

SECOND AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #20-140** (hereafter Second Amendment to the Agreement), is made by and between the **County of Santa Barbara** (County or Department) and **Sylmar Health and Rehabilitation Center, 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, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 20-140, on September 15, 2020 for the provision of mental health services and residential treatment services for a total Maximum Contract Amount not to exceed \$1,650,000, inclusive of \$650,000 for FY 20-21; \$500,000 for FY 21-22; and \$500,000 for FY 22-23, for the period of July 1, 2020 through June 30, 2023;

WHEREAS, the County Board of Supervisors authorized a First Amendment to the Agreement on May 4, 2021, for additional client placements for FY 20-21 for a new total Maximum Contract Amount not to exceed \$1,850,000, inclusive of \$850,000 for FY 20-21; \$500,000 for FY 21-22; and \$500,000 for FY 22-23, for the period of July 1, 2020 to June 30, 2023; and

WHEREAS, this Second Amendment to the Agreement increases the Fiscal Year contract maximum amounts for Fiscal Years 21-22 and 22-23, for additional client placements for a new total Contract Maximum Amount not to exceed \$2,045,000, inclusive of \$850,000 for FY 20-21; \$520,000 for FY 21-22; and \$675,000 for FY 22-23, for the period of July 1, 2020 through June 30, 2023.

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

I. Delete Section II (Maximum Contract Amount) of Exhibit B (Financial Provisions: MHS) and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$2,045,000, inclusive of \$850,000 for FY 20-21; \$520,000 for FY 21-22; and \$675,000 for FY 22-23, during the term of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

II. Delete Exhibit B-1 MHS (Schedule of Rates and Contract Maximum: MHS) FY 20-23 in its entirety, and replace with the following:

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

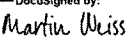
**EXHIBIT B-1
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: Sylmar Health and Rehabilitation Center **FISCAL YEAR:** 2020-21, 2021-22, 2022-23

Facility	Program	Maximum Daily Rate*
Sylmar	Basic IMD/STP	\$184.28
	Augmented/ Dual-Diagnosis	\$26.84
	Subacute "A"	\$59.56
	Subacute "B"	\$86.40
	Bed Hold	(\$8.35)
Maximum Contract Amount FY 20-21		\$850,000
Maximum Contract Amount FY 21-22		\$520,000
Maximum Contract Amount FY 22-23		\$675,000
Total Contract Maximum for July 1, 2020 to June 30, 2023		\$2,045,000

*Or as otherwise published by the State Department of Healthcare Services. Upon notification of updated rates from DHCS, Contractor shall notify County of the new rates and its intent to adopt the new rates.

** 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 changes must be pre-authorized by Behavioral Wellness.

Contractor Signature	<small>DocuSigned by:</small>  <small>2E51268D4630415...</small>
Fiscal Representative Signature	

III. The terms and provisions set forth in this Second Amendment to the Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement and First Amendment to the Agreement. The terms and provisions of the original Agreement and First Amendment to the Agreement, except as expressly modified and superseded by this Second Amendment to the Agreement, are 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.

(This section intentionally left blank.)

SIGNATURE PAGE FOLLOWS

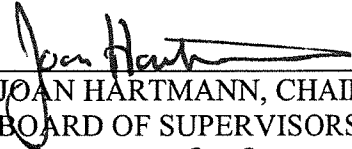
11/29/22

SIGNATURE PAGE

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Sylmar Health and Rehabilitation Center, Inc.**

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

COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: 11-29-22

ATTEST:

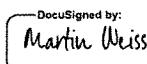
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 11-29-22

CONTRACTOR:

Sylmar Health and Rehabilitation Center, Inc.

By: 
Authorized Representative

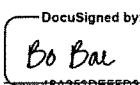
Name: Martin Weiss

Title: PRESIDENT/CEO

Date: 10/26/2022

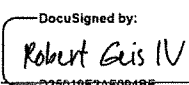
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

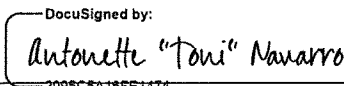
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

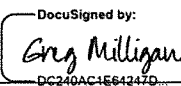
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By: 
Director

AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager