

FOURTH AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS Fourth Amendment to the AGREEMENT for services of Independent Contractor, referenced as BC 19-220, is made by and between the County of Santa Barbara, Department of Behavioral Wellness (County) and **Crestwood Behavioral Health, Inc.**, a Delaware corporation, with its principle place of business at 520 Capitol Mall, Sacramento, CA, wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Fourth Amended Agreement).

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Agreement for Services of Independent Contractor, referred to as BC 19-220, on May 28, 2019 for the provision of crisis residential treatment services for a total amount not to exceed \$1,619,363.00 for the period of May 28, 2019 through June 30, 2020;

WHEREAS, the County Board of Supervisors authorized the County to enter into a First Amended Agreement on June 16, 2020 to increase the amount of the Agreement by \$695,442.00 for FY 20-21 and extend the term of the Agreement to December 31, 2020, for a new contract maximum amount not to exceed \$2,314,805.00 for the period of May 28, 2019 to December 31, 2020, inclusive of \$228,479.00 for FY 18-19, \$1,390,884.00 for FY 19-20, and \$695,442.00 for FY 20-21;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Second Amended Agreement on June 16, 2020 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 in the contract maximum amount;

WHEREAS, the County Board of Supervisors authorized the County to enter into Third Amended Agreement on December 15, 2020 to increase the maximum contract amount by \$231,814.00 for FY 20-21 and extend the term of the Agreement to February 28, 2021, for a new contract maximum amount not to exceed \$2,546,619.00 for the period of May 28, 2019 to February 28, 2021, inclusive of \$228,479.00 for FY 18-19, \$1,390,884.00 for FY 19-20, and \$927,256.00 for FY 20-21;

WHEREAS, the County and Contractor wish to enter into a Fourth Amended Agreement to increase the maximum contract amount by \$ 463,628.00 for FY 20-21 and extend the term of the Agreement to June 30, 2021, for a new contract maximum amount not to exceed \$3,010,247.00 for the period of May 28, 2019 to June 30, 2021, inclusive of \$228,479.00 for FY 18-19, \$1,390,884.00 for FY 19-20, and \$1,390,884.00 for FY 20-21;

WHEREAS, the County and Contractor wish to enter into a Fourth Amended Agreement to remove the County Maximum Allowable (CMA) rate for FY 18-19 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 Fourth Amended Agreement incorporates the terms set forth in the Agreement approved by the County Board of Supervisors on May 28, 2019 and each subsequent amendment, except as modified by this Fourth Amended Agreement.

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

I. Delete Section 4 (Term) of the Standard Terms and Conditions of the Agreement and replace it with the following:

4. TERM.

Contractor shall commence performance on **5/28/2019** and end performance upon completion, but no later than **6/30/2021** unless otherwise directed by County or unless earlier terminated.

II. Delete Section II (Maximum Contract Amount) of Exhibit B Financial Provisions MHS and replace with the following:

The Maximum Contract Amount of this Agreement shall not exceed **\$3,010,247.00** inclusive of \$228,479.00 for FY 18-19, \$1,390,884.00 for FY 19-20, and \$1,390,884.00 for FY 20-21, which shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH and subject to the provisions in Section I (Payment for Services). 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.

III. Add the following Exhibit B-1 MHS Schedule of Rates and Contract Maximum FY 20-21 to the Agreement:

(Exhibit B-1 MH on next page)

EXHIBIT B-1 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A-2)

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

CONTRACTOR NAME: Crestwood

FISCAL YEAR: July 1, 2020-
June 30, 2021

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	\$440.63
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.58
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
CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -					\$0
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 1,390,884	\$ -				\$ 1,390,884

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 695,442					\$ 695,442
NON-MEDI-CAL	\$ 69,544					\$ 69,544
SUBSIDY	\$ 625,898					\$ 625,898
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING) (3)	\$ 1,390,884	\$ -				\$ 1,390,884

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(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.

* 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.

(4) Director or designee may remove or increase the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

IV. Add the following Exhibit B-2 Contractor Budget by Program to the Agreement:

AGENCY NAME: SANTA BARBARA CRT - 1176 - CRESTWOOD
 COUNTY FISCAL YEAR: JUL-JUN 2021

LINE #	COLUMN #	1	3
	I. REVENUE SOURCES:		Crisis Residential South
1	Contributions		
2	Foundations/Trusts		
3	Miscellaneous Revenue		
4	Behavioral Wellness Funding		\$ 1,390,884
5	Other Government Funding		
6	GROSS PROGRAM REVENUE BUDGET		\$ 1,390,884

	III. DIRECT COSTS	Crisis Residential South
	III.A. Salaries and Benefits Object Level	
7	Salaries (Complete Staffing Schedule)	\$ 620,292
8	Employee Benefits	\$ 256,090
9	Payroll Taxes	\$ 54,986
10	Salaries and Benefits Subtotal	\$ 931,368
	III.B Services and Supplies Object Level	
11	Professional Fees	\$ 6,000
12	Office Supplies, Postage, Shipping	\$ 5,000
13	Training & Transportation Costs	\$ 19,444
14	Waste Water, Gas/Electric, Alarm, Hazmat	\$ 12,414
15	Building Lease	\$ 110,004
16	Furniture/Fixtures - Expendable	\$ 5,856
17	Software, Licensing, Data, Phone, IT Support	\$ 35,464
18	Payroll Service Fees	\$ 13,448
19	Insurance/General	\$ 23,648
20	Pre-Employment Expense, Advertising/Employment Ads	\$ 4,818
21	Services and Supplies Subtotal	\$ 236,096
	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	
22	Client Services -- Linen/Household Supplies, Program Expenses, Food Supplies, Medication/Laboratory, Socialization-Media	\$ 42,000
23	SUBTOTAL DIRECT COSTS	\$ 1,209,464
	IV. INDIRECT COSTS	
24	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 181,420
25	GROSS DIRECT AND INDIRECT COSTS	\$ 1,390,884

V. Delete Exhibit B-1 MH FY 18-19, Schedule of Rates and Contract Maximum, and replace it with the following:

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

CONTRACTOR NAME: Crestwood **FISCAL YEAR:** FY1819

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	\$420.63
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.46
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:	\$ 228,479					\$228,479
CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -					\$0
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 228,479	\$ -				\$ 228,479

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 160,000	\$ -				\$ 160,000
NON-MEDI-CAL	\$ 5,795	\$ -				\$ 5,795
SUBSIDY	\$ 62,684					\$ 62,684
OTHER (LIST):						\$ -
TOTAL (SOURCE S OF FUNDING) (3)	\$ 228,479	\$ -				\$ 228,479

CONTRACTOR SIGNATURE: _____
 FISCAL SERVICES SIGNATURE: _____

- (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 to FY 18-19
- * 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.

VI. All other terms shall remain in full force and effect.

SIGNATURE PAGE

Fourth 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 Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

Deputy Clerk
Date: _____

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 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 MANAGER
RISK MANAGEMENT

By: _____
Risk Management