

SECOND AMENDMENT 2012-2013

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 11-011**, by and between the **County of Santa Barbara** (County) and **Aurora Vista del Mar Hospital** (Contractor), for the continued provision of **Acute Inpatient Services**.

Whereas, County intends to extend the term of the existing contract through Fiscal Year 12-13 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2010, the First Amendment approved by the County Board of Supervisors in June 2011, except as modified by this Second Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Section 4, Term, from Agreement, and replace with the following:

- 4. TERM.** Contractor shall commence performance on **July 1, 2012**, and end performance upon completion, but no later than **June 30, 2013**, unless otherwise directed by County or unless earlier terminated.

II. Delete Section 12, Records, Audit, and Review, from Agreement and replace with the following:

- 12. RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records until such time that the State Department of Health Care Services completes its final audit for the fiscal year(s) covered by this Agreement, or not less than three (3) years from the end of the term of this Agreement, whichever is later. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor.

III. Delete Section 35, Nonappropriation of Funds, from Agreement and replace with the following:

35. Nonappropriation of Funds.

- A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

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- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

IV. Delete Section 14.B, Additional Reports, from Exhibit A, Statement of Work, and replace with the following:

- B. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Health Care Services or other applicable State agency, on forms acceptable to or provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

V. Delete Section 15, Performance, from Exhibit A, Statement of Work, and replace with the following:

15. **PERFORMANCE.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Chapter 14 and all relevant provisions of applicable law that are now in force or which may hereafter be in force.

VI. Delete all references to "Department of Mental Health" and replace with "Department of Health Care Services" in Attachment A, Santa Barbara County Mental Health Plan Quality Management Standards.

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$800000.** The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. 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.

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VIII. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the attached.

**FY 2012-13
SCHEDULE OF RATES**

Accommodation Code/Service	Rate
Adult Mental Health Inpatient 114 Room and Board, Private, Psychiatric 124 Room and Board, Semi-Private 2 Bed, Psychiatric 134 Room and Board, Semi-Private 3 or 4 Bed, Psychiatric 154 Room and Board - Ward (Medical or General), Psychiatric 204 Intensive Care, Psychiatric	\$680/day

Total Contract Maximum Value

\$800000

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Aurora Vista del Mar Hospital.

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

COUNTY OF SANTA BARBARA

By: _____
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy Clerk
Date: _____

By: _____
Tax Id No 33-0986642.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____
Date: _____

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CONTRACT SUMMARY PAGE

BC 11-011

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year 12-13
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person Danielle Spahn
 D6. Telephone (805) 681-5229

K1. Contract Type (*check one*): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose Acute Inpatient Services
 K3. Contract Amount \$800000
 K4. Contract Begin Date 7/1/2012
 K5. Original Contract End Date 6/30/2011
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2012	800000		800000	6/30/2013	Renew for FY 12-13

B1. Is this a Board Contract? (*Yes/No*) True
 B2. Number of Workers Displaced (*if any*) N/A
 B3. Number of Competitive Bids (*if any*) N/A
 B4. Lowest Bid Amount (*if bid*) N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number

B6. Boilerplate Contract Text Unaffected? (*Yes / or cite*) Yes
 F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$800000
 F3. Fund Number 0044
 F4. Department Number 043
 F5. Division Number (*if applicable*)
 F6. Account Number 7460
 F7. Cost Center number (*if applicable*) 3550
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A=119525
 V2. Payee/Contractor Name Aurora Vista del Mar Hospital
 V3. Mailing Address 801 Seneca Street.
 V4. City, State (two-letter) Zip (include +4 if known) Ventura, CA 93001
 V5. Telephone Number 8056536434
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) 33-0986642
 V7. Contact Person Mayla Krebsbach CEO
 V8. Workers Comp Insurance Expiration Date 9/1/2012
 V9. Liability Insurance Expiration Date[s] 9/8/2012
 V10. Professional License Number 050000016
 V11. Verified by (name of county staff) Danielle Spahn
 V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____