

**FIRST AMENDMENT  
2014-2016**

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**This First Amendment** (hereafter First 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 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 and to compensate Contractor for the additional services to be provided during that extended term; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors in May 2015, except as modified by this First Amended Contract.

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

**I. In Agreement Section 4, Term, Delete and Replace with the following:**

**4. TERM**

Contractor shall commence performance on July 1, 2014 and end performance upon completion, but no later than March 31, 2016 unless otherwise directed by County or unless earlier terminated.

**II. Exhibit B 1 Financial Provisions – Schedule of Fees, Delete and Replace with the following:**

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**EXHIBIT B1  
FINANCIAL PROVISIONS  
SCHEDULE OF FEES**

**SCHEDULE OF RATES AND CONTRACT MAXIMUM**

<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
<b>Original Maximum Amount Not to Exceed:</b>		<b>\$200,000</b>
<b>Amendment 1 Additional Authorized Contract Amount:</b>		<b>\$75,000</b>
<b>Total Maximum Contract Amount Not to Exceed:</b>		<b>\$275,000</b>
<p>Contractor understands and accepts that in accordance with <u>Exhibit A</u>, that medication costs will be in accordance with the Medi-Cal Formulary or Average Wholesale Prices when Medicaid rates are not applicable.</p> <p>Contractor agrees to re-bill Medi-Cal Insurance or third party payor and credit ADMHS for any eligible retroactive Medi-Cal or third party payor.</p>		

**III. All other terms remain in full force and effect.**

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First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **The Medicine Shoppe**.

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
JANET WOLF, 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:  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ALICE GLEGHORN, PH.D.  
DIRECTOR

By \_\_\_\_\_  
Director