

FIRST AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS Amendment to the AGREEMENT for services of Independent Contractor, referenced as BC 20-082 (hereafter First Amended Agreement), is made by and between the County of Santa Barbara (County) and **Crestwood Behavioral Health, Inc.**, a Delaware corporation, with its principle place of business at 520 Capitol Mall, Sacramento, CA (Contractor), 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 a Board Agreement for Services of Independent Contractor, referred to as BC 20-082, on June 16, 2020 for the provision of mental health services and residential treatment services for a total amount not to exceed \$1,500,000 for the period of July 1, 2020 through June 30, 2023, inclusive of \$500,000 per fiscal year;

WHEREAS, the County and Contractor wish to enter into this First Amended Agreement to increase the amount of the Agreement by \$600,000 for FY 20-21 for a new contract maximum amount not to exceed \$2,100,000, inclusive of \$1,100,000 for FY 20-21, \$500,000 for FY 21-22, and \$500,000 for FY 23-23 for the period of July 1, 2020 to June 30, 2023;

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: MHS and replace with the following:

The maximum contract amount of this Agreement shall not exceed \$2,100,000 year for FY 20-23, inclusive of \$1,100,000 for FY 20-21, \$500,000 for FY 21-22, and \$500,000 for FY 22-23 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 and replace with the following Exhibit B-1 MHS (Schedule of Rates and Contract Maximum) FY 20-23 to the Agreement:

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM: MHS

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

CONTRACTOR NAME: Crestwood Behavioral Health FISCAL YEAR: 2020-21, 2021-22, 2022-23

Facility	Service Level	2020-21 Maximum Daily Rate	2021-22 Maximum Daily Rate	2022-23 Maximum Daily Rate
San Jose	MHRC Level 3	\$303.00	\$315.00	\$315.00
	MHRC Level 2	\$312.00	\$324.00	\$324.00
	MHRC Level 1	\$388.00	\$404.00	\$404.00
Bakersfield	MHRC Level 4	\$292.00	\$304.00	\$304.00
	MHRC Level 3	\$324.00	\$337.00	\$337.00
	MHRC Level 2	\$356.00	\$370.00	\$370.00
	MHRC Level 1 (1:1)	\$672.00	\$696.00	\$696.00
Sacramento	MHRC Level 3	\$294.00	\$306.00	\$306.00
	MHRC Level 2	\$324.00	\$337.00	\$337.00
	MHRC Level 1	\$356.00	\$370.00	\$370.00
Bakersfield Bridge	Community Care Center/CCLD	\$203.00	\$209.00	\$209.00
Fremont SNF	Patch/Enhancement rate	\$136.00	\$140.00	\$140.00
Maximum Contract Amount FY 20-21		\$1,100,000		
Maximum Contract Amount FY 21-22			\$500,000	
Maximum Contract Amount FY 22-23				\$500,000
Total Contract Maximum July 1, 2020 through June 30, 2023		\$1,100,000	\$500,000	\$500,000

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

* In special situations, the daily rate may be adjusted by the Director and/or his designee to accommodate clients with acute needs, additional monitoring, or medical complexity. Rate changes must be pre-authorized by Behavioral Wellness.

**Clients can be admitted to other Crestwood owned facilities at the contractor's published rates and/or negotiated rates based on client's placement needs.

*** Bed hold rate is the client's current rate less \$8.35.

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: _____
BOB NELSON, 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
RISK MANAGER

By: _____
Risk Management