

First Amendment 2017-2020

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, referenced as BC 18-104, by and between the County of Santa Barbara (County) and California Psychiatric Transitions, 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.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2017; except as modified by this First Amended Contract.

Whereas, Contractor's Mental Health Rehabilitation Center (MHRC) Level 1 rates have been raised by \$50. This Amendment revises these rates from \$350/day to \$400/day for FY 18-19, with no change to the total contract amount for the term of the Agreement.

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

- I. Add the following to Exhibit B, Financial Provisions, Section VII., Audits, Audit Appeals and Post-Audit Medi-Cal Final Settlement:

- E. Contractor warrants and represents that it is a for-profit entity. The parties acknowledge that the guidelines issued by the OMB in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("OMB Super Circular" or "Omni Circular") provide that a for-profit subrecipient is not a Non-Federal entity that is subject to the audit requirements under 2 CFR section 200.501.

The Parties agree that the County's review of Contractor's contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") shall be limited to that Documentation that relates to the performance, evaluation, or monitoring of or compliance with contractual, statutory, or regulatory requirements regarding the services provided by Contractor under this Agreement. Nothing contained herein shall be deemed to otherwise grant any right to the County to review the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions.

- II. Add the following to Exhibit B-1, Schedule of Rates and Contract Maximum:

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Exhibit B-1

Schedule of Rates FY 18-20

MHRC	
Level 1	\$400/Day
1:1 Monitoring	\$40.00/Hour
Disruptive Behavioral Unit (DBU)	
Level 1	\$850/Day
1:1 Monitoring *	\$40.00/Hour
DIVERSION	
Level 1 (IST)	\$575/Day
Level 2	\$475/Day
1:1 Monitoring*	\$40.00/Hour
Maximum Contract Amount FY 17-18 not to exceed:	\$500,000
Maximum Contract Amount FY 18-19 not to exceed:	\$500,000
Maximum Contract Amount FY 19-20 not to exceed:	\$500,000
TOTAL MAXIMUM CONTRACT AMOUNT PAYABLE FY 17-20 NOT TO EXCEED:	\$1,500,000

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

Upon review of client's case by Contractor's admitting psychiatrist, Contractor shall notify County which level and program Contractor proposes placing the client in. If County agrees with the proposed placement and a bed is available, Contractor shall proceed with the admission process. Following admission, Contractor shall notify the County's Designated Representative via fax prior to moving County clients between the programs and levels specified above. Daily and hourly rates may be adjusted by Director and/or his/her designee based on acuity of client and monitoring needs.

***1:1 Monitoring needs to be pre-authorized by County QCM as stated in Exhibit A, Section 2.A.i.a.**

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **California Psychiatric Transitions, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on **July 1, 2018**.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

California Psychiatric Transitions, 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 MANAGEMENT

By: _____
Risk Management