

FIRST AMENDMENT TO THE PHARMACY SERVICE AGREEMENT

THIS FIRST AMENDMENT (the "First Amendment") is made and entered into on July 28, 2020 (the "First Amendment Effective Date"), by and between the County of San Bernardino on behalf of Arrowhead Regional Medical Center ("HOSPITAL"), and Comprehensive Pharmacy Services, LLC, ("CPS"), to amend that certain Pharmacy Services Agreement, dated July 1, 2018, entered into by and between HOSPITAL and CPS (the "Agreement"). HOSPITAL and CPS may be referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein which are not defined shall have the meanings given to them in the Agreement.

RECITALS

WHEREAS, pursuant to the Agreement, CPS supervises and manages the operation of HOSPITAL's pharmacy services and facilities as required;

WHEREAS, HOSPITAL currently is or will be operating one or more temporary limited healthcare services location(s) (hereinafter known as "Alternate Care Site(s)"), as defined and described in Exhibit A to this First Amendment; and

WHEREAS, the Parties desire to amend the Agreement as set forth in this First Amendment to provide for pharmacy staffing services at the Alternate Care Site(s) locations.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CPS and HOSPITAL hereby agree to amend the Agreement as follows:

AGREEMENT

1. Exhibit A attached to this First Amendment is attached to and incorporated into the Agreement. Exhibit A sets out the salary, wages and benefits and other conditions for the addition of pharmacy personnel as required to provide Pharmacy Services at the Alternate Care Site(s), both of which are defined in Exhibit A.
2. The Parties hereby agree that the Agreement in all other respects remains in full force and effect and is affirmed as originally written.
3. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same document. The parties shall be entitled to sign and transmit an electronic signature of this First Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name the signatory represents. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed First Amendment upon request.

IN WITNESS WHEREOF, CPS and HOSPITAL, through their respective duly authorized and acting representatives, have executed and delivered this Amendment to be effective as of the date first set forth above.

**County of San Bernardino on behalf of
Arrowhead Regional Medical Center**

By: _____

Name: _____

Title: _____

Comprehensive Pharmacy Services, Inc.

By:  _____
Jeffrey Foreman (Jul 20, 2020 14:16 EDT)

Name: Jeffrey D. Foreman

Title: Group President

Exhibit A

Alternate Care Site Pharmacy Services Project

1. Definitions.

For purposes of this Exhibit A and the First Amendment,

- A. "Alternate Care Site(s)" is defined as the facility(ies) located in San Bernardino County, which was created by the County of San Bernardino and/or the HOSPITAL as a result of the public health emergency declared by the State of California on March 4, 2020, as a result of the COVID-19 pandemic, and which may provide general, low-level care for mildly to moderately symptomatic COVID-19 patients, low level care for persons under investigation for COVID-19, and/or low level care for non-COVID-19 patients.
 - B. "Pharmacy Services" shall include dispensing, without limitation, all drugs, medications, injectables, chemicals, or other pharmaceutical supplies or preparations, as may be necessary or required by HOSPITAL in order to meet routine or emergency needs of its patients, including emergency room patients, inpatients, and outpatients, where applicable, and staffing of the Alternate Care Site(s) with the services of one or more (where applicable and requested by HOSPITAL) pharmacists and pharmacy technicians (collectively, "Temporary Staff") during all hours of operation of the Alternate Care Site (s).
- 2. Term.** This Alternate Care Site(s) Pharmacy Services Project (the "Project") as set forth herein and in the First Amendment shall commence on a date mutually agreed to between the parties, and shall continue until the termination of the Agreement, unless the First Amendment is terminated earlier in accordance with the termination provision in Section 3 of this Exhibit A. If the Agreement is amended to extend the term of the Agreement ("Extension Amendment"), the First Amendment will be terminated as of the effective date of the Extension Amendment, unless the Extension Amendment also provides for an extension of the term of the First Amendment.
- 3. Termination.** Either party may terminate the First Amendment, for any reason, with thirty (30) day written notice of termination. Upon such termination, payment will be made to the CPS for services rendered and actual travel expenses reasonably incurred prior to the effective date of termination.
- 4. Ownership of Documents.** All records and files concerning patients at the Alternate Care Site(s), including without limitation, documents relating to the provision of all drugs, medications, injectables, chemicals, or other pharmaceutical supplies or preparations for patients at the Alternate Care Site(s), including those prepared or generated by CPS or Temporary Staff, shall belong to and remain the property of HOSPITAL.
- 5. Scope of Project.** CPS shall provide Pharmacy Services and Temporary Staff to HOSPITAL at the Alternate Care Site(s) in accordance with this Exhibit A.
- 6. HOSPITAL Responsibilities.** HOSPITAL shall have the same responsibilities for the operation of the Alternate Care Site(s), as specified in the pertinent provisions of Section 3 of the Agreement.
- 7. CPS Responsibilities.** CPS shall have the same responsibilities for the operation of the pharmacy at the Alternate Care Site(s), as specified in the pertinent provisions of Section 2 of the Agreement.
- 8. Temporary Staff.**
- A. Compensation: CPS shall pay all salaries, wages, and all fringe benefits, including, without limitation, any employer contribution of Social Security, Medicare, and other employment taxes, unemployment compensation, workers' compensation, and group benefit insurance premiums, of the Temporary Staff at the Alternate Care Site(s). To the extent that CPS utilizes a temporary staffing agency to supply the Alternate Care Site(s) with Temporary Staff, CPS shall ensure that such temporary staffing agency pay, if applicable, all salaries, wages, and all fringe benefits, including, without limitation, any employer contribution of Social Security, Medicare, and other

employment taxes, unemployment compensation, workers' compensation, and group benefit insurance premiums for the Temporary Staff.

- B. Licenses, Permits, and Certifications: CPS shall ensure that all Temporary Staff have and will maintain for the term of the First Amendment all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations, to provide their services under this Exhibit A.
- C. Healthcare Conviction, Investigations, Exclusions, and Debarment: CPS shall ensure that none of the Temporary Staff at the Alternate Care Site(s) has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state health care program, including Medicare and Medicaid. CPS shall further ensure that no proceedings or investigations are currently pending or to CPS' knowledge threatened by any state or federal agency seeking to exclude any Temporary Staff from such programs or to sanction any Temporary Staff for any violation of any rule or regulation of such programs. CPS agrees to promptly notify HOSPITAL in writing of any threatened, proposed, or actual conviction or exclusion of any Temporary Staff from any federal or state funded health care programs, including Medicare and Medicaid, or any investigations that could lead to a conviction or exclusion. CPS also agrees to replace any Temporary Staff that has been or becomes subject to any investigations, criminal actions, convictions, debarment, or exclusion from any state or federally funded programs.
- D. HOSPITAL Policies and Procedures: CPS shall ensure that all Temporary Staff observe all policies, procedures, rules and regulations of the HOSPITAL relating to the Alternate Care Site(s). CPS will replace any Temporary Staff determined by HOSPITAL to be in violation of any HOSPITAL policies, procedures, rules and regulations. Any such replacement must be approved by HOSPITAL.
- E. Privacy of Patients: CPS shall ensure that it has entered into written agreements with all Temporary Staff requiring all such individuals to keep confidential under HIPAA all patient, physician, medical, and other private and proprietary information provided to them for performance of their duties at the Alternate Care Site(s) and shall not release or disclose such information to others not specifically and formally approved by HOSPITAL.

9. Compensation of CPS for Pharmacy Services at Alternate Care Site:

- A. HOSPITAL shall reimburse CPS for the salary, wages and benefits for the Temporary Staff at the Alternate Care Site(s) at the following rates:
 - (i) Pharmacist services shall be billed at an average rate of \$157.26 per hour.
 - (ii) Pharmacy technician services shall be billed at an average rate of \$68.00 per hour.

Temporary Staff time is billable only for the actual time that Temporary Staff is on the premises at the Alternate Care Site(s) and performing Pharmacy Services.

- B. HOSPITAL shall reimburse CPS for the actual travel expenses (e.g., parking, gas, tolls) of the Temporary Staff and any other CPS personnel required to perform the Pharmacy Services at the Alternate Care Site. Notwithstanding the foregoing, prior written approval from HOSPITAL is required before CPS or any Temporary Staff incurs any travel expenses related to airfare, hotel, or car rental. Any such expenses incurred without prior written approval of HOSPITAL will not be reimbursed.
- C. CPS shall invoice HOSPITAL on a monthly basis for all Pharmacy Services actually rendered at the Alternate Care Site(s) and any actual travel expenses incurred during the month in accordance with this Exhibit A. The invoices shall be issued with a net thirty (30) day payment term with corresponding Purchase Order number (where applicable) stated on the invoice. All invoices shall be sent to the following:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324

Attn: Wesley Toh

- D. HOSPITAL shall pay the invoice within thirty (30) days of receipt of invoice, or thirty days (30) days after resolution of any billing dispute, where applicable.
- E. The parties agree that the compensation set forth in this Exhibit A is inclusive of all compensation that CPS will be paid by HOSPITAL for the provision of Pharmacy Services and Temporary Staff at the Alternate Care Site(s) and that no other compensation, described in the Agreement, will be paid to CPS for Pharmacy Services and Temporary Staff at the Alternative Care Site(s).