

## **SECOND AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT**

This Second Amendment (“**Second Amendment**”) to the Administrative Services Agreement (“**Agreement**”) is entered into and effective July 1, 2022, by 340B Holdings, LLC (“**SUNRx**”), a Delaware limited liability company located at 10181 Scripps Gateway Ct., San Diego, CA 92131, and Santa Barbara County Public Health Department (“**Eligible Entity**”), a local government organized under the laws of the State of California, whose principal place of business is located at 300 N. San Antonio Road, Santa Barbara, CA 93110 (each a “Party” and collectively the “Parties”).

**WHEREAS**, Eligible Entity and SUNRx entered into the Agreement on January 29, 2019, whereby the Eligible Entity receives certain prescription drug administrative services from SUNRx; and

**WHEREAS**, Eligible Entity and SUNRx amended the Agreement on July 1, 2021 extending the Term to June 30, 2022; and

**WHEREAS**, SUNRx and Eligible Entity now wish to amend the Agreement once again to extend the Term to June 30, 2023;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and intending to be legally bound, the Parties agree as follows:

1. **Incorporation.** Except as otherwise stated in this Second Amendment, all terms and provisions of the Agreement and First Amendment are hereby incorporated into this Second Amendment, as if fully restated herein. In the event that the terms of this Second Amendment conflict with the terms of the Agreement or First Amendment, the terms of this Second Amendment shall govern. All capitalized terms in this Amendment, not specifically defined herein, shall have the meaning of such terms as defined in the Agreement.

2. **Section 5.1 “Term” set forth in the Agreement and First Amendment shall be deleted and replaced in its entirety by the following:**

5.1. **Term.** Upon the Effective Date, the Term of the Agreement shall continue until **June 30, 2023**.

3. **Section 1.1.3 is deleted and replaced in its entirety as follows:**

1.1.3. The Network Rate. The Network Rate shall be the rate, as modified from time to time by the MedImpact and SUNRx based on prevailing market conditions, which SUNRx, in connection with MedImpact, makes available to uninsured or cash Patients of the Eligible Entity to purchase non-340B Covered Drugs from participating Contract Pharmacies. The current prevailing Network Rate will be made available to Eligible Entity upon written request.

4. **Section 1.14.8 is deleted and replaced in its entirety as follows:**

1.14.8. [reserved; intentionally left blank]

5. **10.17. and its subsections (10.17.1 through 10.17.7) are deleted in entirety.**

6. **Headings.** The headings of Sections contained in this Second Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

7. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

[SIGNATURE PAGES TO FOLLOW]

Agreement for services of Independent Contractor between the **County of Santa Barbara** and **340B Holdings, LLC**.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective on July 1, 2022.

COUNTY OF SANTA BARBARA

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Joan Hartmann

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD  
Public Health Director

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By: \_\_\_\_\_  
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **340B Holdings, LLC**.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective on July 1, 2022.

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

Name: Mary Van Hoozer, VP Sales & Account Management

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