

**AMENDMENT NO 2. TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MARINER ADVANCED PHARMACY CORP**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mariner Advanced Pharmacy Corp, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for compounded prescription services on October 1, 2019, for the term of October 1, 2019 through January 31, 2020, in an amount not to exceed \$100,000; and

WHEREAS, the parties amended the agreement on October 10, 2019, in order to add the Contractor as a 340B service provider; and

WHEREAS, the parties wish to further amend the Agreement to extend the term through September 30, 2020 and to increase the maximum amount payable by \$400,000, to an amount not to exceed \$500,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Section 6.1 of the agreement is amended in its entirety to read as follows:

The term of the Agreement shall commence on the Effective Date and end on September 30, 2020 (the "Initial Term"). At the end of the Initial Term and each subsequent renewal term, if any, this Agreement may be renewed for an additional term of one (1) year, but only upon the written agreement of PHARMACY and COUNTY. In the event the parties continue to abide by the terms of the Agreement after the expiration of the Initial Term or any renewal term without having agreed in writing to renew this Agreement, the term of this Agreement shall continue on a month to month basis thereafter and may be terminated by either party on thirty (30) days' written notice to the other party.

2. Section 11.15, Pricing., of the agreement is amended to read as follows:

Pricing. COUNTY shall pay PHARMACY fees and costs as provided in this Agreement and Fee Schedule set forth in Exhibit A. In no event shall total payment for services under this Agreement exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Mariner Advanced Pharmacy Corp


Contractor Signature

10/11/2019
Date

HENRY TRUONG
Contractor Name (please print)

COUNTY OF SAN MATEO



**Mariner Advanced
Pharmacy Corp.**
43 E. 3RD AVE
SAN MATEO, CA 94401
(650) 579-5678

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board