TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Fourth Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number <u>BC 14-025</u>, by and between the County of Santa Barbara (County) and Crestwood Behavioral Health Center, Inc. (Contractor), for the continued provision of Institute for Mental Disease and Mental Health Rehabilitation Center Services for Adults (previously referenced as number <u>BC 12-017</u>).

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 Fourth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2011, the First Amendment approved by the County Board of Supervisors in June 2012, the Second Amendment approved by the County Board of Supervisors in April 2013, the Third Amendment approved by the County Board of Supervisors in June 2013, except as modified by this Fourth Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of 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 \$331000 to the Agreement so as to compensate Contractor for 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, <u>Maximum Contract Amount</u>, from Exhibit B, <u>Financial Provisions</u>, and replace with the following:
 - II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total Units of Service (UOS) to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed \$850000. The Maximum Contract Amount shall consist of County, State, and/or Federal funds. 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 and Contract Maximum, and replace with the following:

Exhibit B-1 SCHEDULE OF RATES AND CONTRACT MAXIMUM

EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Crestwood Behavioral Health FISCAL YEAR: 2013-14

| Facility | Service Level | Maximum Daily Rate |
|--------------------|---------------------------|-----------------------|
| | | |
| Redding | SNF-STP Basic | \$179.32 |
| | SNF-STP Augmented | \$189.32 |
| | SNF-STP Complex I * | \$199.32 |
| | SNF-STP Complex II * | \$219.32 |
| | SNF-STP Complex III * | \$229.32 |
| San Jose | Level 1 | \$228.00 |
| | Pregnant | \$238.00 |
| Bakersfield | Level 1 | \$231.00 |
| | Level 2 (1:1 Supervision) | \$512.00 |
| Maximum Contract A | Amount | \$850,000 |

| CONTRACTOR SIGNATURE: | |
|----------------------------|------|
| STAFF ANALYST SIGNATURE: | Thos |
| FISCAL SERVICES SIGNATURE: | luce |
| I BUAL SERVICES SIGNATURE. | |

^{*} As authorized in writing by County, prior to admission.

Exhibit B-1 SCHEDULE OF RATES AND CONTRACT MAXIMUM

EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Crestwood Behavioral Health FISCAL YEAR: 2013-14

| Facility | Service Level | Maximum Daily Rate |
|--------------------|---------------------------|-----------------------|
| Redding | SNF-STP Basic | \$179.32 |
| | SNF-STP Augmented | \$189.32 |
| | SNF-STP Complex I* | \$199.32 |
| | SNF-STP Complex II * | \$219.32 |
| | SNF-STP Complex III * | \$229.32 |
| San Jose | Level 1 | \$228.00 |
| | Pregnant | \$238.00 |
| Bakersfield | Level 1 | \$231.00 |
| | Level 2 (1:1 Supervision) | \$512.00 |
| Maximum Contract A | mount | \$850,000 |

| CONTRACTOR SIGNATURE: | 56 |
|----------------------------|----|
| STAFF ANALYST SIGNATURE: | |
| FISCAL SERVICES SIGNATURE: | |

^{*} As authorized in writing by County, prior to admission.

SIGNATURE PAGE

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 Agreement to be effective on the date executed by County.

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

By: Deputy

Date: 3-18-14

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH

SERVICES

TAKASHI WADA, MD, MPH INTERIM DIRECTOR

Director

APPROVED AS TO FORM: MICHAEL C. GHIZZONI

COUNTY COUNSEL

Deputy County Counsel

COUNTY OF SANTA BARBARA

BY: _______STEVE LAVAGNINO, CHAIF BOARD OF SUPERVISORS

Date: 3-18-14

CONTRACTOR:

MR. GARY ZEYEN, CONTROLLER CRESTWOOD BEHAVIORAL HEALTH CENTER, INC.

By:______ Tax Id No 68-0399495

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA AUDITOR-CONTROLLER

Deputy |

APPROVED AS TO FORM:

RAY AROMATORIO RISK MANAGER

By: Marrie Kaun

SIGNATURE PAGE

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 Agreement to be effective on the date executed by County

| by County. ATTEST: MONA MIYASATO, COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD | COUNTY OF SANTA BARBARA |
|--|--|
| By: Deputy | By: STEVE LAVAGNINO, CHAIR BOARD OF SUPERVISORS |
| Date: | Date: |
| RECOMMENDED FOR APPROVAL: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES TAKASHI WADA, MD, MPH INTERIM DIRECTOR | CONTRACTOR: MR. GARY ZEYEN, CONTROLLER CRESTWOOD BEHAVIORAL HEALTH CENTER INC. |
| By Director | By: |
| 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 |
| | APPROVED AS TO FORM: RAY AROMATORIO RISK MANAGER |
| | By: |