

**Amendment No. 1**  
**To**  
**Standard Agreement**  
**by and between**  
**County of Monterey and NEC Networks, LLC d/b/a CaptureRx**

This Amendment No. 1 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and NEC Networks, LLC d/b/a CaptureRx, hereinafter referred to as “CONTRACTOR”.

RECITALS:

**WHEREAS**, on December 1, 2019, the COUNTY and CONTRACTOR have heretofore entered into an Agreement for 340B pharmacy claims identification and reporting services for the term December 1, 2019 through December 31, 2021 and an amount of \$25,000; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the Agreement to increase the total amount of the Agreement by an additional \$72,800 for a new Agreement total of \$97,800 and update the term of the Agreement as specified below.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Section 2.0, PAYMENT PROVISIONS, is amended to increase the total amount payable by County to Contractor by \$72,800, for a combined amount not to exceed \$97,800 for the term of the Agreement.
2. EXHIBIT A- Scope of Services/Payment Provisions, is replaced with AMENDMENT NO. 1 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to AMENDMENT NO. 1 to EXHIBIT A.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the COUNTY on December 1, 2019.
5. The effective date of this Amendment No. 1 is December 1, 2020.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day

NEC Networks, LLC d/b/a CaptureRx  
December 1, 2019 – December 31, 2021  
NTE: \$97,800

and year written below.

**COUNTY OF MONTEREY**

**NEC NETWORKS, LLC D/B/A  
CAPTURERX**

DocuSigned by:  
By: Debra Wilson, Contracts/Purchasing Supervisor  
Contracts/Purchasing Officer

DocuSigned by:  
By: Rodney Hamilton, M.D.  
CF153C93DEC14F6...

Date: 1/21/2021 | 2:16 PM PST

Name: Rodney Hamilton, M.D.

DocuSigned by:  
By: Elsa Jimenez  
Elsa Jimenez, Director of Health  
Department of Health

Title: Interim President

Date: 1/13/2021 | 2:27 PM CST

Date: 1/21/2021 | 2:13 PM PST

Approved as to Legal Form:

DocuSigned by:  
By: Stacy Saetta  
Stacy L. Saetta, Deputy County Counsel

DocuSigned by:  
By: David Gajeski  
F90B087ADC9540D...

Date: 1/20/2021 | 12:06 PM PST

Name: David Gajeski

Approved as to Fiscal Provisions:

DocuSigned by:  
By: Gary Giboney  
Auditor/Controller

Title: Vice President

Date: 1/13/2021 | 12:32 PM PST

Date: 1/20/2021 | 12:21 PM PST

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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<sup>1</sup>Approval by County Counsel is required <sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

NEC Networks, LLC d/b/a CaptureRx  
December 1, 2019 – December 31, 2021  
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**AMENDMENT NO. 1 TO  
EXHIBIT A - Scope of Services / Payment Provisions**

**For  
Standard Agreement  
by and between  
County of Monterey and NEC Networks, LLC d/b/a CaptureRx**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Identification of 340B contract pharmacy claims, claims re-classification of incorrectly flagged claims and claims reporting for County's contract pharmacy claims.

**A.2** CONTRACTOR and County shall deliver the following by the dates indicated below:

<b>TASK</b>	<b>FROM</b>	<b>TO</b>	<b>BY DATE</b>
Send 340BX Settlement Invoice	CONTRACTOR	County	By 3 <sup>rd</sup> day of month*
Upload 340BX Safety Net Claims Files	County	CONTRACTOR	10 <sup>th</sup> of month*
Payment of 340BX Settlement Invoice	County	CONTRACTOR's Account	23 <sup>rd</sup> of month*
Send detailed report of Reclassified Safety Net Claims	CONTRACTOR	County	23 <sup>th</sup> of month*
Send detailed report of claim adjustments made to Reclassified Safety Net Claims.	CONTRACTOR	County	23 <sup>th</sup> of month*

\*Or the next business day if this day falls on a weekend or holiday.

**A.3 Claims Data Exchange Process:**

CONTRACTOR shall set up a dedicated Secure File Transfer Protocol (sFTP) site and provide County with the necessary access rights to upload the claims data.

County shall upload 340BX Safety Net Claim files to the dedicated sFTP site.

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CONTRACTOR shall upload designated files and reports referenced in A.2 to the dedicated sFTP site.

Wrap-up Period. Any 340B Approved Claims reclassifications initiated prior to the termination date of this Agreement will still be completed, invoiced appropriately, and County will remain responsible for submitting payment for any 340BX Compliance Fees and Alliance Services Fees tied to those reclassified claims.

CONTRACTOR will remain responsible for sending all reports referenced in table above to County with data collected prior to the termination date of this Agreement.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$97,800 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

County shall pay reclassification fees for any 340B Approved Claim that is reclassified by CONTRACTOR. Payment of these reclassification fees will be on a per paid 340B claim basis. The reclassification fees consist of a 340BX Compliance Fee and an Alliance Services Fee, as set forth below.

<b>340B Claim Type</b>	<b>Fee Breakdown</b>
<p>Drugs dispensed through CONTRACT PHARMACY but claim must be reclassified as 340B retrospectively via 340B Exchange</p>	<p><b>\$5.00 per paid 340B prescription claim</b>                      (\$3.50 340BX Compliance Fee + \$1.50 Alliance Services Fee)</p>

County shall make payment on the monthly invoiced amount by Bank Electronic Transfer (EFT) to CONTRACTOR's bank account in the name of NEC Networks, LLC (for 340B Exchange) at the Bank of San Antonio, or such other account as designated by CONTRACTOR upon written notice to County.

There shall be no travel reimbursement allowed during this Agreement.

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CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTOR'S BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

Mail delivery:

Monterey County Health Department  
Clinic Services Bureau  
1441 Schilling Place – 1<sup>st</sup> Floor  
Salinas, CA 93901  
Attn: ACCOUNTING

Email delivery:

CS\_Finance@co.monterey.ca.us

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.