

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
MATRIX HEALTH CARE SERVICEES, INC., DBA MYMATRIXX  
(WC PROGRAM - MCP SERVICES - PHARMACY BENEFITS MANAGEMENT)**

**1. PARTIES AND DATE.**

This Third Amendment to the Professional Services Agreement (“Amendment”) is made and entered into this 3<sup>RD</sup> day of July, 2024 by and between the City of Corona (“City”) and Matrix Healthcare Services, Inc., DBA myMatrixx (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated April 4, 2018 (“Agreement”), whereby Consultant agreed to provide Pharmacy Benefit Management services for the City’s Self Insured Workers’ Compensation Program.

2.2 Prior Amendments. City and Consultant entered into the prior amendments: (1) that certain First Amendment to the Agreement on January 1, 2021 to extend the term of the Agreement through June 30, 2021; and (2) that certain Second Amendment to the Agreement to retroactively extend the term from July 1, 2021 through June 30, 2024.

2.3 Third Amendment Purpose. City and Consultant desire to amend the Agreement for the third time to take the following actions retroactively to July 1, 2024: (1) extend the term of the Agreement for one year with four optional one-year renewal terms; and (2) to revise the rate schedule provided for in Exhibit “C” (Compensation) to reduce some fees and to modify the way in which the Clinical Pharmacy Program fees are handled.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2025 (“Initial Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Initial Term of this Agreement, and shall meet any other established schedules and deadlines. The City, by and through the City Attorney/Legal and Risk Management Director, has the right to extend the Initial Term of this Agreement, in its sole discretion and

under the same terms and conditions, for four (4) additional one (1) year periods (each a “Renewal Term”). The terms “Initial Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C-3” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Fifty Thousand (\$50,000) per fiscal year (July through June) (“Total Compensation”), without written approval of City’s City Attorney/Legal and Risk Management Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.5 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR THIRD MENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND MATRIX HEALTH CARE SERVICEES, INC., DBA MYMATRIXX  
(WC PROGRAM - MCP SERVICES - PHARMACY BENEFITS MANAGEMENT)**

IN WITNESS WHEREOF, the Parties have entered into this Amendment to Professional Services Agreement as of date noted on the first page.

**CITY OF CORONA**

By: \_\_\_\_\_  
Dean Derleth  
City Attorney

*Attest:* \_\_\_\_\_  
Sylvia Edwards  
City Clerk

**MATRIX HEALTHCARE SERVICES, INC.,**  
a Florida S Corporation DBA myMatrixx

By: \_\_\_\_\_  
Mike Cirillo  
President

## **EXHIBIT “C-3” COMPENSATION**

### **INITIAL TERM - FEES**

For the Initial Term, Consultant shall be paid according to the following fee schedule:

- **No Cost:** The following items are included at no cost:
  - ✓ Pharmacy cards
  - ✓ Formulary management
  - ✓ Automated/customized billing
  - ✓ 24/7/365 customer service
  - ✓ Paper bill review
  - ✓ Web portal access for unlimited users
  - ✓ Pharmacy benefits management services reports
  - ✓ Compliance with State mandated reporting
  - ✓ New program implementation
  - ✓ Training
  
- **Retail Pharmacy Network:** Prescription Fill:  
  
Cost for Brands = AWP – 17% + \$3 dispensing fee  
Cost for Generic = AWP – 80% + \$3 dispensing fee  
  
“AWP” means Average Wholesale Price.
  
- **Mail Service Pharmacy:** Prescription Fill:  
  
Cost for Brands = AWP – 19% + \$1 dispensing fee  
Cost for Generic = AWP – 82% + \$1 dispensing fee  
  
“AWP” means Average Wholesale Price.
  
- **Clinical Pharmacy Program:** CASE RX Program = \$1,200 flat rate  
One Drug Review (including consultation with pharmacist) = \$255 flat rate

### **RENEWAL TERMS – ROUTINE BILL FEE & LIEN DEFENSE FEE COST OF LIVING INCREASES**

If the City elects to implement any of the four (4) optional Renewal Terms provided for in Section 3.1.2 of this Agreement, the Clinical Pharmacy Program flat rates (\$1,200 per hour and \$255 per hour for the Initial Term) shall be subject to adjustment at the beginning of each such implemented Renewal Term. The adjustment shall be equal to the lesser of: (1) two percent (2%); or (2) the change in the Consumer Price Index (all urban consumers; Riverside Area, as determined by the Purchasing Manager) for the most recent twelve (12) month period for which statistics are available. Each adjustment to the Annual Flat Fee shall be documented pursuant to a duly authorized written amendment to this Agreement.

### **REIMBURSABLE EXPENSES**

Consultant shall not be entitled to the payment of any reimbursable expenses. The above fee schedule shall be Consultant's sole compensation or consideration of any kind under this Agreement.