

AMENDMENT

This Amendment is entered into this 20 day of November, 2017, by and between People's Health Center, with a place of business at 1021 N. 27th Street, Lincoln, Nebraska 68503, hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." Collectively the County and the Contractor may be referred to as "Parties", and individually each may be referred to as a "Party".

WHEREAS, on June 27, 2017, the County and People's Health Center as Contractor entered into an Agreement pursuant to County Contract No. C-17-0458 for the provision of primary medical care and related healthcare services for Lancaster County General Assistance (GA) clients; and

WHEREAS, the Parties wish to amend the Agreement to provide for the availability of the 340B Drug Pricing Program to GA clients;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, it is agreed between the Parties as follows:

1) Section 6.G of the Agreement is hereby replaced with the following:

G. With respect to prescriptions and durable medical equipment (DME) for GA clients:

I. Except as provided in Section 6)G)II of this Agreement, Contractor will refer all GA clients who require a prescription(s) and/or DME to the pharmacy currently under contract with Lancaster County to provide pharmaceuticals and DMEs to GA clients ("the Pharmacy"). Kohll's Pharmacy, with its place of business at 800 North 27th Street, Lincoln, Nebraska, 68503, and a business phone number of (402) 476-3341, currently is the Pharmacy for purposes of this Agreement. GA will provide written notice to Contractor of any changes in the identity of the Pharmacy.

II. Contractor shall facilitate the provision of branded prescriptions to GA clients through Contractor's established 340B Drug Pricing Program offered through the U.S. Department of Health and Human Services ("340B"). Contractor shall use Pharmacy Data Management, Inc., ("PDMI") as its Pharmacy Benefit Manager in fulfilling its duties related to 340B pursuant to this Agreement. Contractor shall review each Client's eligibility to have that Client's prescription fulfilled through 340B.

a. If the GA client and the GA client's prescription are eligible for 340B, Contractor will send the eligibility file to PDMI. For purposes of this Agreement, all prescriptions will be filled at the Pharmacy.

b. Upon receipt of the PDMI dispensing report invoice, Contractor shall forward the invoice to the Pharmacy.

c. Upon receipt of the wholesaler invoice, Contractor shall invoice the County pursuant to the invoicing provisions of this Agreement for costs due pursuant to the wholesaler invoice for 340B prescriptions provided to GA clients pursuant to this Agreement. County shall pay Contractor amounts due pursuant to the wholesaler invoice pursuant to the payment provisions of this Agreement.

d. This Section 6)G.II of the Agreement applies only to branded prescriptions covered through the 340B program. All generic prescriptions will be processed through the Pharmacy as provided above in Section 6)G.I of this Agreement.

e. If Client and Client's prescription are not eligible for 340B, the prescription shall be processed through the Pharmacy as provided above in Section 6)G.I of this Agreement.

f. Notwithstanding other provisions of this Agreement regarding reimbursement for retroactive Medicaid patient eligibility, Contractor shall not reimburse County for medications distributed through 340B.

- 2) All other terms of the Agreement, 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.

EXECUTED this _____ day of _____, 2017, by Contractor.

BY: Brad L. Meyer

NAME: Brad L. Meyer

TITLE: Chief Executive Officer

EXECUTED this _____ day of _____, 2017, by County.

BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney

