

**FIRST AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS is the First Amended Agreement for Services of Independent Contractor, **BC 20-152**, (hereafter First Amended Agreement), is made by and between the **County of Santa Barbara** (County) and **Vista Pacifica Enterprises** (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 pursuant to the terms, covenants, and conditions referenced herein;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 20-152, on October 13, 2020, for the provisions of mental health services residential treatment for a total Maximum Contract Amount not to exceed \$4,200,000, inclusive of \$1,400,000 per Fiscal Year, for the period July 1, 2020 to June 30, 2023,

WHEREAS, this First Amendment to the Agreement adds Restoration to Competency services and corresponding rates; amends the daily facility rates and rate setting provisions in accordance with AB 1629; allows the County to suspend, delay, or interrupt the services under the Agreement for convenience; updates language for continued compliance with federal and state requirements; reallocates funds between funding sources or programs; allows for rates other than the Per Diem Rates for special circumstances during the term of the Agreement, with no change to the total maximum contract amount not to exceed \$4,200,000, inclusive of \$1,400,000 per fiscal year, for the period July 1, 2020 through June 30, 2023, and otherwise incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors on October 13, 2020, except as modified in this First Amended Agreement.

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

- I. Delete Section 10 (Conflict of Interest) and Subsection B.3 (Timing for Disclosure of Ownership and Controlling Interests) of Section 35 (Mandatory Disclosure) of the Standard Terms and Conditions and replace with the following:**

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

35. MANDATORY DISCLOSURE.

B. Written Disclosures.

3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.

II. Add Section 40 (Domestic Preferences For Procurements) and Section 41 (Suspension For Convenience) to the Standard Terms and Conditions:

40. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

41. SUSPENSION FOR CONVENIENCE.

County's Designated Representative may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

III. Delete Subsection A.1 and Subsection D of Section 1 (Performance); Section 9 (Cultural Competency); and Section 16 (Additional Program Requirements) of Exhibit A-1 General Provisions: MHS and replace with the following:

1. PERFORMANCE.

- A. Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for

amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with, the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness (the Department) and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP referenced in Paragraph 19.D of this Exhibit. Contractor shall comply with the MHP, Contract Number 17-94613, which is incorporated by this reference, until such time as an amended or new MHP Agreement is entered into between the Department and DHCS, which the parties anticipate will be substantially similar to the MHP Agreement, Contract Number 17-94613. Once the amended or new MHP Agreement is received, the parties will review any changes and determine whether the amended or new MHP Agreement require amendments to this Agreement;
- D.** All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Licensing*.

9. CULTURAL COMPETENCE.

- A. Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.

- D. Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.
- G.** Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

16. ADDITIONAL PROGRAM REQUIREMENTS

- A. Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e); 42 C.F.R. § 438.10.)
- B. Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(D)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- C. Maintain Provider Directory.** Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver [mental health] services; the provider directory must be updated at least monthly to include the following information:
 - 1. Provider's name;
 - 2. Provider's business address(es);
 - 3. Telephone number(s);
 - 4. Email address;
 - 5. Website as appropriate;

6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/ modalities provided;
8. Whether the provider accepts new beneficiaries;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;
11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

D. Policy and Procedure # 2.001. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 2.001 Network Adequacy Standards and Monitoring.*

E. Policy and Procedure #3.000. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*

F. Policy and Procedure # 3.004. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 3.004* on advance directives;

G. Policy and Procedure #4.000. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.000 Authorization of Outpatient Specialty Services.*

H. Policy and Procedure #4.008. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials.*

I. Policy and Procedure # 4.012. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 4.012 Contracted Provider Relations.*

J. Policy and Procedure #4.014. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*

K. Policy and Procedure # 5.008. Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 5.008 Mandatory Training.*

L. Policy and Procedure # 8.100. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.100 Mental Health Client Assessment.*

M. Policy and Procedure # 8.101. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.101 Client Treatment Plans.*

N. Policy and Procedure # 8.102. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.102 Mental Health Progress Notes.*

- O. Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- P. Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only offers services to Medi-Cal beneficiaries, Contractor shall maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- Q. Access to Routine Appointments.** Contractor shall provide access to routine appointments. A client's initial appointment with a provider shall occur within ten (10) business days of the request for the appointment. If scheduling the initial appointment as indicated in this subsection is not feasible, Contractor shall give the client the option of contacting the County's Access team again, toll free at (888) 868-1649, to request another provider who may be able to offer the client an initial appointment within ten (10) business days of the request for the same.
- R. Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.
- S. Client Service Plan.** Contractor shall complete a Client Service Plan and assessment for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual <http://countyofsb.org/behavioral-wellness/asset.c/5670>.
- T.** Contractor shall comply with the County's obligations for Physician Incentive Plans, as applicable.

IV. Add Subsection 4 (Restoration to Competency) to Section 2 (Services), Subsection A.iii.b (Augmented) of Exhibit A-2 Statement of Work:MHS - Vista Pacifica Center (Institute for Mental Disease) and Vista Pacifica Convalescent (Skilled Nursing Facility):

- 4. Level D Restoration to Competency.** Level D Restoration to Competency is an intensive program designed to restore residents to competency so that they may stand trial. This program is directed at those with misdemeanor charges who have been deemed incompetent to stand trial with the goal of restoring them to competency as quickly as possible. These residents shall receive daily classes on legal and competency issues as well as individual counseling.
 - a.) The program starts with assessment to determine the degree of competency of the resident. Once the initial assessment is completed and the resident's degree of competency is determined, the resident will attend daily classes with counselors and licensed clinical psychologists aimed at strengthening the resident's understanding on the areas listed below. These classes will include educational discussions, periodic tests to assessment improvement in degree of competency, and mock court role play. These classes and counseling will focus on the following areas:
 - 1) Understanding of their charge(s);
 - 2) Appreciation of penalties;

- 3) Appraisal of available defenses;
- 4) Understanding of the roles of various courtroom personnel;
- 5) Understanding of court procedures;
- 6) Motivation to help themselves in the legal process;
- 7) Appraisal of likely outcomes;
- 8) Planning of legal strategies;
- 9) Ability to cooperate with counsel;
- 10) Capacity to disclose pertinent information to counsel;
- 11) Capacity to testify;
- 12) Capacity to challenge prosecution witnesses;
- 13) Ability to manifest appropriate courtroom behavior; and
- 14) Capacity to cope with incarceration while awaiting trial.

b.) The resident's progress will be monitored by the counselors and the licensed clinical psychologist. Once the resident is able to demonstrate a clear understanding of their legal situation and the capacity to cooperate with counsel and the court system, the resident will be evaluated by Contractor treatment team to determine whether or not they have been restored to competency and are ready to stand trial.

V. Delete Subsection i, of Section III.C Per Diem of Exhibit B Financial Provisions: MHS.

VI. Delete Exhibit B-1 Schedule of Rates and Contract Maximum: MHS and replace with the following:

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM FY 20-21
 (Applicable to programs described in Exhibit A-2)


EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Vista Pacifica Enterprises, Inc.

FISCAL YEAR: 2020-2021

Service Level	*Basic Daily Rate	Augmented Services "Patch" Rate	Maximum Daily Rate**
VISTA PACIFICA CENTER			
SNF-STP-IMD Level A	\$211.91	\$60.00	\$271.91
SNF-STP-IMD Level B	\$211.91	\$130.00	\$341.91
SNF-STP-IMD Level C	\$211.91	\$170.00	\$381.91
Leave of Absence Rate	\$203.56		
Room Reserve Rate	\$211.91		
VISTA PACIFICA CONVALESCENT			
SNF-STP Level A		\$60.00	\$60.00
SNF-STP Level B		\$130.00	\$130.00
SNF-STP Level C		\$170.00	\$170.00
SNF Daily Facility Rate	\$218.12		
SNF Daily Facility Rate- COVID**** 8/1/20-12/31/20	\$249.41		
SNF Daily Facility Rate- COVID****1/1/21- 6/30/21	\$259.06		
SNF Leave of Absence Rate	\$209.77		
SNF Leave of Absence- COVID**** 8/1/20-12/31/20	\$241.06		
SNF Leave of Absence COVID****1/1/21- 6/30/21	\$250.71		
SNF Room Reserve Rate	\$218.12		
SNF Room Reserve- COVID**** 8/1/20-12/31/20	\$249.41		
SNF Room Reserve COVID****1/1/21- 6/30/21	\$259.06		
One on One (1:1) Monitoring (Billed at Patch Level C)***			\$170.00
Total Maximum Contract Amount FY 20-21			\$1,400,000
Total Maximum Contract Amount FY 21-22			\$1,400,000
Total Maximum Contract Amount FY 22-23			\$1,400,000
Total Maximum Contract Amount July 1, 2020 to June 30, 2023			\$4,200,000

FISCAL SERVICES SIGNATURE:

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* Basic Daily Rate for SNF-STP- IMD Levels A-D is inclusive of the Facility Daily Rate and Special Treatment Program (STP) Supplement.

**In special situations, the Maximum Daily Rate may be adjusted by the Director and/or his or her designee to accommodate clients with acute needs, additional monitoring, or medical complexity. Rate changes must be pre-authorized by Behavioral Wellness.

*** 1:1 monitoring must be pre-approved by Behavioral Wellness pursuant to Exhibit A-2, Section 2.A.iii d.4

****Due to the COVID-19 pandemic, DHCS authorized additional reimbursement for long term care AB1629 facilities. The rate varies by period and is issued on the State DHCS Long Term Care Reimbursement AB 1629 website (<https://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx>). Provider is eligible to bill at an enhanced rate until expiration of public or national emergency. Upon expiration of the public health emergency or national emergency, whichever occurs first, provider will revert back to regular facility specific rates. These rates are typically not reimbursed by the Behavioral Wellness however they are used to bill the State fiscal intermediary.

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM FY 21-22
 (Applicable to programs described in Exhibit A-2)

EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Vista Pacifica Enterprises, Inc.

FISCAL YEAR: 2021-2022

Service Level	*Basic Daily Rate	Augmented Services "Patch" Rate	Maximum Daily Rate**
VISTA PACIFICA CENTER			
SNF-STP-IMD Level A	\$219.33	\$70.00	\$289.33
SNF-STP-IMD Level B	\$219.33	\$140.00	\$359.33
SNF-STP-IMD Level C	\$219.33	\$180.00	\$399.33
SNF-STP-IMD Level D	\$219.33	\$160.00	\$379.33
Leave of Absence Rate	\$210.98		
Room Reserve Rate	\$219.33		
Private Rate	\$225.00		
VISTA PACIFICA CONVALESCENT			
SNF-STP Level A		\$70.00	\$70.00
SNF-STP Level B		\$140.00	\$140.00
SNF-STP Level C		\$180.00	\$180.00
SNF Daily Facility Rate	\$218.12		
SNF Daily Facility Rate- COVID****7/1/21-12/31/21	\$259.06		
SNF Leave of Absence Rate	\$209.77		
SNF Leave of Absence- COVID****7/1/21-12/31/21	\$250.71		
SNF Room Reserve Rate	\$218.12		
SNF Room Reserve Rate- COVID****7/1/21-12/31/21	\$259.06		
One on One (1:1) Monitoring (Billed at Patch Level C)***			\$180.00
Total Maximum Contract Amount FY 20-21			\$1,400,000
Total Maximum Contract Amount FY 21-22			\$1,400,000
Total Maximum Contract Amount FY 22-23			\$1,400,000
Total Maximum Contract Amount July 1, 2020 to June 30, 2023			\$4,200,000

FISCAL SERVICES SIGNATURE: Christie Boyer

* Basic Daily Rate for SNF-STP- IMD Levels A-D is inclusive of the Facility Daily Rate and Special Treatment Program (STP) Supplement.

**In special situations, the Maximum Daily Rate may be adjusted by the Director and/or his or her designee to accommodate clients with acute needs, additional monitoring, or medical complexity. Rate changes must be pre-authorized by Behavioral Wellness.

*** 1:1 monitoring must be pre-approved by Behavioral Wellness pursuant to Exhibit A-2, Section 2.A.iii d.4

****Due to the COVID-19 pandemic, DHCS authorized additional reimbursement for long term care AB1629 facilities. The rate varies by period and is issued on the State DHCS Long Term Care Reimbursement AB 1629 website (<https://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx>). Provider is eligible to bill at an enhanced rate until expiration of public or national emergency. Upon expiration of the public health emergency or national emergency, whichever occurs first, provider will revert back to regular facility specific rates. These rates are typically not reimbursed by the Behavioral Wellness; however, they are used to bill the State fiscal intermediary.

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM FY 22-23
 (Applicable to programs described in Exhibit A-2)

EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Vista Pacifica Enterprises, Inc.

FISCAL YEAR: 2022-2023

Service Level	*Basic Daily Rate	Augmented Services "Patch" Rate	Maximum Daily Rate**
VISTA PACIFICA CENTER			
SNF-STP-IMD Level A	\$219.33	\$70.00	\$289.33
SNF-STP-IMD Level B	\$219.33	\$140.00	\$359.33
SNF-STP-IMD Level C	\$219.33	\$180.00	\$399.33
SNF-STP-IMD Level D	\$219.33	\$160.00	\$379.33
Leave of Absence Rate	\$210.98		
Room Reserve Rate	\$219.33		
Private Rate	\$225.00		
VISTA PACIFICA CONVALESCENT			
SNF-STP Level A		\$70.00	\$70.00
SNF-STP Level B		\$140.00	\$140.00
SNF-STP Level C		\$180.00	\$180.00
SNF Daily Facility Rate	\$218.12		
SNF Daily Facility Rate- COVID****	\$259.06		
SNF Leave of Absence Rate	\$209.77		
SNF Leave of Absence- COVID****	\$250.71		
SNF Room Reserve Rate	\$218.12		
SNF Room Reserve Rate- COVID****	\$259.06		
One on One (1:1) Monitoring (Billed at Patch Level C)***			\$180.00
Total Maximum Contract Amount FY 20-21			\$1,400,000
Total Maximum Contract Amount FY 21-22			\$1,400,000
Total Maximum Contract Amount FY 22-23			\$1,400,000
Total Maximum Contract Amount July 1, 2020 to June 30, 2023			\$4,200,000

DocuSigned by:

Christie Boyer

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FISCAL SERVICES SIGNATURE:

* Basic Daily Rate for SNF-STP- IMD Levels A-D is inclusive of the Facility Daily Rate and Special Treatment Program (STP) Supplement.

**In special situations, the Maximum Daily Rate may be adjusted by the Director and/or his or her designee to accommodate clients with acute needs, additional monitoring, or medical complexity. Rate changes must be pre-authorized by Behavioral Wellness.

*** 1:1 monitoring must be pre-approved by Behavioral Wellness pursuant to Exhibit A-2, Section 2.A.iii d.4

****Due to the COVID-19 pandemic, DHCS authorized additional reimbursement for long term care AB1629 facilities. The rate varies by period and is issued on the State DHCS Long Term Care Reimbursement AB 1629 website (<https://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx>). Provider is eligible to bill at an enhanced rate until expiration of public or national emergency. Upon expiration of the public health emergency or national emergency, whichever occurs first, provider will revert back to regular facility specific rates. These rates are typically not reimbursed by the Behavioral Wellness; however, they are used to bill the State fiscal intermediary. Facility rates are not yet determinable for FY 22-23. Latest rates are noted in schedule and will be updated upon State issuance.

*****Maximum Daily Rate for Vista Pacifica Center may be increased a maximum of 3.5% in Year 3. A higher increase may be considered based on Vista Pacifica's documented operating needs and subject to approval by Behavioral Wellness.

VII. All other terms shall remain in full force and effect.

SIGNATURE PAGE

First Amended Agreement for Services of Independent Contractor between the **County of Santa Barbara and Vista Pacifica Enterprises, Inc.**

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

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

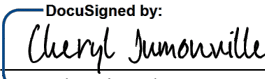
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Vista Pacifica Enterprises, Inc.

By:  _____
Authorized Representative

Name: Cheryl Jumonville

Title: President

Date: 9/9/2021

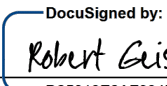
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

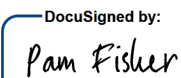
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

PAMELA FISHER, PSY.D.,
ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:  _____
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:  _____
Risk Manager