

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO HEALTH  
COMMISSION (HPSM)**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 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 the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on December 15, 2015 for the purpose of administering the 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 (\$2,700,000).

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, the parties wish to amend the agreement to increase the contract maximum by \$1,000,000 to \$5,050,000, and extend the term of the agreement through December 31, 2020.

**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 four (5) years and six (6) months, ending December 31, 2020, with the understanding that this agreement is, dependent on the availability or lack thereof funding. Termination shall have no effect upon the rights and obligations

of the parties arising out of any transactions occurring prior to the effective date of such termination.

2. Exhibit B is hereby deleted and replaced with Exhibit B1 attached 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 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

HPSM

\_\_\_\_\_  
Contractor's Signature

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

**EXHIBIT "B1"**  
**REIMBURSEMENT**

BHRS is fully responsible for the Pharmacy costs 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 costs shall be provided in accordance with Article 4 of this Agreement.

Total costs for this contract payable by BHRS shall not exceed FIVE MILLION FIFTY THOUSAND DOLLARS (\$5,050,000) during the term of the Agreement.