

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

This Fourth Amendment to the Agreement, entered into this 1<sup>st</sup> day of January 2022, 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 T 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**, parties wish to amend the Agreement to increase the contract maximum by \$1,000,000 to \$7,050,000 and extend the term of the Agreement through December 31, 2022.

**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 seven (7) years and six (6) months, ending December 31, 2022. 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 B1 is hereby deleted and replaced with the attached Exhibit B2 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: Maya Altman  
Date: November 30, 2021

## **EXHIBIT B2 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 FIFTY THOUSAND DOLLARS (\$7,050,000) 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

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