

Third Amendment 2015-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Third Amendment (hereafter Third Amended Contract) to the Agreement for Services of Independent Contractor, referenced as number BC 16-121, 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, the Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in September 2015, the First Amendment approved by the County Board of Supervisors in June 2016, and the Second Amendment approved by the County Board of Supervisors in March 2017, 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 \$127,750 for Fiscal Year 16-17 to the prior Agreement maximum of \$991,450, 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 the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed **\$319,200** for Fiscal Year 15-16, and **\$800,000** for Fiscal Year 16-17 for a total contract amount during the term of this Agreement not to exceed **\$1,119,200**. 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 Exhibit B-1, Schedule of Rates FY 16-17, and replace with the following:

**EXHIBIT B-1
SCHEDULE OF RATES FY 16-17**

MHRC	
Level 1	\$350/Day
1:1 Monitoring	\$40.00/Hour
Disruptive Behavioral Unit (DBU)	
Level 1	\$850/Day
1:1 Monitoring	\$40.00/Hour
DIVERSION	
Level 4 (IST)	\$525/Day
Level 3	\$475/Day
Level 2	\$450/Day
Level 1	\$425/Day
1:1 Monitoring	\$40.00/Hour
MAXIMUM CONTRACT AMOUNT PAYABLE FY 16-17	\$800,000

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.

III. All other terms remain in full force and effect.

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SIGNATURE PAGE

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and California Psychiatric Transitions.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____

JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Deputy Clerk

Date: _____

CONTRACTOR

CALIFORNIA PSYCHIATRIC TRANSITIONS

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By _____

Deputy

APPROVED AS TO FORM :

DEPARTMENT OF BEHAVIORAL WELLNESS
ALICE GLEGHORN, PH.D. DIRECTOR
DIRECTOR

By _____

Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGER

By: _____

Risk Management