

FIFTH AMENDMENT 2008-2009

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, number **BC 05-006**, 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 Mental Health Rehabilitation Center Services for Adults**.

Whereas, this Fifth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2004, the First Amendment approved by the County Board of Supervisors in December 2006, the Second Amendment approved by the County Board of Supervisors in June 2006, the Third Amendment approved by the County Board of Supervisors in August 2006, the Fourth Amendment approved by the County Board of Supervisors in June 2007, except as modified by this Fifth 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 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 **\$420000**.

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

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EXHIBIT B-1

SCHEDULE OF RATES

July 1, 2008 to June 30, 2009

BAKERSFIELD FACILITY	
Program	Daily Rate
LEVEL A (1:1 Supervision)	\$446.00
LEVEL B (Highest Level of Supervision)	\$202.00

Total Contract Maximum Value **\$420000**

NOTE: Transportation shall be billed separately (based on actual cost).

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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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.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 68-0399495.
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 _____
Director
Date: _____

By: _____
Date: _____

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CONTRACT SUMMARY PAGE

BC 05-006

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..... 08-09
 D2. Budget Unit Number 043
 D3. Requisition Number.....
 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 Institute for Mental Disease Mental
 K3. Contract Amount..... \$420000
 K4. Contract Begin Date 7/1/2008
 K5. Original Contract End Date 6/30/2005
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2008	280000		280000	6/30/2009	Renew for FY 08-09
4	7/1/2008	140000	420000	420000	6/30/2009	Add additional funds

B1. Is this a Board Contract? (Yes/No)..... Yes
 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 \$420000
 F3. Fund Number..... 0044
 F4. Department Number 043
 F5. Division Number (if applicable).....
 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 = 206844
 V2. Payee/Contractor Name Crestwood Behavioral Health
 V3. Mailing Address 520 Capitol Mall, Suite 800.
 V4. City, State (two-letter) Zip (include +4 if known) Sacramento, CA 95814
 V5. Telephone Number..... 9164712242
 V6. Contractor's Federal Tax ID Number (EIN or SSN) 68-0399495
 V7. Contact Person..... Gary Zeyen Controller
 V8. Workers Comp Insurance Expiration Date 1/1/2010
 V9. Liability Insurance Expiration Date[s] 1/1/2010
 V10. Professional License Number 0000042AA
 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: _____