



**Contract Number**

17-899 A2

**SAP Number**

4400005107

**Department of Risk Management**

<b>Department Contract Representative</b>	Victor Tordesillas
<b>Telephone Number</b>	909-386-8621
<b>Contractor</b>	Matrix Healthcare Services, Inc.
<b>Contractor Representative</b>	Laura Nixon, Account Executive
<b>Telephone Number</b>	1-877-804-4900
<b>Contract Term</b>	12/17/2017 through 12/16/2022
<b>Original Contract Amount</b>	\$4,000,000
<b>Amendment Amount</b>	\$4,000,000
<b>Total Contract Amount</b>	Per Fee Schedule
<b>Cost Center</b>	7310004082 & 7310004104

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**Amendment No. 2 to Contract No 17-899**

**WHEREAS,** COUNTY and Contractor desire to amend and modify the Agreement as follows:

**III. TERM OF CONTRACT,** is replaced with the following:

- A.** The term of the contract awarded will be for the period commencing on December 17, 2017 and ending on December 16, 2020, with option for two (2) one-year extensions, unless terminated earlier as provided within this contract. If contract negotiations for renewals are delayed for reasons beyond control of the Contractor, the contract shall automatically be extended under the same terms and conditions until terminated by written notice by either party or by execution of a new contract.

**Amendment No. 1** will execute the first option for a one-year extension, from December 17, 2020 through December 16, 2021.

**Amendment No. 2** will execute the second option for a one-year extension, from December 17, 2021 through December 16, 2022.

- B.** Notice of Cancellation: The contract may be terminated by any party for any reason upon thirty (30) days written notice.
- C.** This is a non-exclusive contract and the COUNTY may, if necessary, at its sole discretion, retain other and/or additional workers' compensation pharmacy benefit management vendors.

Except as amended herein, no other section of the Agreement is amended and all other terms and conditions remain the same.

**WHEREAS**, San Bernardino County and Contractor are currently complying with shelter at home orders due to Covid-19, this agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

MATRIX HEALTHCARE SERVICES, INC.

(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► \_\_\_\_\_  
Cynthia O'Neill, County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Victor Tordesillas, Interim Director of Risk  
Management

Date \_\_\_\_\_