

SECOND AMENDMENT 2015-2018

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 16-214**, by and between the **County of Santa Barbara** (County) and **Hometown LTC Pharmacy, Inc.** (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2016 and the First Amendment approved by the County Board of Supervisors in May 2017, except as modified by this Second Amended Contract;

Whereas, the Contractor will provide a greater number of services than contemplated by the original Agreement and will incur expenses beyond the value of this Agreement, this amendment adds additional funds up to \$240,000 for Fiscal Years 17-18, for a new multiyear Agreement maximum not to exceed **\$990,000**, so as to compensate Contractor for additional services to be rendered under this Agreement.

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

I. In Exhibit B - Financial Provisions, delete Section 1 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 \$6,000 for FY 15-16, \$472,000 for FY 16-17 and \$512,000 for FY 17-18, for a multiyear contract maximum not to exceed **\$990,000**.

II. Delete Exhibit B-1, Schedule of Fees and replace with the following:

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EXHIBIT B-1 SCHEDULE OF FEES

SCHEDULE OF RATES AND CONTRACT MAXIMUM

CRISIS STABILIZATION UNIT PHARMACY SERVICES MULTIYEAR FY 15-18

<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate</u>
Disbursement of Outpatient Pharmaceuticals	Medi-Cal formulary cost or Average Wholesale Prices plus 10%	Medi-Cal formulary cost or Average Wholesale Prices plus 10%
Disbursement of Aftercare Pharmaceuticals	Per client medication	Medi-Cal formulary cost or Average Wholesale Prices plus 10%
E-Kit	Restocking Fee	\$24
Unscheduled deliveries	Hourly	\$16
Pharmacist Consultation	Hourly*	\$79
Pharmacy Technician	Hourly*	\$29
Psychiatric Technician	Hourly*	\$21
FY 15-16 CSU Total (for transfer of services June 15, 2016 through June 30, 2016) not to exceed:		\$6,000
	FY 16-17 CSU Total:	\$92,000
	FY 17-18 CSU Total:	\$92,000
	Multiyear CSU Services not to exceed:	\$190,000

Contractor understands and accepts that in accordance with Exhibits A and B, medication costs will be billed at the Medi-Cal Formulary rates, or Average Wholesale Prices when Medicaid is not applicable.

*Inclusive of all travel fees.

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EXHIBIT B-1 SCHEDULE OF FEES

SCHEDULE OF RATES AND CONTRACT

OUTPATIENT PHARMACY WAIVER PROGRAM NORTH AND WEST COUNTY MULTIYEAR FY 15-18

<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate</u>
Disbursement of Pharmaceuticals	Per client medication charge	Medi-Cal formulary cost or Average wholesale Prices
	FY 16-17 Outpatient Total:	\$25,000
	FY 17-18 Outpatient Total:	\$25,000
	Multiyear Outpatient Services Not to Exceed:	\$50,000
Contractor understands and accepts that in accordance with <u>Exhibits A and B</u> , medication costs will be billed at the Medi-Cal Formulary rates, or Average Wholesale Prices when Medicaid is not applicable.		
Contractor agrees to re-bill Medi-Cal Insurance or third party payor and credit Behavioral Wellness for any eligible retroactive Medi-Cal or third party payor.		

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**EXHIBIT B1
SCHEDULE OF FEES**

SCHEDULE OF RATES AND CONTRACT MAXIMUM

**PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES
MULTIYEAR 15-18**

Type of Service	Billing Increment	Rate
Disbursement of Pharmaceuticals	Per client medication charge	Medi-Cal formulary cost or Average Wholesale Prices plus 10%
E-Kit	Restocking Fee	\$24
Unscheduled deliveries	Hourly	\$16
Pharmacist Consultation	Hourly*	\$79
Pharmacy Technician	Hourly*	\$29
Psychiatric Technician	Hourly*	\$21
FY 16-17 PHF Total:		\$355,000
FY 17-18 PHF Total:		\$395,000
Multiyear PHF Services Not to Exceed:		\$750,000

Contractor understands and accepts that in accordance with Exhibits A and B, medication costs will be billed at the Medi-Cal Formulary rates, or Average Wholesale Prices when Medicaid is not applicable.

Contractor agrees to re-bill Medi-Cal Insurance or third party payor and credit Behavioral Wellness for any eligible retroactive Medi-Cal or third party payor.

*Inclusive of all travel fees.

OVERALL CONTRACT TO INCLUDE	
CSU Services FY 15-16, FY 16-17 and FY 17-18 Not to Exceed	\$190,000
Outpatient Waiver Services FY 16-17 and FY 17-18 Not to Exceed:	\$50,000
PHF Services FY 16-17 and FY 17-18 Not to Exceed	\$750,000
Multiyear FY 15-18 Total Contract Maximum Value Not to Exceed:	\$990,000

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

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Second Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Hometown LTC Pharmacy, Inc.**

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

COUNTY OF SANTA BARBARA:

By: _____

DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

HOMETOWN LTC PHARMACY; INC.

By: _____

Deputy Clerk

Date: _____

By: _____

Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____

Deputy County Counsel

By: _____

Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____

Director

By: _____

Risk Management