

**AMENDMENT TO CONTRACT
Annual Requirements
Pharmacy Services for General Assistance
Lancaster County
Revision of Payment Terms
Kohll's Pharmacy & Homecare Inc.**

This Amendment is hereby entered into by and between Kohll's Pharmacy & Homecare Inc., 12759 Q Street, Omaha, NE 68137 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated April 17, 2012, under County Contract No. C-12-0181, for Pharmacy Services for General Assistance, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the contract to add language into section 2, per Attachment A; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the County Contract No. C -12-0181 and stated herein the parties agree as follows:

- 1) The parties hereby amend the contract to add language into section 2, per Attachment A.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

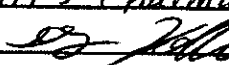
Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Pharmacy Services for General Assistance
Lancaster County
Revision of Payment Terms
Kohll's Pharmacy & Homecare Inc.

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th Street, Suite 200
Lincoln, NE 68508
Or email to: bcrooks@lincoln.ne.gov

| | |
|---------------------------------------|---|
| Company Name: | Kohll's Pharmacy & Homecare, Inc. |
| By: (Please Sign) |  |
| By: (Please Print) | David Kohll |
| Title: | President |
| Company Address: | 12759 Q St Omaha, NE 68137 |
| Company Phone & Fax: | P 402-895-6812 F 402-895-7655 |
| E-Mail Address: | dkohll@kohlls.com |
| Date: | 11/20/17 |
| Contact Person for: Orders or Service | David Kohll |
| Contact Phone Number: | 402-973-1901 |

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements
Pharmacy Services for General Assistance
Lancaster County
Revision of Payment Terms
Kohl's Pharmacy & Homecare Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

8. Before Contractor processes any prescription for a General Assistance client (“Client”) pursuant to this Contract, Contractor shall first receive a written prescription or written prescription authorization from the County’s contracted General Assistance medical provider. General Assistance will provide to Contractor daily electronic notification of Clients who become ineligible for General Assistance.
 - 8.1 Contractor shall use PDMI as its Pharmacy Benefit Manager in fulfilling its duties related to the 340B Drug Pricing Program offered through the U.S. Department of Health and Human Services (“340B”) pursuant to this Contract. The County’s contracted General Assistance medical provider shall be responsible for maintaining the PDMI eligibility file.
 - 8.2 If the Client and the Client’s prescription are not eligible for 340B according to the PDMI eligibility file, the prescription shall be dispensed under and subject to the other provisions of this Contract.
 - 8.3 If the Client and the Client’s prescription are eligible for 340B according to the PDMI eligibility file, Contractor shall dispense the prescription under and subject to the following provisions.
 - 8.3.1 Upon dispensing the prescription, Contractor shall submit its usual and customary prices to PDMI for processing.
 - 8.3.2 Upon receipt of the PDMI dispensing report from the County’s contracted General Assistance medical provider, Contractor shall invoice the County pursuant to the invoicing provisions of this Contract, including the fees due pursuant to the PDMI dispensing report. County shall pay the invoice pursuant to the payment provisions of this Contract.
 - 8.2.2.1 For purposes of the dispensing report invoiced to County by Contractor, the dispensing fee per prescription shall not exceed eighteen dollars (\$18.00).
 - 8.3.3 As of the date of this Amendment, the County’s contracted General Assistance medical provider is People’s Health Center, with a place of business at 1021 N. 27th Street, Lincoln, Nebraska 68503. County shall notify Contractor in writing of any changes in the County’s contracted General Assistance medical provider.
 - 8.3.4 Notwithstanding other provisions of this Contract regarding reimbursement for retroactive Medicaid patient eligibility, Contractor shall not reimburse County for medications distributed through 340B.

8.4 Contractor shall refill prescriptions at 340B pricing at no cost to the County for any individual:

8.4.1 Who is no longer a Client;

8.4.2 Who was a Client at the time that individual's initial prescription was written or authorized by County's contracted General Assistance medical provider; and

8.4.3 Whose initial prescription was authorized for a refill.

If Contractor refills an individual's prescription pursuant to this Paragraph 8.4 ("Former Client Refill"), Contractor may submit documentation of the Former Client Refill to General Assistance, who may pay the Contractor for the Former Client Refill at the 340B rate if the Contractor's documentation establishes that the County's electronic notification of Client ineligibility pursuant to Paragraph 8 of this Contract incorrectly reflected the individual's eligibility status at the time of the Former Client Refill. Provided: County shall pay Contractor for no more than one (1) Former Client Refill per Client.