

**FIFTH AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
PLACEMENT FACILITIES  
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This Fifth Amendment to the Professional Services Agreement dated June 28, 2016, as amended on June 20, 2017, August 15, 2017, June 5, 2018 and October 16, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Crestwood Behavioral Health, Inc., a Delaware corporation, hereinafter referred to as "CONTRACTOR," is entered into this 25 day of June, 2019.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, desired to retain a qualified professional organization to provide a variety of long-term residential mental health treatment programs for adults with severe mental illnesses; and

WHEREAS, on June 28, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of long-term residential mental health treatment services to adults with severe mental illnesses; and

WHEREAS, on June 20, 2017, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to increase the maximum amount payable thereunder and adjust the rates of compensation set forth therein; and

WHEREAS, on August 15, 2017, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to increase the maximum amount payable thereunder; and

WHEREAS, on June 5, 2018, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to increase the maximum amount payable thereunder; and

WHEREAS, on October 16, 2018, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to adjust the rates of compensation set forth therein; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Six Million Eight Hundred Sixty Thousand Dollars (\$6,860,000.00). In no event shall the maximum amount paid under this Agreement exceed One Million Seven Hundred Sixty Thousand Dollars (\$1,760,000.00) for fiscal year 2016-2017, Two Million Five Hundred Thousand

Dollars (\$2,500,000.00) for fiscal year 2017-2018 and Two Million Six Hundred Thousand Dollars (\$2,600,000.00) for fiscal year 2018-2019. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

- B. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
  - C. Payment Terms and Conditions. COUNTY shall compensate CONTRACTOR for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement as set forth in Exhibit B – Payment Terms and Conditions, which is attached hereto and incorporated herein by reference.
2. Except as modified herein, the Professional Services Agreement dated June 28, 2016, as amended on June 20, 2017, August 15, 2017, June 5, 2018 and October 16, 2018, shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Fifth Amendment shall govern.

[Signatures on Following Page]


IN WITNESS WHEREOF, the parties have entered into this Fifth Amendment as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**CRESTWOOD BEHAVIORAL HEALTH, INC.:**

By:  Date: 6/4/2019  
Name: George C. Tutal  
Title: Chief Executive Officer

By:  Date: 6/5/19  
Name: GARY KIZYAN  
Title: DIRECTOR OF COUNTY CONTRACTS

**COUNTY OF HUMBOLDT:**

By:  Date: 6/25/19  
Rex Bohn  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:  Date: 06/11/2019  
Risk Management