

## FIRST AMENDMENT

This First Amendment to the Contract (“First Amendment”) is entered into by and between COUNTY OF LANCASTER, NEBRASKA, a county and political subdivision of the State of Nebraska, hereinafter referred to as “County”, and BLUESTEM HEALTH, a Nebraska nonprofit corporation, hereinafter referred to as “Contractor”.

WHEREAS, the County and the Contractor entered into a Contract executed by the County on July 3, 2018, under County Contract No. C-18-0366 (“Contract”) for the primary medical care and related healthcare services for Lancaster County General Assistance clients; and

WHEREAS, pursuant to the Contract the County contracted with Contractor for the services of a Patient Support Specialist in an amount not to exceed \$17,000 per Fiscal Year; and

WHEREAS, the County and Contractor desire to reallocate the cost of those services towards reimbursing Contractor for certain administrative costs associated with the 340B Drug Pricing Program offered through the U.S. Department of Health and Human Services and administered through the Contractor pursuant to the Contract;

NOW THEREFORE, in consideration of the mutual covenants contained in the Contract and hereinafter, it is agreed by and between the County and the Contractor as follows:

1. The Contract shall be amended by deleting:
  - a. Paragraph 6.E of the Contract; and
  - b. Paragraph 9.A.II.f.iv of the Contract.
2. The Contract shall be amended by inserting the following language as Paragraph 9.A.II.m of the Contract:
  - m. Notwithstanding the provisions of Paragraph 9.A.II.l, costs of administrative oversight of the provision of 340B eligible prescriptions prescribed by an outside specialist to GA clients who were referred to that outside specialist by one of Contractor’s providers, in an amount not to exceed \$20 per such prescription. Invoicing for the costs of such administrative oversight of the provision of such prescriptions shall not exceed \$7,500 per Fiscal Year.
3. The Contract shall be amended by replacing the language in Paragraph 1 of the Agreement with the following language:
  - 1) Term: The Initial Term of this Agreement shall be from July 1, 2018, through June 30, 2021. Following the conclusion of the Initial Term, the Parties

may renew this Agreement for a Renewal Term by mutual written agreement. Together the Initial Term and any Renewal Term shall constitute the Term of this Agreement.

4. All other terms of the Contract, not in conflict with this First Amendment, shall remain in full force and effect.

The County and the Contractor do hereby agree to all the terms and conditions of this First Amendment. This First Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns, and shall be effective upon execution by both parties.

EXECUTED by Contractor this 9 day of August, 2019.

By: Brad L. Meyer  
Brad L. Meyer, Chief Executive Officer,  
Bluestem Health

EXECUTED by County this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

COUNTY OF LANCASTER, NEBRASKA  
A Political Subdivision, Sponsor

By: \_\_\_\_\_  
for Pat Condon  
Lancaster County Attorney

By: \_\_\_\_\_  
Roma Amundson, Chair  
Lancaster County Board of County  
Commissioners