

SECOND AMENDMENT 2015-2016

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment (hereafter Second Amended Contract) to the Agreement for Services of Independent Contractor, referenced as number **BC 15-028**, by and between the **County of Santa Barbara** (County) and **Sylmar Health & Rehabilitation 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, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2014 and the First Amendment approved by the County Board of Supervisors in May 2015, except as modified by this Second 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 \$372,826 for Fiscal Year 15-16 to the prior Agreement maximum of \$2,200,000, 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 **\$1,000,000** for Fiscal Year 14-15, **\$ 972, 826** for Fiscal Year 15-16, and **\$600,000** for Fiscal Year 16-17 for a total contract amount during the term of this agreement not to exceed **\$2,572,826**. 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: 2014-15, 2015-16, 2016-17

Facility	Program	Maximum Daily Rate*
Sylmar	Basic IMD/STP	\$172.41
	Augmented/ Dual-Diagnosis	\$26.84
	Subacute "A"	\$59.67
	Subacute "B"	\$86.40
	Bed Hold	(\$7.08)
Maximum Contract Amount FY 14-15		\$1,000,000
Maximum Contract Amount FY 15-16		\$972,826
Maximum Contract Amount FY 16-17		\$600,000
Total Contract Maximum for July 1, 2014 to June 30, 2017		\$2,572,826

*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.

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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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.

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

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

COUNTY OF SANTA BARBARA

By: _____
Deputy

By: _____
PETER ADAM, CHAIR
BOARD OF SUPERVISORS

Date: _____

Date: _____

RECOMMENDED FOR APPROVAL:
DEPARTMENT OF BEHAVIORAL WELLNESS
ALICE GLEGHORN, PH.D., DIRECTOR

CONTRACTOR:
SYLMAR HEALTH & REHABILITATION CENTER

By _____
Director

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel

By _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____