

EIGHTH AMENDMENT 2010-11

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Eighth Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 05-006**, 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 Mental Health Rehabilitation Center Services for Adults**.

Whereas, this Eighth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2004, the First Amendment approved by the County Board of Supervisors in December 2006, the Second Amendment approved by the County Board of Supervisors in June 2006, the Third Amendment approved by the County Board of Supervisors in June 2007, the Fourth Amendment approved by the County Board of Supervisors in June 2008, the Fifth Amendment approved by the County Board of Supervisors in March 2009, the Sixth Amendment approved by the County Board of Supervisors in June 2009, the Seventh Amendment approved by the ADMHS Director in June 2010, except as modified by this Eighth Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Item 4, Term of Agreement and replace with the following:

4. **TERM.** Contractor shall commence performance on **July 1, 2010**, and end performance upon completion, but no later than **June 30, 2011**, unless otherwise directed by County or unless earlier terminated.

II. Delete Section 12, Compliance with HIPAA, from Agreement, and replace with the following:

12. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

III. Delete Item 1, of Exhibit B, Payment Arrangements, and replace with the following:

1. **CONTRACTOR SERVICES.** For Contractor services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Fees (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed **\$505000**.

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III. Delete Exhibit B-1, Schedule of Fees, and replace with the following:

EXHIBIT B-1

SCHEDULE OF RATES

BAKERSFIELD FACILITY	
Service	Daily Rate
LEVEL 1 (Highest Level of Supervision)	\$211.00
LEVEL 2 (1:1 Supervision)	467.00

Total Contract Maximum Value

\$505000

CONTRACTOR SIGNATURE:

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

IV. Delete Exhibit BAA.

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SIGNATURE PAGE

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.

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Tax Id No 68-0399495.
Date: _____

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

By _____
Deputy
Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

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CONTRACT SUMMARY PAGE

BC 05-006

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year..... 10-11
D2. Budget Unit Number 043
D3. Requisition Number N/A
D4. Department Name Alcohol, Drug, & Mental Health
D5. Contact Person Danielle Spahn
D6. Telephone..... (805) 681-5229

K1. Contract Type (check one): ☐ Personal Service ☐ Capital
K2. Brief Summary of Contract Description/Purpose Institute for Mental Disease Mental
K3. Contract Amount..... \$505000
K4. Contract Begin Date 7/1/2010
K5. Original Contract End Date 6/30/2005
K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2010	505000		505000	6/30/2011	Renew for FY 10-11

B1. Is this a Board Contract? (Yes/No)..... Yes
B2. Number of Workers Displaced (if any) N/A
B3. Number of Competitive Bids (if any)..... N/A
B4. Lowest Bid Amount (if bid) N/A
B5. If Board waived bids, show Agenda Date..... N/A
and Agenda Item Number
B6. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)... Yes

F1. Encumbrance Transaction Code..... 1701
F2. Current Year Encumbrance Amount \$505000
F3. Fund Number..... 0044
F4. Department Number..... 043
F5. Division Number (if applicable)..... N/A
F6. Account Number..... 7460
F7. Cost Center number (if applicable)..... 4663
F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A = 206844
V2. Payee/Contractor Name Crestwood Behavioral Health
V3. Mailing Address 520 Capitol Mall, Suite 800.
V4. City, State (two-letter) Zip (include +4 if known) Sacramento, CA 95814
V5. Telephone Number..... 9164712242
V6. Contractor's Federal Tax ID Number (EIN or SSN) 68-0399495
V7. Contact Person Gary Zeyen Controller
V8. Workers Comp Insurance Expiration Date 1/1/2011
V9. Liability Insurance Expiration Date[s] G-1/1/2011 P-1/1/2011
V10. Professional License Number 0000042AA
V11. Verified by (name of county staff)..... Danielle Spahn
V12. Company Type (Check one): Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____