

Third Amendment 17-20

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This **Third Amendment** to the Agreement for Services of Independent Contractor (hereafter “Third Amended Contract”), referenced as number **BC 18-081**, is made by and between the **County of Santa Barbara** (County) and CF Merced Behavioral, LLC, a California limited liability company, dba **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, County anticipates that Contractor will provide, at the request of the County, a greater number of services in FY 18-19 and 19-20 and will incur expenses beyond the value of the Agreement and First and Second Amendments. This Third Amended Contract adds funds in the amount of \$50,000 for Fiscal Year 18-19 to the prior FY 18-19 contract maximum of \$800,000 and adds funds in the amount of \$300,000 for Fiscal Year 19-20 to the prior FY 19-20 contract maximum of \$550,000, so as to compensate Contractor for additional services to be rendered under the Agreement and Amendments.

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2017, the First Amendment approved by the County Board of Supervisors in May 2018, and the Second Amended Contract approved by the County Board of Supervisors in January 2019, except as modified by this Third 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 of this Agreement shall not exceed **\$669,585 for FY 17-18, \$850,000 for FY 18-19, and \$850,000 for FY 19-20**, for a total contract amount not to exceed **\$2,369,585** 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.

II. Delete Exhibit B-1, Schedule of Rates and Contract Maximum and replace with the following:

Third Amendment 17-20

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

CONTRACTOR NAME: Merced Behavioral Center

FISCAL YEAR: 2017-18, 2018-19

Facility	Program	Maximum Daily Rate*
Country Villa Merced Behavioral Healthcare Center	Basic SNF	\$192.48
	STP Supplement	\$5.72
	Bed Hold	(\$7.35)
	Daily patch rate**	\$300.00
Maximum Contract Amount FY 17-18		\$669,585
Maximum Contract Amount FY 18-19		\$850,000

Third Amendment 17-20

CONTRACTOR NAME: Merced Behavioral Center

FISCAL YEAR: 2019-20

Facility	Program	Maximum Daily Rate*
Country Villa Merced Behavioral Healthcare Center	Basic SNF	\$196.33
	STP Supplement	\$5.72
	Bed Hold	(\$7.50)
	Daily patch rate**	\$300.00
Maximum Contract Amount FY 19-20		\$850,000
Total Contract Maximum July 1, 2017 through June 30, 2020		\$2,369,585

*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.

** Daily patch rate may be adjusted by Director and/or his/her designee based on acuity of client and monitoring needs.

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

Third Amendment 17-20

SIGNATURES

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and CF MERCED BEHAVIORAL, LLC, dba Merced Behavioral Center.

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

COUNTY OF SANTA BARBARA

By: _____

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Deputy Clerk

Date: _____

CONTRACTOR

CF MERCED BEHAVIORAL, LLC, dba 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:

BETSY M. SCHAFFER, 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