

## 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 18-081, by and between the **County of Santa Barbara** (County) and **Merced Behavioral 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, the 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 \$119,585 for Fiscal Year 17-18 to the prior annual maximum of \$550,000, 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, Maximum Contract Amount, from Exhibit B, Financial Provisions, and replace with the following:**

**II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$669,585 for FY 17-18, \$550,000 for FY 18-19, and \$550,000 for FY 19-20**, for a total contract amount **not to exceed \$1,769,585 during the term of this agreement**. 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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EXHIBIT B-1			
DEPARTMENT OF BEHAVIORAL WELLNESS			
SCHEDULE OF RATES AND CONTRACT MAXIMUM			
CONTRACTOR NAME:	Merced Behavioral Center	FISCAL YEAR:	2017-18, 2018-19, 2019-20
<b>Facility</b>	<b>Program</b>	<b>Maximum Daily Rate*</b>	
Country Villa Merced Behavioral Healthcare Center	Basic SNF	\$192.48	
	STP Supplement	\$5.72	
	Bed Hold	(\$7.35)	
<b>Maximum Contract Amount FY 17-18</b>		<b>\$669,585</b>	
<b>Maximum Contract Amount FY 18-19</b>		<b>\$550,000</b>	
<b>Maximum Contract Amount FY 19-20</b>		<b>\$550,000</b>	
<b>Total Contract Maximum July 1, 2017 through June 30, 2020</b>		<b>\$1,769,585</b>	
<p>*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.</p>			
CONTRACTOR SIGNATURE:			
STAFF ANALYST SIGNATURE:			
FISCAL SERVICES SIGNATURE:			

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

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**SIGNATURE PAGE**

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Merced Behavioral 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  
MERCED BEHAVIORAL 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