

**FIRST AMENDMENT TO THE AGREEMENT
FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

DAVIS GUEST HOME INCORPORATED

FOR

MENTAL HEALTH SERVICES

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC 23-076**, (hereafter First Amended Agreement) is made by and between the County of Santa Barbara (County or Department) and **Davis Guest Home, Inc.** (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 continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, on July 18, 2023, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 23-076, for the provision of intensive residential treatment services for a total maximum contract amount not to exceed \$565,000, inclusive of \$215,000 for FY 22-23 and \$350,000 for FY 23-24, for the period of July 1, 2022, through June 30, 2024 (Agreement); and

WHEREAS, this First Amended Agreement adds \$150,000 in funding for FY 23-24 due to an unanticipated increase in services for a new total maximum contract amount not to exceed **\$715,000**, consisting of \$215,000 for FY 22-23 and \$500,000 for FY 23-24, for the period of July 1, 2022, through June 30, 2024.

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

I. Delete Section 1 (CONTRACTOR SERVICES) of Exhibit B Financial Provisions – MHS and replace it with the following:

1. CONTRACTOR SERVICES. For services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$715,000** (“Contract Maximum”) for FY 22-24, inclusive of \$215,000 for FY 22-23 and \$500,000 for FY 23-24. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than the Contract Maximum for Contractor’s performance hereunder without a properly executed amendment.

II. Delete Exhibit B-1- MHS Schedule of Rates and Contract Maximum in its entirety and replace it with the following:

**EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2)**

<u>FY 2022-23</u>		
<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate</u>
Daily Care as described in Exhibit A	Per Client per Day	\$140.00
Higher Acuity Daily Care as described in Exhibit B	Per Client per Day	\$250.00 - \$800.00
Bed Hold **	Per Client per Day	\$140.00
Private Room as described in Exhibit B	Per Client per Day	\$275.00
Total Contract Maximum FY 22-23		\$215,000
<u>FY 2023-24</u>		
<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate</u>
Daily Care as described in Exhibit A	Per Client per Day	\$160.00
Higher Acuity Daily Care as described in Exhibit B	Per Client per Day	\$350.00 - \$800.00
Bed Hold **	Per Client per Day	\$160.00
Private Room as described in Exhibit B	Per Client per Day	\$300.00
Total Contract Maximum FY 23-24		\$500,000
Total Contract Payable		\$715,000

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

** For clients with behavioral patches in the higher acuity rate class, the bed hold rate will be equal to the negotiated rate for the first two weeks of the bed hold and then revert to the basic daily care rate of \$140-\$160 thereafter. For clients with private or more secure rooms in the higher acuity rate class, the bed hold rate will be the same as the negotiated rate.

- III. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the original Agreement, except as expressly modified and superseded by the First Amended Agreement, is ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- IV. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.


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First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Davis Guest Home, Inc.**

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

COUNTY OF SANTA BARBARA:

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: 2-27-24

ATTEST:

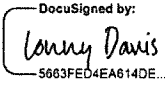
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 2-27-24

CONTRACTOR:

DAVIS GUEST HOME, INC.

By: 
Authorized Representative
Lonny Davis

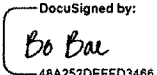
Name: _____

Title: Owner

Date: 2/2/2024

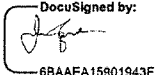
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

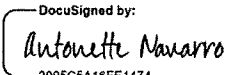
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

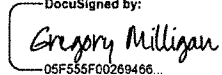
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER, DEPARTMENT OF RISK
MANAGEMENT

By: 
Risk Manager