

**AMENDMENT NUMBER FIVE
TO
SERVICE AGREEMENT
BETWEEN
THE COUNTY OF SAN MATEO
AND
SAN MATEO HEALTH COMISSION (HPSM)**

This Fifth Amendment to the Agreement, entered into this ____ day of _____ 2023, by and between the County of San Mateo, hereinafter called "County", San Mateo Health Commission (HPSM), hereinafter called "Contractor".

W I T N E S S E I H:

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

WHEREAS, the parties entered into an Agreement on December 15, 2015, for the purpose of administering Pharmacy benefits provided to Indigent Adults and Medi-Cal Members with Share of Cost for the term of July 1, 2015, through June 30, 2018, in an amount not to exceed TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000.00); and

WHEREAS, on January 8, 2019, our Board approved an amendment to increase the contract maximum by \$1,350,000 to \$4,050,000, and extend the term of the Agreement through December 31, 2019; and

WHEREAS, on February 11, 2020, our Board approved an amendment to increase the contract maximum by \$1,000,000 to \$5,050,000 and extend the term of the Agreement through December 31, 2020; and

WHEREAS, on April 20, 2021, our Board approved an amendment to increase the contract maximum by \$1,000,000 to \$6,050,000, and extend the term of the Agreement through December 31, 2021; and

WHEREAS, on January 11, 2022, our Board approved an amendment to increase the contract maximum by \$1,000,000 to \$7,050,000 and extend the term of the Agreement through December 31, 2022; and

WHEREAS, parties wish to amend the Agreement to increase the contract maximum by \$800,000 to \$7,850,000 and extend the term of the Agreement through December 31, 2023.

NOW, THEREFORE, it is hereby agreed by the Parties hereto as follows:

1. Article 9 – Term and Termination of the Agreement is amended to read as follows:
This Agreement shall become effective on the Effective Date and shall be for a term of eight (8) years and six (6) months, ending December 31, 2023. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring to the effective date of such termination.
2. Exhibit B2 is hereby deleted and replaced with the attached Exhibit B3 hereto.
3. All other terms and conditions of the agreement dated December 15, 2015, between the County and Contractor shall remain in full force and effect. In the event there are any conflicting terms between this Amendment and the Agreement, this Amendment shall control.

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
Date: _____

HPSM



Contractor's Signature
Print Name: Patrick Curran
Date: February 2, 2023

EXHIBIT B3 REIMBURSEMENT

BHRS is fully responsible for the Pharmacy cost incurred under Agreement in so far as they are properly adjudicated and paid by HPSM in accordance with the Benefit Plan for services provided to Eligible Participants as identified on the Eligible Participants List. Reimbursement for these Pharmacy cost shall be provided in accordance with Article 4 of this Agreement.

Total cost for this contract payable by BHRS shall not exceed SEVEN MILLION EIGHT HUNDRED AND FIFTY THOUSAND DOLLARS (\$7,850,000) during the term of the Agreement as outlined below.

July 1, 2015- June 30, 2018 - \$2,700,000
July 1, 2018 - December 31, 2019 - \$1,350,000
Jan 1, 2020 - December 31, 2020 - \$1,000,000
Jan 1, 2021 - December 31, 2021 - \$1,000,000
Jan 1, 2022 - December 31, 2022 - \$1,000,000
Jan 1, 2023 - Decebmer 31, 2023 - \$800,000