

Third Amendment 2014-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Third Amendment (hereafter Third Amended Contract) to the Agreement for Services of Independent Contractor, number BC 15-027 is made by and between the **County of Santa Barbara** (County) and **Crestwood Behavioral Health Center, Inc.** (Contractor), for the continued provision of 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 retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein; and

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2014, The First Amendment approved by the County Board of Supervisors in September 2014, and The Second Amendment approved by the County Board of Supervisors in May 2015, except as modified by this Third Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of the 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 \$102,000 for Fiscal Year 15-16 to the prior year Agreement maximum of \$3,200,000, so as to compensate Contractor for additional 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:

II. Maximum Contract Amount.

The Maxim Contract Amount shall not exceed **\$1,200,000** for FY 14-15, **\$1,102,000** for FY 15-16, and **\$1,000,000** for FY 16-17, for a total contract amount during the term of the Agreement not to exceed **\$3,302,000**. Notwithstanding any other provisions of this Agreement, in no event shall the 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:

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EXHIBIT B-1				
DEPARTMENT OF BEHAVIORAL WELLNESS				
SCHEDULE OF RATES AND CONTRACT MAXIMUM				
(this table applicable to services described in Exhibit A-1, IMD Services)				
CONTRACTOR NAME:	Crestwood Behavioral Health	FISCAL YEAR: 2014-15, 2015-16, 2016-17		
Facility	Service Level	Basic*	Enhanced	Maximum Daily Rate
Redding	SNF-STP Augmented	\$192.10	\$10.00	\$195.60
	SNF-STP Complex I **	\$192.10	\$20.00	\$212.10
	SNF-STP Complex II **	\$192.10	\$40.00	\$232.10
	SNF-STP Complex III **	\$192.10	\$50.00	\$242.10
Vallejo	SNF-STP Augmented	\$185.60	\$17.00	\$302.00
	SNF-STP Complex I **	\$185.60	\$30.00	\$257.00
	SNF-STP Complex II **	\$185.60	\$50.00	\$228.00
	SNF-STP Complex III **	\$185.60	\$80.00	\$214.00
Stockton	SNF-STP Augmented	Not payable by County	\$30.00	\$30.00
	SNF-STP Complex I **		\$32.00	\$32.00
	SNF-STP Complex II **		\$50.00	\$50.00
	SNF-STP Complex III **		\$75.00	\$75.00
	SNF-STP Sub-Acute		Negotiated on a case-by-case basis	
	SNF-STP Non-Medi-Cal	\$185.60	\$14.00	\$199.60
Modesto	SNF-STP Augmented	Not payable by County	\$30.00	\$30.00
	SNF-STP Complex I **		\$35.00	\$35.00
	SNF-STP Complex II **		\$50.00	\$50.00
	SNF-STP Complex III **		\$75.00	\$75.00
	SNF-STP Sub-Acute		Negotiated on a case-by-case basis	
	SNF-STP Non-Medi-Cal	\$192.10	\$14.00	\$206.10
	Non Medi-Cal	\$222.79	\$118.00	\$340.79
Fremont GTC	Neuro-Behavioral	Not payable by County	\$118.00	\$118.00
	Conversion		\$257.34	
Crestwood Manor Freemont	SNF-STP Augmented	Not payable by County	\$28.00	\$28.00
	SNF-STP Complex I **		\$50.00	\$50.00
	SNF-STP Complex II **		\$80.00	\$80.00
	SNF-STP Complex III **		\$118.00	\$118.00

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EXHIBIT B-1				
DEPARTMENT OF BEHAVIORAL WELLNESS				
SCHEDULE OF RATES AND CONTRACT MAXIMUM				
(this table applicable to services described in Exhibit A-1, IMD Services)				
CONTRACTOR NAME:		Crestwood Behavioral Health	FISCAL YEAR: 2014-15, 2015-16, 2016-17	
Facility*	Service Level	Basic	Enhanced	Maximum Daily Rate
Stockton, Redding, Vallejo, and Modesto	Basic - for Individuals with a Primary Medical Condition	Not payable by County	\$0.00	\$0.00
	Level 1 - for clients with secondary medical concerns		\$20.00	\$20.00
	Level 2 - for clients with secondary medical concerns and more complex psychiatric concerns		\$50.00	\$50.00
Crestwood Manor - Fremont	Basic - for Individuals with a Primary Medical Condition		\$20.00	\$20.00
	Level 1 - for clients with secondary medical concerns		\$28.00	\$28.00
	Level 2 - for clients with secondary medical concerns and more complex psychiatric concerns		\$50.00	\$50.00
*Additional rates may be negotiated in writing between Contractor and County to accommodate specific client needs.				

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EXHIBIT B-1		
DEPARTMENT OF BEHAVIORAL WELLNESS		
SCHEDULE OF RATES AND CONTRACT MAXIMUM		
(this table applicable to services described in Exhibit A-1, IMD Services)		
CONTRACTOR NAME:	Crestwood Behavioral Health	FISCAL YEAR: 2014-15, 2015-16, 2016-17
Facility	Service Level	Maximum Daily Rate
San Jose	MHRC Level 1	\$244.00
	MHRC Pregnant	\$255.00
San Diego*	MHRC Standard	\$350.00
	MHRC Special Needs	\$300.00
	MHRC Special Needs Plus	\$250.00
	MHRC Bed Hold**	\$245.00
Bakersfield	MHRC Level 1	\$247.00
	MHRC Level 2 (1:1 Supervision)	\$549.00
Sacramento	MHRC	\$205.00
	MHRC Sub Acute	\$247.00
Vallejo	MHRC Level 1	\$302.00
	MHRC Level 2	\$257.00
	MHRC Level 3	\$228.00
	MHRC Level 4	\$214.00
Angwin	MHRC Level 1	\$293.00
	MHRC Level 2	\$234.00
	MHRC Level 3	\$190.00
Eureka	MHRC	\$258.00
*Plus \$28 per day for ancillary costs (pharmaceuticals, x-rays, laboratory, routine medical services, dental visits, and podiatry)		
**Less Raw Food cost, estimated at \$5 per day		

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

(this table applicable to services described in Exhibit A-2 Intensive Residential)

CONTRACTOR NAME: Crestwood Behavioral Health **FISCAL YEAR:** 2014-15, 2015-16, 2016-17

Facility	Service Level	Maximum Daily Rate
Bakersfield Bridge - Kern	Community Care Center/CCLD	\$168.00
Bridgehouse - Eureka	Community Care Center/CCLD: Day Treatment	\$140.00
	Residential Care Facility for Elderly	\$113.00
	Adult Residential Facility	\$90.00
	Bridge	\$160.00
Our House	Community Care Center/CCLD	\$105.00
American River Residential	Community Care Center/CCLD	\$110.00
Pleasant Hill Bridge	Community Care Center/CCLD	\$110.00
Pleasant Hill Pathways	Community Care Center/CCLD	\$163.00
Fresno	Community Care Center/CCLD	\$168.00
Vallejo Residential Care Facility for Elderly	Community Care Center/CCLD	\$115.00

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EXHIBIT B-1			
DEPARTMENT OF BEHAVIORAL WELLNESS			
SCHEDULE OF RATES AND CONTRACT MAXIMUM			
CONTRACTOR NAME:	Crestwood Behavioral Health	FISCAL YEAR:	2014-15, 2015-16, 2016-17
Maximum Contract Amount FY 14-15		\$1,200,000	
Maximum Contract Amount FY 15-16		\$1,102,000	
Maximum Contract Amount FY 16-17		\$1,000,000	
Total Contract Maximum July 1, 2014 through June 30, 2017		\$3,302,000	
CONTRACTOR SIGNATURE:			
STAFF ANALYST SIGNATURE:			
FISCAL SERVICES SIGNATURE:			

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Signature Page

Third 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 Third Amended Contract to be effective on the date executed by the County.

COUNTY OF SANTA BARBARA

By: _____
PETER ADAM, CHAIR
BOARD OF SUPERVISORS
Date: _____

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

CONTRACTOR
CRESTWOOD BEHAVIORAL HEALTH CENTER,
INC

By: _____
Deputy Clerk
Date: _____

By: _____
Date: _____

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

RECOMMENDED FOR APPROVAL:
DEPARTMENT OF BEHAVIORAL WELLNESS
ALICE GLEGHORN, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____