

SECOND AMENDMENT 17-19

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor (hereafter Second Amended Contract), referenced as number BC 18-152, by and between the County of Santa Barbara (County) and Vista Pacifica Enterprises, Inc. (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; and

Whereas, the Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in December 2017 and the First Amendment approved by the County Board of Supervisors in May 2018, except as modified by this Second 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 will incur expenses beyond the value of this Agreement. This amendment adds funds in the amount of \$316,000 for Fiscal Year 18-19 to the prior Contract Maximum Amount of \$1,026,962 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 \$616,000 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 Section 3, Per diem Rate, from Exhibit B, Financial Provisions, and replace with the following:

3. PER DIEM RATE.

County agrees to reimburse Contractor at a Per Diem Rate during the term of this Agreement, as specified in Exhibit B-1. "Per Diem Rate" means a daily rate paid for reimbursable IMD Services for a client for the day of admission and each day that services are provided excluding the day of discharge. The Per Diem Rate shall be inclusive of all services defined in this Agreement, except for transportation services on the day of admission and discharge to and from the Contractor's facility. Other rates for special circumstances, besides those listed in Exhibit B-1, may be agreed to in writing by the Behavioral Wellness Director and the individual program's administrator.

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Contractor shall be reimbursed for a day of service, at the Per Diem Rate, when the client meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, as described in Exhibit A, and occupies a bed at 12:00 midnight. A day of service may also be reimbursed by County if the client is admitted and discharged during the same 24-hour period provided that such admission and discharge is not within 24 hours of a prior discharge, as approved by County.

Except as approved by the California Department of Health Care Services pursuant to Title 9 CCR § 1810.438, the rate for the services described herein shall be the rate established by the State Department of Health Care Services in accordance with Title 22 CCR, §§ 51510, 51511, 51511.1, and 51535, and 51535.1.

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

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

CONTRACTOR NAME: Vista Pacifica Enterprises, Inc.

FISCAL YEAR: 2017-2019

Service Level	Basic Daily Rate	Enhanced	Maximum Daily Rate*
VISTA PACIFICA CENTER			
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
VISTA PACIFICA CONVALESCENT			
SNF Level A		\$60.00	\$60.00
SNF Level B		\$130.00	\$130.00
SNF Level C		\$170.00	\$170.00
Total Maximum Contract Amount FY 17-18			\$726,962
Total Maximum Contract Amount FY 18-19			\$616,000

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.

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

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SIGNATURE PAGE

Second 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 Second 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