

## THIRD AMENDMENT

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Third Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 11-016**, by and between the **County of Santa Barbara** (County) and **PharMerica** (Contractor), for the continued provision of Pharmacy Services for the Psychiatric Health Facility.

Whereas, County intends to extend the term of the existing contract through Fiscal Year 12-13 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2010, the First Amendment approved by the County Board of Supervisors in June 2011, the Second Amendment approved by the County Executive Office in June 2012, except as modified by this Third Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

#### **I. Delete Section 4, Term, from Agreement and replace with the following:**

4. **TERM.** Contractor shall commence performance on **July 1, 2012**, and end performance upon completion, but no later than **June 30, 2013**, unless otherwise directed by County or unless earlier terminated.

#### **II. Delete Section 12, Records, Audit and Review, from Agreement and replace with the following:**

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records until such time that the State Department of Health Care Services completes its final audit for the fiscal year(s) covered by this Agreement, or not less than three (3) years from the end of the term of this Agreement, whichever is later. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor.

#### **III. Delete Section 35, Nonappropriation of Funds, from Agreement and replace with the following:**

##### **35. NONAPPROPRIATION OF FUNDS.**

- A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for

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periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

**IV. Delete Section 7, Reports, from Exhibit A, Statement of Work, and replace with the following:**

- 7. **REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Health Care Services. Upon County's request, Contractor shall provide reports as required by County concerning Contractor's activities as they affect the services hereunder.

**V. Delete Section 1, Contractor Services, from Exhibit B, Payment Arrangements, and replace with the following:**

- 1. **CONTRACTOR SERVICES.** For Contractor services to be rendered under this Agreement, Contractor shall be paid at the rate specified in this Exhibit B, with a maximum value not to exceed **\$494000.**

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**SIGNATURE PAGE**

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and PharMerica.

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
DOREEN FARR, CHAIR  
BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

**CONTRACTOR**

By: \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tax Id No 72-1205642.  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By \_\_\_\_\_  
Deputy County Counsel  
Date: \_\_\_\_\_

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

APPROVED AS TO FORM :  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ANN DETRICK, PH.D.  
DIRECTOR

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER

By \_\_\_\_\_  
Director  
Date: \_\_\_\_\_

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

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**CONTRACT SUMMARY PAGE**

**BC 11-016**

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year ..... 12-13  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number ..... N/A  
 D4. Department Name ..... Alcohol, Drug, & Mental Health  
 D5. Contact Person ..... Erin Jeffery  
 D6. Telephone ..... (805) 681-5168

K1. Contract Type (*check one*):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose ..... Pharmacy Services for the  
 K3. Contract Amount ..... \$494000  
 K4. Contract Begin Date ..... 7/1/2012  
 K5. Original Contract End Date ..... 6/30/2011  
 K6. Amendment History .....

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2012	494000		494000	6/30/2013	Renew for FY 12-13

B1. Is this a Board Contract? (*Yes/No*) ..... True  
 B2. Number of Workers Displaced (*if any*) ..... N/A  
 B3. Number of Competitive Bids (*if any*) ..... N/A  
 B4. Lowest Bid Amount (*if bid*) ..... N/A  
 B5. If Board waived bids, show Agenda Date ..... N/A  
 and Agenda Item Number .....  
 B6. Boilerplate Contract Text Unaffected? (*Yes / or cite*) Yes

F1. Encumbrance Transaction Code ..... 1701  
 F2. Current Year Encumbrance Amount ..... \$494000  
 F3. Fund Number ..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*) .....  
 F6. Account Number ..... 7405  
 F7. Cost Center number (*if applicable*) ..... 3500  
 F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID ..... A=011342  
 V2. Payee/Contractor Name ..... PharMerica  
 V3. Mailing Address ..... 1901 Campus Place.  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Louisville, KY 40299  
 V5. Telephone Number ..... 5026277000  
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) ..... 72-1205642  
 V7. Contact Person ..... Larry Litzman Senior VP Accounts  
 V8. Workers Comp Insurance Expiration Date ..... 7/31/2012  
 V9. Liability Insurance Expiration Date[s] ..... GL: 7/31/2012 PL:7/31/2012  
 V10. Professional License Number ..... PHY 48707  
 V11. Verified by (name of county staff) ..... Erin Jeffery  
 V12. Company Type (*Check one*): Individual  Sole Proprietorship  Partnership  Corporation

**I certify** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_