

**AMENDMENT NO. 1 TO  
340B CONTRACT PHARMACY SERVICES AGREEMENT**

This Amendment No. 1 to the 340B Contract Pharmacy Services Agreement (“**Amendment No. 1**”), made and entered into by and between County of Tulare (“**Covered Entity**”) and Walgreen Co. (“**Walgreens**”), is effective July 1, 2020 (“**Amendment No. 1 Effective Date**”).

**1. RECITALS**

- 1.1 The parties have executed a 340B Contract Pharmacy Services Agreement effective October 1, 2017 (“**Agreement**”).
- 1.2 The parties wish to amend the Agreement effective as of the Amendment No. 1 Effective Date.
- 1.3 Pursuant to Section 8.7 of the Agreement and in consideration of the mutual promises contained herein, the parties hereby agree as follows:

**2. AMENDED TERMS**

- 2.1 Section 1 of Exhibit A of the Agreement is deleted in its entirety and replaced with the following:

1. *Self-Pay Patients*. For those *Eligible Patients* whose prescriptions are not reimbursable by a Private Insurer, Walgreens shall be reimbursed the following amounts:

- 1.1 *\$0.50 administrative fee for the Inventory Maintenance Services (“Self-Pay Administrative Fee”); and*
- 1.2 *\$15.00 dispensing fee for the 340B Pharmacy Services (“Self-Pay Dispensing Fee”).*

*At the time of dispensing, Walgreens shall collect from the Eligible Patient the patient responsibility amount (“Self-Pay Co-Pay”) in accordance with Covered Entity’s 340B Drug Program benefit design or as may be communicated to Walgreens via the Authorization, and which such amount may include the price for the 340B Drug as set forth in the Price File and, if applicable, the assessment amount determined by Covered Entity for the operation of the 340B Drug Program at Covered Entity and communicated to the Eligible Patient by Walgreens (“Covered Entity Assessment”). The Self-Pay Administrative Fee and the Self-Pay Dispensing Fee shall collectively be referred to as the “Self-Pay Fees.” If the Self-Pay Fees exceed the Self-Pay Co-Pay, Walgreens shall invoice Covered Entity in accordance with Article 5 for any remaining amounts due Walgreens. If the Self-Pay Fees are less than the Self-Pay Co-Pay, upon determination by Walgreens that Covered Entity is otherwise current in its payment obligations to Walgreens, Walgreens shall, in accordance with Article 5, remit to Covered Entity the difference between the Self-Pay Co-Pay and the Self-Pay Fees. Notwithstanding the foregoing, if at the time of dispensing Walgreens determines the Usual and Customary Charge is equal to or less than the total of the Self-Pay Administrative Fee, Self-Pay Dispensing Fee, Covered Entity Assessment, and the price for the 340B Drug as set forth in the Price File, such drug shall be considered a Non-Eligible 340B Drug and Walgreens shall charge the Eligible Patient the Usual and Customary Charge.*

Covered Entity directs Walgreens to collect the Covered Entity Assessment on Covered Entity's behalf. The Covered Entity Assessment amount may vary based on a tiered schedule of fees established by Covered Entity. Walgreens will collect the amount indicated on the schedule and as communicated by Covered Entity. Covered Entity represents and warrants the Covered Entity Assessment is intended to support the operations of the 340B Drug Program at Covered Entity. Covered Entity further agrees that if a Patient not covered by a Private Insurer is unable to pay the total of the Self-Pay Administrative Fee, Self-Pay Dispensing Fee, Covered Entity Assessment and Drug Price at the time of dispensing by Walgreens, Walgreens may withhold dispensing of the 340B Drug. Covered Entity agrees to indemnify, defend, and hold harmless Walgreens from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorneys' fees, which may arise out of or are a result of: (i) Walgreens withholding dispensing to Eligible Patients not covered by a Private Insurer who refuse to pay Walgreens the Self-Pay Copay, regardless of the reason for non-payment; or (ii) the Covered Entity Assessment. This obligation to indemnify Walgreens shall survive termination of this Agreement regardless of the reason for termination.

2.2 Exhibit B to the Agreement is deleted in its entirety and replaced with a new Exhibit B, which is attached hereto and incorporated herein by reference.

2.3 The parties restate all other provisions of the Agreement and agree that all such provisions remain in effect.

**IN WITNESS WHEREOF**, Covered Entity and Walgreens have executed and delivered this Amendment No. 1 by their representatives duly authorized.

COUNTY OF TULARE

WALGREEN CO.

By: \_\_\_\_\_

By: \_\_\_\_\_



Digitally signed by Scott A Schuler  
Date: 2020.05.22 09:59:30 -05'00'

Name: \_\_\_\_\_

Name: Scott A. Schuler

Title: \_\_\_\_\_

Title: Group Vice President, Rx Contracting, Pricing and Operations

Date: \_\_\_\_\_

Date: 05/22/2020

Approve As To Form:  
County Counsel

By: Ameet Nagra  
Deputy 6/9/2020

Approval:  
Kathleen Dee Duran  
Legal

Matter No: 20191745

**Exhibit B**  
**Retail Pharmacy Locations**  
**Effective July 1, 2020**

<b>NO.</b>	<b>LOCATION NO.</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
1	3476	100 W WALNUT AVE	VISALIA	CA	93277
2	6298	49 W TULARE AVE	TULARE	CA	93274
3	6683	5328 W CYPRESS AVE	VISALIA	CA	93277
4	10002	1418 E PROSPERITY AVE	TULARE	CA	93274
5	10201	170 W EL MONTE WAY	DINUBA	CA	93618
6	11407	3010 N DEMAREE ST	VISALIA	CA	93291
7	16382	2323 16TH ST	BAKERSFIELD	CA	93301