

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DIAMOND PHARMACY SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2008, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DIAMOND PHARMACY SERVICES, 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/Agency thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for the Health Department, Correctional Health Division; and

WHEREAS, the parties entered into an Agreement for pharmaceutical services on July 1, 2005; and

WHEREAS, the parties wish to amend the Agreement to add \$1,647,333 for a new obligation of \$4,360,333 and to extend the term to June 30, 2010.

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

1. Section 3 -Payments, of the agreement is amended to read as follows:

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total payment for services under this Agreement exceed \$4,360,333 (FOUR MILLION THREE HUNDRED SIXTY THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS).

2. Section 4- Term and Termination, of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 to June 30, 2010.

This Agreement may be terminated by Contractor, the Director of Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Original Exhibit B Section 2 is replaced with Revised Exhibit B Section 2, to read as follows:

2. The maximum allowable of this five (5) year contract shall be \$4,360,333 (FOUR MILLION THREE HUNDRED SIXTY THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS).

4. Compliance with Contractor Employee Jury Service Ordinance below is hereby added:

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

5. All other terms and conditions of the agreement dated June 28, 2005, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Diamond Pharmacy Services

Contractor's Signature

Date: _____