

**SECOND AMENDMENT
2014-2016**

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment (hereafter Second Amended Contract) to the Agreement for Services of Independent Contractor, number **BC 15-183**, is made by and between the **County of Santa Barbara** (County) and **The Medicine Shoppe** (Contractor), for the continued provision of services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

Whereas, County intends to extend the term of the existing contract through the end of Fiscal Year 15-16 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Second Agreement incorporates the terms and conditions approved by the County Board of Supervisors on May 12, 2015 and the First Amended Contract approved by the County Board of Supervisors, on September 22, 2015, except as modified by this Second Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor agree as follows:

I. In Agreement delete Section 4, Term, and Section 19 Termination A.1 and replace with the following:

4. TERM

Contractor shall commence performance on July 1, 2014 and end performance upon completion, but no later than June 30, 2016 unless otherwise directed by County or unless earlier terminated.

19. TERMINATION

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

II. In Exhibit A, Statement of Work, delete Section 1 Performance and replace with the following:

1. **PERFORMANCE.** Contractor agrees to provide the following services, to include but not be limited to:

A. Disbursement of pharmaceuticals, to Santa Barbara County Department of Behavioral Wellness' outpatient clients, upon presentation of a valid pharmaceutical waiver from the County Clinic at the 3605 State Street Pharmacy location and will take place on:

- i. Monday through Friday from 9:30 a.m. - 5:30 p.m.; and
- ii. Saturday from 10:00 a.m. - 1:00 p.m.

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- B. Delivery of medication to the Behavioral Wellness clinic sites, within the larger Santa Barbara/Goleta communities, will take place at least once daily, Monday through Friday from 9:30 a.m. - 5:30 p.m. (Holiday excluded), at no charge; and
- C. Label all pharmacy products in accordance with all applicable laws;
- D. Provide bubble packing of medications as requested and in accordance with applicable Federal and State regulations;
- E. Charge for pharmaceuticals disbursed or delivered in accordance with the Medi-Cal formulary, or the Average Wholesale Prices when Medicaid rates are not applicable;
- F. Check and verify a client's Medi-Cal eligibility status;
- G. Attempt to bill any third party, including Medi-Cal and Medicare for medications and credit County's account for amounts collected;
- H. Contractor shall re-bill Medi-Cal insurance and credit the Santa Barbara County Department of Behavioral Wellness for any eligible retro-active Medi-Cal;
- I. Possess an Electronic Health system that interacts with Behavioral Wellness's eprescribing module RXNT; and
- J. All Behavioral Wellness pharmaceutical purchases are to be billed and paid only through the invoice process (CalCard purchases are not to be accepted.)

III. In Exhibit A, Statement of Work Notification Requirements, delete Section 9.B and D and replace with the following:

- B. Contractor shall immediately notify the County Designated Representative in the event a client with a case file (episode) open to the County presents any of the following client indices: side effects requiring medical attention or observation, and/or behavioral symptoms presenting possible health problems.
- D. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Department of Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 - i. Suspected or actual misappropriation of funds under Contractor's control;
 - ii. Legal suits initiated specific to the Contractor's practice;
 - iii. Initiation of criminal investigation of the Contractor; or
 - iv. HIPAA breach.

III. In Attachment D, Organizational Service Provider Site Certification, delete Section 1.H and I.

IV. In In Attachment F, Federal Provisions, delete Section 3.

V. All other terms remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____
PETER ADAM, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
THE MEDICINE SHOPPE

By: _____

Date: _____

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Manager

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:
DEPARTMENT OF BEHAVIORAL WELLNESS
ALICE GLEGHORN, PH.D.
DIRECTOR

By _____
Director