

### THIRD AMENDMENT 17-19

#### 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 18-152**, by and between the County of Santa Barbara (County) and **Vista Pacifica Enterprises, 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 herein set forth;

**Whereas**, the Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in December 2017, the First Amendment approved by the County Board of Supervisors in May 2018, and the Second Amendment 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").

**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 subsequent amendments, and will incur expenses beyond the value of this Agreement. This amendment adds funds in the amount of \$384,000 for Fiscal Year 18-19 to the prior Contract Maximum Amount of \$1,342,962 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, the parties agree as follows:

**I. Delete Section 2, Maximum Contract Amount, from Exhibit B, Financial Provisions, and replace with the following:**

**2. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed \$726,962 for Fiscal Year 2017-2018 and \$1,000,000 for Fiscal Year 2018-2019.

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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**CONTRACTOR NAME: Vista Pacifica Enterprises, Inc.**

**FISCAL YEAR: 2017-2019**

Service Level	Basic Daily Rate	Enhanced	Maximum Daily Rate*
<b>VISTA PACIFICA CENTER</b>			
SNF-STP-IMD Level A	\$198.20	\$60.00	\$258.20
SNF-STP-IMD Level B	\$198.20	\$130.00	\$328.20
SNF-STP-IMD Level C	\$198.20	\$170.00	\$368.20
SNF-STP-IMD Level D	\$198.20	\$100.00	\$298.20
SNF-STP-IMD Level D-Stand Alone Rate	\$198.20	\$150.00	\$348.20
<b>VISTA PACIFICA CONVALESCENT</b>			
SNF Level A		\$60.00	\$60.00
SNF Level B		\$130.00	\$130.00
SNF Level C		\$170.00	\$170.00
<b>Total Maximum Contract Amount FY 17-18</b>			<b>\$726,962</b>
<b>Total Maximum Contract Amount FY 18-19</b>			<b>\$1,000,000</b>

CONTRACTOR SIGNATURE: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

\*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**

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Vista Pacifica Enterprises, Inc.

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  
VISTA PACIFICA ENTERPRISES, INC.

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