

**FOURTH AMENDED AGREEMENT
FOR SERVICES OF
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

Cf MERCED BEHAVIORAL, LLC
FOR

MENTAL HEALTH SERVICES

**FOURTH AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FOURTH AMENDMENT to the AGREEMENT for Services of Independent Contractor, referenced as number **BC 18-081**, is made by and between the **County of Santa Barbara** (County) and CF Merced Behavioral, LLC, a California limited liability company, dba **Merced Behavioral Center** (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 County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 18-081, on July 11, 2017 for the provision of mental health services for the period of July 1, 2017 to June 30, 2020, for a total Maximum Contract Amount not to exceed **\$1,650,000**;

WHEREAS, the First Amendment to the Agreement was authorized by the County Board of Supervisors on May 15, 2018 to increase the contract by **\$119,585** for FY 17-18 due to client need for services for a total Maximum Contract Amount not to exceed **\$1,769,585** for FY 17-20;

WHEREAS, the Second Amended Agreement was authorized by the County Board of Supervisors on January 15, 2019 to update the Contractor's legal name for compliance and increased the Agreement by **\$250,000** for FY 18-19 due to client need for services for a Maximum Contract Amount not to exceed **\$2,019,585** for FY 17-20;

WHEREAS, the Third Amended Agreement was authorized by the County Board of Supervisors on April 9, 2019 to increase the Agreement by **\$50,000** for FY 18-19 and **\$300,000** for FY 19-20 due to increased bed rates for a Maximum Contract Amount not to exceed **\$2,369,585** for FY 17-20;

WHEREAS, this Fourth Amended Agreement increases funding by **\$450,000** for FY 19-20 due to increased bed rates for a Maximum Contract Amount not to exceed **\$2,819,585** for FY 17-20 and incorporates the terms and condition set forth in the First Amended Agreement approved by the Board of Supervisors on May 15, 2018, the Second Amended Agreement approved on January 15, 2019, and the Third Amended Agreement approved by the Board of Supervisors on April 9, 2019, except as modified in this Fourth Amended Agreement; and

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 of this Agreement shall not exceed **\$669,585 for FY 17-18, \$850,000 for FY 18-19, and \$1,300,000 for FY 19-20**, for a total contract amount not to exceed **\$2,819,585** during the term of this Agreement. 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 19-20 and Contract Maximum and replace with the following:

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

CONTRACTOR NAME: Merced Behavioral Center

FISCAL YEAR: 2019-20

Facility	Program	Maximum Daily Rate*
Country Villa Merced Behavioral Healthcare Center	Basic SNF	\$199.22
	STP Supplement	\$5.72
	Bed Hold	(\$8.35)
	Daily patch rate**	\$300.00
Maximum Contract Amount FY 19-20		\$1,300,000
Total Contract Maximum July 1, 2017 through June 30, 2020		\$2,819,585

*Or as otherwise published by the State Department of Healthcare Services. Upon notification of updated rates from DHCS, Contractor shall notify County of the new rates and its intent to adopt the new rates.

** Daily patch rate may be adjusted by Director and/or his/her designee based on acuity of client and monitoring needs.

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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

SIGNATURE PAGE

Fourth Amended Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Cf Merced Behavioral, LLC**.

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

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Cf Merced Behavioral, LLC

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