

## FIFTH AMENDMENT 2013-2014

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Fifth Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 14-025**, by and between the **County of Santa Barbara** (County) and **Crestwood Behavioral Health Center, Inc.** (Contractor), for the continued provision of Institute for Mental Disease and Mental Health Rehabilitation Center Services for Adults (previously referenced as number **BC 12-017**).

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 Fifth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2011, the First Amendment approved by the County Board of Supervisors in June 2012, the Second Amendment approved by the County Board of Supervisors in April 2013, the Third Amendment approved by the County Board of Supervisors in June 2013, the Fourth Amendment approved by the County Board of Supervisors in March 2014, except as modified by this Fifth Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of 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 \$150000 to the Agreement of \$850000 ending June 30, 2014, so as to compensate Contractor for 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 has been calculated based on the total Units of Service (UOS) to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$1,000,000**. The Maximum Contract Amount shall consist of County, State, and/or Federal funds. 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:**

**FIFTH AMENDMENT 2013-2014**

**Exhibit B-1  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

**EXHIBIT B-1  
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

**CONTRACTOR NAME:** Crestwood Behavioral Health **FISCAL YEAR:** 2013-14

<b>Facility</b>	<b>Service Level</b>	<b>Maximum Daily Rate</b>
Redding	SNF-STP Basic	\$179.32
	SNF-STP Augmented	\$189.32
	SNF-STP Complex I *	\$199.32
	SNF-STP Complex II *	\$219.32
	SNF-STP Complex III *	\$229.32
San Jose	Level 1	\$228.00
	Pregnant	\$238.00
Bakersfield	Level 1	\$231.00
	Level 2 (1:1 Supervision)	\$512.00
<b>Maximum Contract Amount</b>		<b>\$1,000,000</b>

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

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

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

\* As authorized in writing by County, prior to admission.

**FIFTH AMENDMENT 2013-2014**

**SIGNATURE PAGE**

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Crestwood Behavioral Health Center, Inc..

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

**ATTEST:**  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA**

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

By: \_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

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

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

**RECOMMENDED FOR APPROVAL:**  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
TAKASHI WADA, MD, MPH  
INTERIM DIRECTOR

**CONTRACTOR:**  
MR. GARY ZEYEN, CONTROLLER  
CRESTWOOD BEHAVIORAL HEALTH CENTER,  
INC.

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

By: \_\_\_\_\_  
Tax Id No 68-0399495

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
RAY AROMATORIO  
RISK MANAGER

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