

**SECOND AMENDMENT TO AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

**This Second Amendment** to the Agreement for Services of Independent Contractor, **BC #19-220**, is made by and between the **County of Santa Barbara** (County) and **Crestwood Behavioral Health, Inc.** (Contractor), for the continued provision of services specified herein (hereafter Second Amended Contract).

**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**, due to the COVID-19 pandemic, County and Contractor have determined the need to remove the County Maximum Allowable (CMA) rate for FY 19-20 to more accurately reflect the productivity levels upon which the CMA is based with no change to the maximum contract amount set forth in Exhibit B;

**Whereas**, this Second Amended Contract incorporates the terms and conditions set forth in the First Amended Agreement as approved by the County Board of Supervisors in June 2020, except as modified in this Second Amended Contract.

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

- I. **Delete Exhibit B-1 MH FY 19-20, Schedule of Rates and Contract Maximum, and replace it with the following:**

[Exhibit B-1-MH on next page]

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

CONTRACTOR NAME: Crestwood

FISCAL YEAR: 19-20

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	\$429.46
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.51
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:	\$ 1,390,884					\$1,390,884
LESS REVENUES COLLECTED BY						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -					\$0
<b>MAXIMUM CONTRACT AMOUNT PAYABLE:</b>	<b>\$ 1,390,884</b>	<b>\$ -</b>				<b>\$ 1,390,884</b>

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 1,043,163	\$ -				\$ 1,043,163
NON-MEDI-CAL	\$ 69,544	\$ -				\$ 69,544
SUBSIDY	\$ 278,177	\$ -				\$ 278,177
OTHER (LIST):						\$ -
<b>TOTAL (SOURCES OF FUNDING) (3)</b>	<b>\$ 1,390,884</b>	<b>\$ -</b>				<b>\$ 1,390,884</b>

(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.

(4) CMA does not apply for FY 19/20.

\* 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.

**II. All other terms shall remain in full force and effect.**

Second 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 Second Amendment to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**  
ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL WELLNESS

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**  
CRESTWOOD BEHAVIORAL HEALTH, INC.

By: *Masha Kur*  
Authorized Representative

Name: *Elena Mashkevich*

Title: *Director of County*

Date: *8/6/2020 Contracts*

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO INSURANCE FORM:**  
RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management

[Number] Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Crestwood Behavioral Health, Inc..

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**COUNTY OF SANTA BARBARA:**  
ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL WELLNESS

By: 

Date: 6/27/2020

**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 SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO INSURANCE FORM:**  
RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management

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**COUNTY OF SANTA BARBARA:**  
ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL WELLNESS

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**  
CRESTWOOD BEHAVIORAL HEALTH, INC.

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: *Teresa M. Martinez*  
[Teresa M. Martinez \(Dec 2, 2020 12:41 PST\)](#)  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: *B.S.*  
[Robert Geis \(Dec 2, 2020 13:39 PST\)](#)  
Deputy

**APPROVED AS TO INSURANCE FORM:**  
RAY AROMATORIO  
RISK MANAGEMENT

By: *Ray Aromatorio*  
Risk Management