

**FIRST AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS Amendment to the AGREEMENT for services of Independent Contractor, referenced as BC 19-220 (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 at 520 Capitol Mall, Sacramento, CA, 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 19-220, on May 28, 2019 for the provision of crisis residential treatment services for a total amount not to exceed \$1,619,363.00 for the period of May 28, 2019 through June 30, 2020;

WHEREAS, the County and Contractor wish to enter into a First Amended Agreement to increase the amount of the Agreement by \$695,442.00 for FY 20-21 and extend the term of the Agreement to December 31, 2020, for a new contract maximum amount not to exceed \$2,314,805.00 for the period of May 28, 2019 to December 31, 2020, inclusive of \$228,479.00 for FY 18-19, \$1,390,884.00 for FY 19-20, and \$695,442.00 for FY 20-21;

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

I. Delete Agreement, Section 4 (Term) and replace it with the following:

1. TERM.

Contractor shall commence performance on **5/28/2019** and end performance upon completion, but no later than **12/31/2020** unless otherwise directed by County or unless earlier terminated.

II. 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 \$2,314,805.00 inclusive of \$228,479.00 for FY 18-19, \$1,390,884.00 for FY 19-20, and \$695,442.00 for FY 20-21, which shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH and subject to the provisions in Section I (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.

III. Delete Subsection A.3 (Pre-Audit Costs Settlement) of Section VIII (Pre-Audit Cost Report Settlements) of Exhibit B (Financial Provisions) and replace with the following:

3. The County Maximum Allowable rate, unless Director or designee approves in writing in the year end cost settlement, that use of the County Maximum Allowable rate was waived for settlement purposes.

IV. Add the following Exhibit B-1 MHS (Schedule of Rates and Contract Maximum) FY 20-21 to the Agreement:

**EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: Crestwood

FISCAL YEAR: FY20-21
July 1, 2020-
Dec 31, 2020

Contracted Services (1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate(4)
Medi-Cal Billable Services	24-Hour	05	Adult Crisis Residential	Bed Day	40	\$440.63
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.58
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost

	PROGRAM					TOTAL
	Crisis Residential South					
GROSS COST:	\$ 695,442					\$695,442
CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -					\$0
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 695,442	\$ -				\$ 695,442

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 347,721					\$ 347,721
NON-MEDI-CAL	\$ 34,772	\$ -				\$ 34,772
SUBSIDY	\$ 312,949					\$ 312,949
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING) (3)	\$ 695,442	\$ -				\$ 695,442

CONTRACTOR SIGNATURE: _____

Maunickus

FISCAL SERVICES SIGNATURE: _____

(1) Additional services may be provided if authorized by Director or designee in writing.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.

(4) Director or designee may remove or increase the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

V. Add the following Exhibit B-2 Contractor Budget by Program to the Agreement:

Santa Barbara County Department of Behavioral Wellness
Entity Budget by Program

AGENCY NAME: SANTA BARBARA CRT - 1176 - CRESTWOOD

COUNTY FISCAL YEAR: JUL-DEC 2020

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3
		I. REVENUE SOURCES:	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Crisis Residential South
1		Contributions	\$ -	
2		Foundations/Trusts	\$ -	
3		Miscellaneous Revenue	\$ -	
4		Behavioral Wellness Funding	\$ 695,442	\$ 695,442
5		Other Government Funding	\$ -	
6		Other (specify)	\$ -	
7		Other (specify)	\$ -	
8		Other (specify)	\$ -	
9		Other (specify)	\$ -	
10		Total Other Revenue	\$ 695,442	\$ 695,442
		I.B Client and Third Party Revenues:		
11		Client Fees	-	
12		SSI	-	
13		Other (specify)	-	
14		Total Client and Third Party Revenues (Sum of lines 19 through 23)	\$ -	\$ -
15		GROSS PROGRAM REVENUE BUDGET	\$ 695,442	\$ 695,442

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Crisis Residential South
	III.A. Salaries and Benefits Object Level		
16	Salaries (Complete Staffing Schedule)	\$ 310,146	\$ 310,146
17	Employee Benefits	\$ 128,045	\$ 128,045
18	Payroll Taxes	\$ 27,493	\$ 27,493
20	Salaries and Benefits Subtotal	\$ 465,684	\$ 465,684
	III.B Services and Supplies Object Level		
21	Professional Fees	\$ 3,000	\$ 3,000
22	Office Supplies, Postage, Shipping	\$ 2,500	\$ 2,500
23	Training & Transportation Costs	\$ 9,722	\$ 9,722
24	Waste Water, Gas/Electric, Alarm, Hazmat	\$ 6,207	\$ 6,207
25	Building Lease	\$ 55,002	\$ 55,002
26	Furniture/Fixtures - Expendable	\$ 2,928	\$ 2,928
27	Software, Licensing, Data, Phone, IT Support	\$ 17,732	\$ 17,732
28	Payroll Service Fees	\$ 6,724	\$ 6,724
29	Insurance/General	\$ 11,824	\$ 11,824
30	Pre-Employment Expense, Advertising/Employment Ads	\$ 2,409	\$ 2,409
31	Accreditation, Certification, Audit Fees	\$ -	\$ -
32	Services and Supplies Subtotal	\$ 118,048	\$ 118,048
	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		
33	Client Services -- Linen/Household Supplies, Program Expenses, Food Supplies, Medication/Laboratory, Socialization-Media	\$ 21,000	\$ 21,000
34	SUBTOTAL DIRECT COSTS	\$ 604,732	\$ 604,732
	IV. INDIRECT COSTS		
35	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 90,710	\$ 90,710
36	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 695,442	\$ 695,442


VI. 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: 6-16-20

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD


Deputy Clerk

Date: 6-16-20

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 MANAGEMENT

By: _____
Risk Management

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By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH, INC.

Deputy Clerk

Date: _____

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Teresa M. Martinez Jun 5, 2020 09:08 PDT

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 MANAGEMENT

By:  _____

Risk Management

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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: Mashkevich
Authorized Representative

Name: Elena Mashkevich

Title: Director of County

Date: 5/28/2020 Contracts

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 MANAGEMENT

By: _____
Risk Management