First Amendment 17-20

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment (hereafter First Amended Contract) to the Agreement for Services of Independent Contractor, referenced as number **BC 18-080**, is made 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 First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2017, except as modified by this First 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 $264,011 to the prior FY 17-18 maximum contract amount of $1,100,000, 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, <u>Maximum Contract Amount</u>, from Exhibit B, <u>Financial Provisions</u>, and replace with the following:**

        II. MAXIMUM CONTRACT AMOUNT.

        The Maximum Contract Amount shall not exceed **$1,364,011** for Fiscal Year 17-18, **$1,100,000** for Fiscal Year 18-19, and **$1,100,000** for Fiscal Year 19-20 for a total contract amount during the term of this agreement not to exceed **$3,564,011.** 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, <u>Schedule of Rates and Contract Maximum</u>, and replace with the following:**

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

CONTRACTOR NAME: Sylmar Health and Rehabilitation Center   **FISCAL YEAR: 2017-18, 2018-19, 2019-20**

Facility	Program	Maximum Daily Rate*
Sylmar	Basic IMD/STP	$178.24
	Augmented/ Dual-Diagnosis	$26.84
	Subacute "A"	$59.56
	Subacute "B"	$86.40
	Bed Hold	($7.35)
Maximum Contract Amount FY 17-18		$1,364,011
Maximum Contract Amount FY 18-19		$1,100,000
Maximum Contract Amount FY 19-20		$1,100,000
Total Contract Maximum for July 1, 2017 to June 30, 2020		$3,564,011

*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: _____

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

SIGNATURE PAGE

First 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 First Amendment to be effective on the date executed by County.

COUNTY OF SANTA BARBARA
By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD
By: _____
Deputy Clerk
Date: _____

CONTRACTOR
SYLMAR HEALTH & REHABILITATION 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