

## THIRD AMENDMENT 2016-2017

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Third Amendment (hereafter Third Amended Contract) to the Agreement for Services of Independent Contractor, referenced as number **BC 15-028**, 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, County is amending this contact due to unforeseen increased demand for service delivery and associated increases in costs resulting in a need to increase the maximum amount of the contract. This amendment adds funds in the amount of **\$670,000** to the prior Fiscal Year 16-17 maximum contract amount of **\$600,000** so as to compensate Contractor for the additional costs for services rendered under this Agreement through June 30, 2017.

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2014, the First Amendment approved by the County Board of Supervisors in May 2015 and the Second Amendment approved by the County Board of Supervisors in March 2016, except as modified by this Third Amended Contract.

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 **\$1,270,000** for Fiscal Year 16-17 for a total maximum contract amount during the term of this agreement not to exceed **\$3,242,826**. 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.

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

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)
<b>Maximum Contract Amount FY 14-15</b>		<b>\$1,000,000</b>
<b>Maximum Contract Amount FY 15-16</b>		<b>\$972,826</b>
<b>Maximum Contract Amount FY 16-17</b>		<b>\$1,270,000</b>
<b>Total Contract Maximum for July 1, 2014 to June 30, 2017</b>		<b>\$3,242,826</b>

\*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.

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**SIGNATURE PAGE**

Third 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.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
JOAN HARTMANN, 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: \_\_\_\_\_  
Authorized Representative

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

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management