

BOULDER COUNTY CONTRACT AMENDMENT

AMENDMENT SUMMARY		
This amendment makes changes to the following terms:		
<input checked="" type="checkbox"/> Contract Dates <input checked="" type="checkbox"/> Contract Amount <input type="checkbox"/> Scope of Work and/or Pricing Details		
Contract Identification		
Oracle Contract Number	301512	Version Number 4
Contract Name	Diamond Drugs Inc - BCSO - Inmate Medication	
Amendment Number	3	
Amendment Effective Date	<input checked="" type="radio"/> Upon signature <input type="radio"/>	
Version Description	Amending contract to update annual amount and term for 2025	
County Information		
Office or Department	Sheriff's Office	
Division/Program	Jail	
County Contact Name and Email	Pam Thompson pthompson@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	Diamond Drugs Inc	
Vendor Other Name	Diamond Pharmacy Services; Diamond Medical Supply	<input type="checkbox"/> COI <input checked="" type="checkbox"/> DBA <input checked="" type="checkbox"/> W-9
Vendor Contact Name and Email	Mark Zilner; mzilner@diamondpharmacy.com	
<input checked="" type="checkbox"/> Contract Dates		
New End Date	12/31/2025	
<input checked="" type="checkbox"/> Contract Amount		
Contract Not to Exceed Amount of current Contract plus all signed amendments	\$ 1,250,000.00	
Amendment Amount	\$ 500,000.00	
New Contract Not to Exceed		
New Highest Annual Amount	\$ 500,000.00	
<input type="checkbox"/> Scope of Work and/or Pricing Details		
All changes to scope of work and/or pricing details are contained in Exhibit B.		
Additional Contract Documents		
Check all that apply:		
<input type="checkbox"/> Exhibit A: Insurance Requirements <input type="checkbox"/> Exhibit B: Scope of Work and Pricing Details <input checked="" type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____		

Approved for use September 2024

All changes and modification request must be reviewed by the Boulder County Attorney's Office

County Internal Use Only	
Procurement Details	
Procurement Process Followed Prior to this Amendment	Bid Waiver Approved (attached in supporting documents)
Does this amendment change the procurement process the contract must follow due to an increase in amount or timeframe?	No
Accounting Details	

This AMENDMENT (“Amendment”) to the above-referenced Contract (“Contract”) is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Sheriff’s Office (“County”) and

Diamond Drugs Inc (“Contractor” or “Vendor”). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents**, if any are listed, are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the later of (a) the date it is fully executed by both parties or (b) the **Amendment Effective Date** (if any).

3. LIMITS OF EFFECT

The Contract and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include any **Additional Contract Documents** where the corresponding box is checked above.

The Contract is also modified to the extent that a corresponding box is checked below:

- Contract Dates.** The end date of the Contract is changed to the **New End Date** identified in the Amendment Summary.
- Contract Amount.** The Contract Not to Exceed amount is amended so that the total cost of all work performed under the Contract must not exceed the **New Contract Not to Exceed** identified in the Amendment Summary.
- Scope of Work and/or Pricing Details.** The Scope of Work and/or Pricing details are amended as indicated in Exhibit B and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

5. CONTRACT TERMS. The following terms are added to the Contract to the extent not previously included:

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Contractor is subject to C.R.S. §§ 24-85-101, et seq., C.R.S. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

SIGNED for and on behalf of Board of County Commissioners of Boulder County	SIGNED for and on behalf of
Signature:	Signature: <i>Mark Zilner</i>
Name: Marta Loachamin	Name: Mark Zilner
Title:	Title: President & CEO, Owner
Date:	Date: January 29, 2025
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest Signature:	<i>Initial of EO/DH</i>
Attestor Name: Matthew Ramos	
Attestor Title:	

EXHIBIT C: Boulder County Data and Cyber Security Requirements

Boulder County (County) requires that its business partners comply with the County's data and cyber security standards while under contract with the County. Contractor shall comply with the following requirements:

Personal Identifying Information and Personal Information Responsibilities

Contractors with access to personal identifying information (PII) or personal information (PI) of Colorado residents, including County employees, or County systems with access to that data shall implement and maintain security, consent, and marketing procedures and practices to protect that data in accordance with Colorado privacy statutes, C.R.S. § 24-73-101 *et seq.* Contractor must be willing to attest that it is compliant with Colorado privacy statutes. Legal requirements may differ based on the agreed-upon work ("Products and Services") to be performed.

Purchasing Card Industry (PCI) Compliance

Contractors that perform work related to purchasing cards shall deliver Products and Services to the County in strict compliance with the Payment Card Industry Data Security Standard (PCI-DSS). The design and standard implementation of the Products and Services must not result in the need for the County to implement compensating controls to maintain the County's compliance with the PCI-DSS. Contractors executing payment processing services on behalf of the County must provide County with access to documentation of its Purchasing Card Industry Data Security Standard Attestation of Compliance (PCI-DSS-AOC).

Criminal Justice Information Systems (CJIS)

Contractors with access to state or federally derived background check data or County systems with such access agree to deliver Products and Services that strictly comply with the FBI's CJIS Security Policy. Without limiting Contractor's obligations hereunder, Contractor agrees to cooperate with County procedures for CJIS compliance that may include, but are not necessarily limited to, background checks and fingerprinting. Contractor is responsible for all CJIS compliance requirements.

Health Insurance Portability and Accountability Act (HIPAA)

Contractors that require access to Protected Health Information (PHI) or County systems that contain PHI shall enter into a HIPAA Business Associate Agreement with Boulder County prior to obtaining the necessary access.

Children's Online Privacy Protection Act (COPPA)

Contractors with access to PI about any child(ren) under the age of thirteen (13) or County systems that contain such data shall implement and maintain security, consent, and marketing procedures and practices in accordance Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 *et seq.* See 15 U.S.C. § 6501(8).

Hosted Information Technology Services (Software, Data, or Infrastructure)

Contractors providing hosted information technology services for the County shall provide documentation attesting to their reasonable security procedures, as well as any non-confidential specific industry attestation (such as a SOC2 Type 1 report) documentation. Contractors providing hosted information technology services agree to maintain an incident response practice to protect hosted County resources.

Data Confidentiality and Integrity

Contractors who host or have access to County data shall control for the integrity and confidentiality of that data by implementing logging, access control, least privilege, encryption in transit, and encryption at rest. Any multi-tenant solution shall enforce the strong separation of County data and systems from those of other customers.

Contractors agree to securely delete all County data within their environment within 90 days after the termination of the parties' agreement or the retention period required by law, whichever is longer. Contractors with access to County access control or authenticity mechanisms (passwords, encryption keys, certificates, or application program interface (API) keys) or who generate them on behalf of the County must implement reasonable security practices to protect the confidentiality of that data. Exposure of a County access control or authenticity mechanism must be reported to the County within three (3) business days.

If Contractor becomes aware that the security of any PII or PI may have been compromised, Contractor will, at its expense: (i) notify County in writing of the occurrence immediately; (ii) address the cause of the occurrence to the extent practicable (iii) cooperate with County's efforts to respond to the occurrence, including sharing with County information relevant to the occurrence; and (iv) reimburse the County for expenses incurred due to the occurrence.

Remote Access to County Resources

Contractors seeking external access to the County's technology resources must enter into a separate Connected Partner Agreement with Boulder County prior to obtaining such access.

Federal Tax Information

Contractors with access to Federal Tax Information (FTI) or County systems that contain FTI data agree to deliver Products and Services that strictly comply with Title 45 Code of Federal Regulations (CFR), Parts 302, 303, 307.

Certificate Of Completion

Envelope Id: 3AEFDE45-11F3-4B61-9AEF-CF7E4B37052A
Subject: 2025 301512 Diamond Pharmacy Contract with BCSO 1.29.25
Type of Document:
BOCC Signed Contract
Department/Office: Sheriffs Office
Source Envelope:
Document Pages: 5
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent
Envelope Originator:
Pamela Thompson
2025 14th St
Boulder, CO 80302
pthompson@bouldercounty.org
IP Address: 169.155.149.42

Record Tracking

Status: Original 1/29/2025 6:48:42 AM	Holder: Pamela Thompson pthompson@bouldercounty.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Boulder County	Location: DocuSign

Signer Events

Mark Zilner
mzilner@diamondpharmacy.com
President & CEO, Owner
Security Level: Email, Account Authentication
(None)

Signature


Signature Adoption: Pre-selected Style
Using IP Address: 147.160.171.11

Timestamp

Sent: 1/29/2025 6:54:17 AM
Viewed: 1/29/2025 12:25:30 PM
Signed: 1/29/2025 12:26:23 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Pamela Thompson
pthompson@bouldercounty.org
Paralegal
Sheriff / Operations
Security Level: Email, Account Authentication
(None)

Sent: 1/29/2025 12:26:26 PM
Viewed: 1/30/2025 10:04:05 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Matthew Ramos
38095@bouldercounty.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Marta Loachamin
mloachamin@bouldercounty.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Matthew Ramos
38095@bouldercounty.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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melanie judson

mjudson@bouldercounty.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stenzel, Jacob D

jstenzel@bouldercounty.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sheriff Accounting Group

sheriffaccounting@bouldercounty.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/29/2025 6:54:17 AM
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Payment Events	Status	Timestamps
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