

## SEVENTH AMENDMENT 2010-2011

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is a Seventh amendment (hereafter referred to as the "Seventh Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 06-086**, by and between the **County of Santa Barbara** (County) and **Sylmar Health & Rehabilitation Center, a subsidiary of Golden State Health Centers, Inc.** (Contractor), for the continued provision of **IMD Services for adults**.

Whereas, this Seventh Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in January 2006, the First Amendment approved by the County Board of Supervisors in June 2006, the Second Amendment approved by the County Board of Supervisors in June 2007, the Third Amendment approved by the County Board of Supervisors in July 2008, the Fourth Amendment approved by the County Board of Supervisors in March 2009, the Fifth Amendment approved by the County Board of Supervisors in June 2009, the Sixth Amendment approved by the ADMHS Director in June 2010, except as modified by this Seventh Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

#### I. Delete Item 4, Term, from Agreement and replace with the following:

4. **TERM.** Contractor shall commence performance on July 1, 2010, and end performance upon completion, but no later than June 30, 2011, unless otherwise directed by County or unless earlier terminated.

#### II. Delete Section 13, Compliance with HIPAA, from Agreement, and replace with the following:

13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

#### III. Delete Item 1 of Exhibit B, Payment Arrangements, and replace with the following:

1. **CONTRACTOR SERVICES.** For Contractor services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Fees (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed \$240000.

#### IV. Delete Exhibit B-1, Schedule of Fees, and replace with the following:

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**EXHIBIT B-1**

**SCHEDULE OF FEES**

<b>Program</b>	<b>Daily Rate</b>
Basic Level Services	\$127.31
Dual Diagnosis Patch	\$26.84
Total	\$ 154.15

**Total Contract Maximum Value** **\$240000**

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

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

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

**V. Delete Exhibit BAA.**

**SEVENTH AMENDMENT 2010-2011**

**SIGNATURE PAGE**

Agreement for Services of Independent Contractor between the County of Santa Barbara and Sylmar Health & Rehabilitation Center, a subsidiary of Golden State Health Centers, Inc.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
JANET WOLF  
CHAIR, BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

By: \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tax Id No 95-2589283.  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By \_\_\_\_\_  
Deputy County Counsel  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

APPROVED AS TO FORM :  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ANN DETRICK, PH.D.  
DIRECTOR

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

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

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

Date: \_\_\_\_\_

# SEVENTH AMENDMENT 2010-2011

## CONTRACT SUMMARY PAGE

**BC 06-086**

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year..... 10-11  
D2. Budget Unit Number ..... 043  
D3. Requisition Number ..... N/A  
D4. Department Name ..... Alcohol, Drug, & Mental Health  
D5. Contact Person ..... Danielle Spahn  
D6. Telephone..... (805) 681-5229

K1. Contract Type (check one): ☐ Personal Service ☐ Capital  
K2. Brief Summary of Contract Description/Purpose ..... IMD Services for adults.  
K3. Contract Amount..... \$240000  
K4. Contract Begin Date ..... 7/1/2010  
K5. Original Contract End Date ..... 6/30/2006  
K6. Amendment History .....

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2010	\$240000		\$240000	6/30/2011	Renew for 10-11

B1. Is this a Board Contract? (Yes/No)..... True  
B2. Number of Workers Displaced (if any) ..... N/A  
B3. Number of Competitive Bids (if any)..... N/A  
B4. Lowest Bid Amount (if bid) ..... N/A  
B5. If Board waived bids, show Agenda Date..... N/A  
and Agenda Item Number .....  
B6. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)... Yes

F1. Encumbrance Transaction Code..... 1701  
F2. Current Year Encumbrance Amount ..... \$240000  
F3. Fund Number..... 0044  
F4. Department Number..... 043  
F5. Division Number (if applicable)..... N/A  
F6. Account Number..... 7460  
F7. Cost Center number (if applicable)..... 4663  
F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID ..... A=287481  
V2. Payee/Contractor Name ..... Sylmar Health & Rehabilitation Ctr.  
V3. Mailing Address ..... 13347 Ventura Blvd.  
V4. City, State (two-letter) Zip (include +4 if known) ..... Sherman Oaks, CA 91423  
V5. Telephone Number..... 8183853225  
V6. Contractor's Federal Tax ID Number (EIN or SSN) ..... 95-2589283  
V7. Contact Person ..... Martin Weiss Vice President  
V8. Workers Comp Insurance Expiration Date ..... 1/1/2011  
V9. Liability Insurance Expiration Date[s] ..... 9/7/2010  
V10. Professional License Number ..... SNF License# 920000123  
V11. Verified by (name of county staff)..... Danielle Spahn  
V12. Company Type (Check one): Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_