

Second Amendment 17-20

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment to the Agreement for Services of Independent Contractor (hereafter Second Amended Contract), referenced as number **BC 18-080**, is made by and between the **County of Santa Barbara** (County) and **Sylmar Health & Rehabilitation Center, Inc.**, a California Corporation (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 retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein.

Whereas, County anticipates that Contractor will provide, at the request of the County, a greater number of services in FYs 18-19 and 19-20 and will incur expenses beyond the value of the Agreement and First Amendment. This Second Amended Contract adds funds in the amount of \$300,000 for FY 18-19 to the prior FY 18-19 maximum contract amount of \$1,100,000 and adds funds in the amount of \$300,000 for FY 19-20 to the prior FY 19-20 maximum contract amount of \$1,100,000, so as to compensate Contractor for additional services to be rendered under this Agreement and Amendment.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2017 and the First Amendment approved by the County Board of Supervisors in May 2018, except as modified by this Second Amended Contract (hereinafter collectively referred to as the "Agreement").

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

- I. **Delete Section II, Maximum Contract Amount, from Exhibit B, Financial Provisions, and replace with the following:**

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed **\$1,364,011** for **FY17-18**, **\$1,400,000** for **FY 18-19**, and **\$1,400,000** for **FY 19-20** for a total contract amount during the term of this agreement not to exceed **\$4,164,011**. 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, Schedule of Rates and Contract Maximum, and replace with the following:**

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

CONTRACTOR NAME: Sylmar Health and Rehabilitation Center **FISCAL YEAR:** 2017-18, 2018-19, 2019-20

Facility	Program	Maximum Daily Rate*
Sylmar	Basic IMD/STP	\$178.24
	Augmented/ Dual-Diagnosis	\$26.84
	Subacute "A"	\$59.56
	Subacute "B"	\$86.40
	Bed Hold	(\$7.35)
Maximum Contract Amount FY 17-18		\$1,364,011
Maximum Contract Amount FY 18-19		\$1,400,000
Maximum Contract Amount FY 19-20		\$1,400,000
Total Contract Maximum for July 1, 2017 to June 30, 2020		\$4,164,011

*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.

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

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SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:
SYLMAR HEALTH & REHABILITATION CENTER,
INC

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Deputy Clerk

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

By: _____

Risk Management