

FIRST AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS Amendment to the AGREEMENT for Services of Independent Contractor, referenced as BC 20-140, (hereafter First Amended Agreement) is made by and between the County of Santa Barbara (County) and **Sylmar Health & Rehabilitation Center, Inc.** (Contractor), a California corporation, wherein Contractor agrees to provide and County agrees to accept the 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 and Contractor wish to enter into this First Amended Agreement to increase the amount of the Agreement by \$200,000 for FY 20-21 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 First Amended Agreement incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors on September 15, 2020, except as modified by this First Amended Agreement.

NOW, THEREFORE, in consideration of the mutual covenants 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 \$1,850,000, inclusive of \$850,000 for FY 20-21; \$500,000 for FY 21-22; and \$500,000 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.

III. Delete Exhibit B-1 MHS (Schedule of Rates and Contract Maximum) FY 20-23 and replace with the following:

EXHIBIT B-1

**SCHEDULE OF RATES AND CONTRACT MAXIMUM: MHS
(Applicable to program described in Exhibit A-2)**

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 | \$86.40 |
| | One on One (1:1) Monitoring | \$360.00 |
| | Bed Hold | (\$8.35) |
| Maximum Contract Amount FY 20-21 | | \$850,000 |
| Maximum Contract Amount FY 21-22 | | \$500,000 |
| Maximum Contract Amount FY 22-23 | | \$500,000 |
| Total Contract Maximum for July 1, 2020 to June 30, 2023 | | \$1,850,000 |

*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.

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

SIGNATURE PAGE

First 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 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:

SYLMAR HEALTH AND REHABILITATION
CENTER, 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
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager