

## FIRST AMENDED AGREEMENT

### FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS Amendment to the AGREEMENT** for services of Independent Contractor, referenced as BC19317 , is made by and between the County of Santa Barbara, Department of Behavioral Wellness (County) and **Davis Guest Home, Inc.**, a California Corporation, with an address at 1878 E. Hatch Road, Modesto, CA 95351 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter First Amended Agreement).

**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 a Board Agreement for Services of Independent Contractor, referred to as BC19317, on July 16, 2019 for the provision of crisis residential treatment services for a total maximum contract amount not to exceed \$401,500 for the period of July 1, 2019 through June 30, 2020;

**WHEREAS**, the County and Contractor wish to enter into this First Amended Agreement to add language to the Exhibit B Financial Provisions-MHS, with no change in the maximum contract amount of \$401,500 for FY 19-20;

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

**I. Delete Section 2 (Board and Care) of Exhibit B (Financial Provisions – MHS) and replace with the following:**

**2. BOARD AND CARE.** Board and Care shall be paid from clients' SSI or SSI/SSA benefits. If the client has not yet received SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, County will provide payment to cover the delinquent and /or amount owed. The clients' SSI or SSI/SSA monthly residential board and care rate is currently \$1,069.37 per month for a client who receives one check and \$1,089.37 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement.

**II. Delete Section 3 (Special Situations) of Exhibit B (Financial Provisions MHS) and replace with the following:**

**3. SPECIAL SITUATIONS.** In special situations, Contractor may require an adjustment to the daily base rate of \$110.00 per bed, per day (“Base Rate”) based upon acuity, medical complexity, and additional monitoring requiring staff interventions beyond typical staff to client ratios. The rates vary between \$150.00 and \$800.00 and need to be pre-authorized by Behavioral Wellness. Within 24 hours of placement into a special situation status, Contractor must notify the County in writing ([bwelldcm@sbcbswell.org](mailto:bwelldcm@sbcbswell.org)) of the change. County will respond within 72 hours of receipt of notification approving or denying the request. More information may also be requested. Services will be paid through the date of County notification unless medical necessity for status change was never established. In such a case, all special situation charges would be denied.

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

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**EXHIBIT B-1- MHS  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

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**SCHEDULE OF FEES- FY 2019-2020**

<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate(*)</u>
Daily Care as described in Exhibit A	Per Client per Day	\$110
Double room occupancy	Per Client per Day	\$220
<b>Total Contract Maximum FY 19-20</b>		<b>\$401,500</b>

\* 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.

**IV. All other terms shall remain in full force and effect.**

**SIGNATURE PAGE**

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 Agreement to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
GREGG HART, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

\_\_\_\_\_  
Deputy Clerk  
Date: \_\_\_\_\_

**CONTRACTOR:**

DAVIS GUEST HOME, INC.

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

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

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO, RISK MANAGER  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management