

Contract	Number
19-48	36A1

## **SAP Number**

## **Human Resources**

**Department Contract Representative** Sandra Wakcher **Telephone Number** (909) 387-5787 Contractor Blue Shield of California Monica Matallana, Major Account **Contractor Representative** Manager **Telephone Number** (818) 228-6145 07/20/2019-07/31/2024 Contract Term Original Contract Amount N/A **Amendment Amount** N/A

## IT IS HEREBY AGREED AS FOLLOWS:

**Cost Center** 

**Total Contract Amount** 

This Amendment No. 1 to Contract No. 19-486, entered into as of May 24, 2022, hereby amends the terms of the Contract between San Bernardino County (County) and Blue Shield of California (Blue Shield) as follows:

1) Section A (Term of Contract) is hereby amended by deleting the first paragraph of said section and inserting the following in lieu thereof:

The term of this Contract, to include Attachments A-H is for a five (5) year period beginning on July 20, 2019 through July 31, 2024 with coverage for active employees from July 20, 2019 through July 26, 2024 and coverage for COBRA participants from August 1, 2019 through July 31, 2024, unless terminated earlier as provided in this section. Notwithstanding that once effective, the Group Health Service Contract will terminate according to their own termination provisions.

N/A

2) Attachment H. Paragraph 6 is hereby amended by deleting the paragraph and inserting the following in lieu thereof:

Blue Shield agrees to the following contributions towards the County's Wellness Program:

Contract Year 1 – July 20, 2019 – July 17, 2020 -- \$500,000

Contract Year 2 – July 18, 2020 – July 30, 2021 -- \$500,000

Contract Year 3 – July 31, 2021 – July 29, 2022 -- \$500,000

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Contract Year 4 – July 30, 2022 – July 28, 2023 -- $500,000
Contract Year 5 – July 29, 2023 – July 26, 2024 -- $500,000
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- a. Funds for the County's Wellness Program for each contract year 2019-2020 through 2023-2024 will be administered as follows: Funds will be allocated at the start of each contract year. Installments will be held by Blue Shield and managed through Blue Shield's internal budget. Blue Shield will provide on a monthly basis and upon request a statement of account for the Wellness Fund budget.
- b. The above funds are committed for both Active & Retiree wellness programs. Funds are to be used for the promotion of health and wellness activities as collaborated and agreed upon between Blue Shield and the San Bernardino County's Wellness Subcommittee. In plan year 2021-22, Blue Shield agreed that the County would apply \$250,000 from the \$500,000 contribution towards lowering the premium rate increases of the active plans. In plan year 2022-23, Blue Shield agrees that the County will apply \$250,000 from the \$500,000 contribution towards lowering the premium rate increases of the active plans.
- c. If the Blue Shield contract terminates at any time during the contract period, no wellness funds shall be available after the effective date of such termination.
- 3) Attachment H. Paragraph 16 is hereby amended by deleting the paragraph and inserting the following in lieu thereof:

Additional \$500,000 Flexible Fund Allowance per year to support the County's Wellness program and access to care efforts from plan year 2019-2020 to plan year 2023-2024. In plan year 2021-22, Blue Shield agreed that the County would apply \$250,000 from the \$500,000 Flexible Fund Allowance towards lowering the premium rate increase of the active plans. In plan year 2022-23, Blue Shield agrees that the County will apply \$250,000 from the \$500,000 Flexible Fund Allowance towards lowering the premium rate increase of the active plans.

4) Section II(D) of Attachment B is hereby amended by deleting the section and inserting the following in lieu thereof:

Employee: An individual who meets one of the following:

- a. is employed by the County and meeting eligibility requirements established in the employee's Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract.
- b. is employed by the County and meeting eligibility requirements established in the employee's Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract, but unable to work due to a federal or state-protected leave of absence.
- c. is employed by a district governed by the County Board of Supervisors or an entity affiliated with the County that has adopted this Plan and meeting eligibility requirements established in the employee's Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract.
- d. has entered into an employment contract with the County or a district governed by the County Board of Supervisors or a government entity affiliated with the County that has adopted this Plan which includes the provision of medical Benefits.
- 5) This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

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6) All other terms and conditions of the Contract remain unchanged.

SAN BERNARDINO COUNTY  BLUE SHIELD OF CA  (Print or type name of cor		LD OF CALIFORNIA	
		(Print or type i	name of corporation, company, contractor, etc.)
<b>F</b>		Ву	
Curt Hagman, Chairman, Board of Super	rvisors	-	(Authorized signature - sign in blue ink)
Dated:		Name	
SIGNED AND CERTIFIED THAT A COP	Y OF THIS		(Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED T	O THE		
CHAIRMAN OF THE BOARD		Title	
Lynna Monell Clerk of the Board of San Bernardino Cour			(Print or Type)
By		Dated:	
Deputy			
		Address _	
			_
FOR COUNTY USE ONLY			
Approved as to Legal Form	Reviewed for Contract C	Compliance	Reviewed/Approved by Department
	▶		▶
, County Counsel	<u> </u>		

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