

FIRST AMENDED AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS Amendment to the AGREEMENT for services of Independent Contractor, referenced as **BC 18-079** (hereafter First Amended Agreement), is made by and between the County of Santa Barbara, Department of Behavioral Wellness (County) and **Crestwood Behavioral Health, Inc.**, a Delaware corporation, with its principle place of business in Sacramento, California wherein Contractor agrees to provide and County agrees to accept the 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 continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 18-079, on July 11, 2017 for the provision of services at its institutes for mental disease (IMDs) and residential treatment services for a maximum contract amount not to exceed \$2,550,000.00, for the period of July 1, 2017 through June 30, 2020, inclusive of \$850,000.00 per fiscal year (FY);

WHEREAS, the County and Contractor wish to enter into a First Amended Agreement to increase the amount of the Agreement by \$200,000.00 for FY 19-20, due to an increased need in services, for a new contract maximum amount not to exceed **\$2,750,000.00**, for the period of July 1, 2017 through June 30, 2020, inclusive of \$850,000.00 for FY 17-18, \$850,000.00 for FY 18-19 for FY \$1,050,000.00 for FY19-20.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. Delete Section II (Maximum Contract Amount) of Exhibit B (Financial Provisions) and replace with the following:

The Maximum Contract Amount of this Agreement shall not exceed \$2,750,000.00 inclusive of \$850,000 for FY 17-18, \$850,000 for FY 18-19, and \$1,050,000.00 for FY 19-20, which shall consist of County, State, and/or Federal funds as shown in Exhibit B-1 and subject to the provisions in Exhibit B, Section 1 (Payment for Services). 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 the second chart on page 4 of Exhibit B-1 (Schedule of Rates and Contract Maximum) Fiscal Year: 2017-2018, 2018-2019, 2019-2020 and replace with the following:

EXHIBIT B-1			
DEPARTMENT OF BEHAVIORAL WELLNESS			
SCHEDULE OF RATES AND CONTRACT MAXIMUM			
CONTRACTOR NAME:	Crestwood Behavioral Health	FISCAL YEAR:	2017-18, 2018-19, 2019-20
Maximum Contract Amount FY 17-18		\$850,000	
Maximum Contract Amount FY 18-19		\$850,000	
Maximum Contract Amount FY 19-20		\$1,050,000	
Total Contract Maximum July 1, 2017 through June 30, 2020		\$2,750,000	
CONTRACTOR SIGNATURE:			
FISCAL SERVICES SIGNATURE:			

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

SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

Deputy Clerk
Date: _____

CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH, INC.

By: _____
Authorized Representative

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

RECOMMENDED FOR APPROVAL:

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

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Management