

Third Amendment 2016-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Third Amendment (hereafter Third Amended Contract) to the Agreement for Services of Independent Contractor, referenced as number BC 15-029, by and between the **County of Santa Barbara** (County) and **Merced Behavioral Center** (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, the Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2014, the First Amendment approved by the County Board of Supervisors in May 2015, and the Second Amendment approved by the County Board of Supervisors in March 2016, except as modified by this Third Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of the 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 \$350,000 for Fiscal Year 16-17 to the prior Agreement maximum of \$980,608, so as to compensate Contractor for additional services to be rendered under this 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 **\$400,000** for Fiscal Year 14-15, **\$380,608** for Fiscal Year 15-16, and **\$550,000** for Fiscal Year 16-17 for a total contract amount during this term of this Agreement not to exceed **\$1,330,608**. 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:

Third Amendment 2016-2017

EXHIBIT B-1		
DEPARTMENT OF BEHAVIORAL WELLNESS		
SCHEDULE OF RATES AND CONTRACT MAXIMUM		
CONTRACTOR NAME:	Merced Behavioral Center	FISCAL YEAR: 2014-15, 2015-16, 2016-17
Facility	Program	Maximum Daily Rate*
Country Villa Merced Behavioral Healthcare Center	Basic SNF	\$192.48
	STP Supplement	\$5.72
	Bed Hold	(\$7.35)
Maximum Contract Amount FY 14-15		\$400,000
Maximum Contract Amount FY 15-16		\$380,608
Maximum Contract Amount FY 16-17		\$550,000
Total Contract Maximum July 1, 2014 through June 30, 2017		\$1,330,608
<p>*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.</p>		
CONTRACTOR SIGNATURE:		
STAFF ANALYST SIGNATURE:		
FISCAL SERVICES SIGNATURE:		

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

Third Amendment 2016-2017

SIGNATURE PAGE

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Merced Behavioral Center.

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

COUNTY OF SANTA BARBARA

By: _____

JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Deputy Clerk

Date: _____

CONTRACTOR

MERCED BEHAVIORAL CENTER

By: _____

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

APPROVED AS TO FORM :

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

By _____

Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGER

By: _____

Risk Management