

**FIRST AMENDMENT
FY 17-18**

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for services of Independent Contractor, referenced as number **BC 18-210** by and between the County of Santa Barbara (County) and LAGS Spine and Sportscare Medical Centers, Inc., 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 retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein.

Whereas, the First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in April 2018, except as modified by this First Amended Contract;

Whereas, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds in the amount of \$20,500 to the prior amount of \$122,500, increasing the total maximum Contract Amount for FY 17-18 to \$143,000, so as to compensate Contractor for the additional services to be rendered under this Agreement through June 30, 2018.

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

I. In Exhibit B, Financial Provisions, delete Section II, Maximum Contract Amount, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$143,000 in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1 ADP. 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 ADP, Schedule of Rates and Contract Maximum, and replace with the following:

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| Exhibit B-1 | | | | | | | |
|---|--------------|------|---|--------------------|--------------------------------------|------------------------------|-------------------------------|
| Schedule of Rates and Contract Maximum | | | | | | | |
| CONTRACTOR NAME: LAGS Spine & SportsCare Medical Centers, Inc. | | | | | | FISCAL YEAR: 2017-18 | |
| Drug Medi-Cal /Non Drug Medi-Cal | Service Type | Mode | Service Description | Unit of Service | DMC Service Function Code | AoD Cost Report Service Code | County Maximum Allowable Rate |
| Drug Medi-Cal Billable Services | Day Services | 10 | Intensive Outpatient Treatment (IOT) Non-Perinatal - (Group -180 minutes) | Session | 30 | 30 | \$58.53 |
| | | 15 | Naltrexone | Face-to-Face Visit | 20 | 20 | \$19.06 |
| | | | | | PROGRAM | | |
| | | | | | Intensive Outpatient Treatment (IOT) | | |
| | | | | | LAGS Recovery Centers | | |
| | | | | | Santa Maria | | |
| | | | | | TOTAL | | |
| GROSS COST: | | | | \$ | 350,154 | \$ | 350,154 |
| LESS REVENUES COLLECTED BY CONTRACTOR: | | | | | | | |
| PATIENT FEES | | | | \$ | 30,000 | \$ | 30,000 |
| CONTRIBUTIONS | | | | \$ | - | \$ | - |
| OTHER (LIST): INSURANCE | | | | \$ | 177,154 | \$ | 177,154 |
| TOTAL CONTRACTOR REVENUES | | | | \$ | 207,154 | \$ | 207,154 |
| MAXIMUM CONTRACT AMOUNT PAYABLE: | | | | \$ | 143,000 | \$ | 143,000 |
| SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT** | | | | | | | |
| Drug Medi-Cal | | | | \$ | 143,000 | \$ | 143,000 |
| Realignment/SAPT - Discretionary | | | | \$ | - | \$ | - |
| Realignment/SAPT - Perinatal | | | | \$ | - | \$ | - |
| Realignment/SAPT - Adolescent Treatment | | | | \$ | - | \$ | - |
| Other County Funds | | | | \$ | - | \$ | - |
| TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING) | | | | \$ | 143,000 | \$ | 143,000 |
| CONTRACTOR SIGNATURE: | | | | | | | |
| STAFF ANALYST SIGNATURE: | | | | | | | |
| FISCAL SERVICES SIGNATURE: | | | | | | | |
| **Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources. | | | | | | | |

III. All other terms remain in full force and effect.

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First Amendment for Services of Independent Contractor between the **County of Santa Barbara** and LAGS Spine and Sportscare Medical Centers, Inc.

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

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:
LAGS Spine and Sportscare Medical Centers, Inc.

By: _____
Deputy Clerk

Date: _____

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, 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 MANAGEMENT

By: _____
Risk Management