

## 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:**

**SECOND AMENDMENT 2015-2018****EXHIBIT B-1  
SCHEDULE OF FEES****SCHEDULE OF RATES AND CONTRACT MAXIMUM****CRISIS STABILIZATION UNIT PHARMACY SERVICES  
MULTIYEAR FY 15-18**

<b><u>Type of Service</u></b>	<b><u>Billing Increment</u></b>	<b><u>Rate</u></b>
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
<b>FY 15-16 CSU Total (for transfer of services June 15, 2016 through June 30, 2016) not to exceed:</b>		<b>\$6,000</b>
<b>FY 16-17 CSU Total:</b>		<b>\$92,000</b>
<b>FY 17-18 CSU Total:</b>		<b>\$92,000</b>
<b>Multiyear CSU Services not to exceed:</b>		<b>\$190,000</b>
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.		
*Inclusive of all travel fees.		

## SECOND AMENDMENT 2015-2018

### 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:		<b>\$25,000</b>
FY 17-18 Outpatient Total:		<b>\$25,000</b>
Multiyear Outpatient Services Not to Exceed:		<b>\$50,000</b>
<p>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.</p> <p>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.</p>		

## SECOND AMENDMENT 2015-2018

### EXHIBIT B1 SCHEDULE OF FEES

#### SCHEDULE OF RATES AND CONTRACT MAXIMUM

#### PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES MULTIYEAR 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 plus 10%
E-Kit	Restocking Fee	\$24
Unscheduled deliveries	Hourly	\$16
Pharmacist Consultation	Hourly*	\$79
Pharmacy Technician	Hourly*	\$29
Psychiatric Technician	Hourly*	\$21
<b>FY 16-17 PHF Total:</b>		<b>\$355,000</b>
<b>FY 17-18 PHF Total:</b>		<b>\$395,000</b>
<b>Multiyear PHF Services Not to Exceed:</b>		<b>\$750,000</b>
<p>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.</p> <p>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.</p> <p>*Inclusive of all travel fees.</p>		

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

## **SECOND AMENDMENT 2015-2018**

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

## SECOND AMENDMENT 2015-2018

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