e) Maintaining records that directly pertain to Covered Entity’s compliance with the drug resale or transfer prohibition and prohibition of duplicative discounts; and

- (f) Permitting audit of Pharmacy's facilities and records by pharmaceutical manufacturers and regulatory bodies, in all cases as required by applicable law.
- 4. The term "drug replenishment price" shall mean the amount equivalent to the amount paid to Pharmacy by the applicable third-party payor, plus applicable patient co-payment.

ACCREDITO ADDENDUM
to
Amendment 2
to 340B Contract Pharmacy Services Agreement

Pharmacy: Accredo Health Group, Inc.

Notice Address:

Accredo Health Group, Inc.
6272 Lee Vista Blvd.
Orlando, FL 32822
Attn: Contracting Department

With Copy To:
Express Scripts, Inc.
c/o Accredo Health Group, Inc.
One Express Way
St. Louis, MO 63121
Attn: Legal Department

Dispensing Fee: Sixteen percent (16%) of the drug replenishment price as defined in Attachment C.

ESI ADDENDUM
to
Amendment 2
to 340B Contract Pharmacy Services Agreement

Pharmacy: ESI Mail Pharmacy Service, Inc. and Express Scripts Pharmacy, Inc.

Notice Address:

ESI Mail Pharmacy Services, Inc.
6272 Lee Vista Blvd.
Orlando, FL 32822
Attn: Contracting Department
Email: 340BContracting@express-scripts.com

With Copy To:

Express Scripts, Inc.
c/o ESI Mail Pharmacy Services, Inc.
One Express Way
St. Louis, MO 63121
Attn: Legal Department

Dispensing Fee: Ten percent (10%) of the drug replenishment price as defined in Attachment C.