

**FOURTH 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 Fourth Amendment to the Professional Services Agreement dated June 28, 2016, as amended on June 20, 2017, August 15, 2017 and June 5, 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 16 day of October, 2018.

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 treatment programs for adults with chronic mental illnesses; and

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

WHEREAS, on June 20, 2017, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement 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 to further increase the maximum amount payable thereunder; and

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

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. The Professional Services Agreement is hereby amended to include the following provision regarding counterpart execution:

45. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

2. The Professional Services Agreement is hereby amended to delete Exhibit B – Payment Terms and Conditions ("Exhibit B"), and replace it in its entirety with the modified version of Exhibit B that is

attached hereto and incorporated herein by reference. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of July 1, 2018.


3. Except as modified herein, the Professional Services Agreement dated June 28, 2016, as amended on June 20, 2017, August 15, 2017 and June 5, 2018, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

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

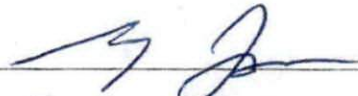
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

CRESTWOOD BEHAVIORAL HEALTH, INC.:


By: 
Name: George C Lytal
Title: President + CEO

Date: 9/17/2018

By: 
Name: GARY RYAN
Title: CONTROLLER


Date: 9/11/18

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 10/16/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 9/27/18

**EXHIBIT B
PAYMENT TERMS AND CONDITIONS
CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

1. RATE OF COMPENSATION:

CONTRACTOR and COUNTY agree to the following per diem rates for services provided pursuant to the terms and conditions of this Agreement as of July 1, 2018. The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22 of the California Code of Regulations Section 51511 C.

A. IMD 18-64	BASIC	ENHANCED	TOTAL
CRESTWOOD WELLNESS AND REC. CTR-REDDING	212.11	22.00	234.11
	212.11	43.00	255.11
	212.11	55.00	267.11
	212.11	108.00	320.11

B. NON IMD 18-64	BASIC	ENHANCED	TOTAL
STOCKTON		22.00	22.00
		33.00	33.00
		35.00	35.00
		55.00	55.00
		81.00	81.00
		108.00	108.00

SUB ACUTE NON MEDI CAL ***** NEGOTIABLE

MODESTO		22.00	22.00
		38.00	38.00
		55.00	55.00
		81.00	81.00
		108.00	108.00

SUB ACUTE NON MEDI CAL ***** NEGOTIABLE

FREMONT GTC	NON MEDI CAL	*****	128.00	
	NEURO-BEHAV CONVERSION(PRIVATE ROOM)		128.00	128.00
				278.00

CRESTWOOD MANOR FREMONT		22.00	22.00
	0.00	30.00	30.00
	0.00	55.00	55.00
		87.00	87.00
		128.00	128.00

**** Medi-Cal Published Rate

C. MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	227.00
	SUB ACUTE	274.00
SAN JOSE	LEVEL 1	283.00
	LEVEL 2	271.00
VALLEJO	LEVEL 1	335.00
	LEVEL 2	285.00
	LEVEL 3	253.00
	LEVEL 4	237.00
ANGWIN	LEVEL 1	325.00
	LEVEL 2	259.00
BAKERSFIELD	LEVEL 1	274.00
	LEVEL 2	609.00
	MIST	300.00
EUREKA		267.00
SAN DIEGO	LEVEL 1	412.00
	LEVEL 2	354.00
	LEVEL 3	295.00
	BED HOLD	287.00
CHULA VISTA	LEVEL 1	412.00
	LEVEL 2	354.00
	LEVEL 3	295.00
	BED HOLD	287.00
KINGSBURG	LEVEL 1	428.00
	LEVEL 2	375.00
	LEVEL 3	322.00
	BED HOLD	268.00

SAN FRANCISCO

LEVEL 1	528.00
LEVEL 2	466.00
LEVEL 3	450.00
LEVEL 3-A	431.00
BED HOLD	287.00

FALLBROOK

LEVEL 1	420.00
LEVEL 2	360.00
LEVEL 3	300.00
BED HOLD	287.00

D. PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	842.00
SAN JOSE	989.00
INDIGENT	1,089.00
SOLANO	914.00
KERN	1014.00
AMERICAN RIVER	835.00

E. COMMUNITY CARE CENTERS

EUREKA	PATHWAY	168.00
OUR HOUSE		126.00
BRIDGE(KERN)		191.00
AMERICAN RIVER RESIDENTIAL		126.00
PLEASANT HILL BRIDGE		126.00
PLEASANT HILL PATHWAYS		185.00
FRESNO		191.00
VALLEJO RCFE		131.00

F. GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0
	22.00	22.00
	55.00	55.00
	SPECIAL	
VALLEJO	0	0
	22.00	22.00
	55.00	55.00
	SPECIAL	
MODESTO	0	0
	22.00	22.00
	55.00	55.00
	SPECIAL	
REDDING GTC	0	0
	22.00	22.00
	55.00	55.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	22.00	22.00
	30.00	30.00
	55.00	55.00

2. RATE CHANGES:

CONTRACTOR shall submit written requests for rate changes to COUNTY, as necessary, with a frequency of not more than one (1) time per fiscal year.

3. RESERVED BED FEES:

A. **Emergency Hospitalizations.** With the exception of Institutions for Mental Disease (“IMD”) and Skilled Nursing facilities, in the event that the client or patient requires emergency hospitalization, if COUNTY authorizes and CONTRACTOR agrees, then COUNTY agrees to pay the reserved bed fee at the applicable authorized daily rate for a maximum of three (3) days. COUNTY shall not pay for a reserved bed space beyond the first three (3) days and CONTRACTOR is not required to reserve bed. For IMDs, clients or patients will be discharged from the facility for the purpose of emergency hospitalization. For Skilled Nursing facilities, applicable state regulations will be followed.

B. **Unexcused Absences.** For the Eureka Pathways program only, COUNTY will reimburse CONTRACTOR at the Pathways rate of One Hundred Sixty-Eight Dollars (\$168.00) per day for up to three (3) days in a calendar month that a client is absent without leave from the Pathways program. Authorization for this situation applies only if the CONTRACTOR immediately notifies the DHHS-Mental Health Supervising Clinician and/or Case Manager in writing by fax or e-mail of any client’s or patient’s absence without leave from certified residential treatment programs. For all other programs, authorization for reserved bed fees

will be made on a case by case basis, and only upon authorization by approved COUNTY personnel.

- C. **Community Visits.** For all Eureka residential programs, in the event the client or patient has been approved for a community visit, if COUNTY and CONTRACTOR agree prior to the client or patient leaving for the visit to reserve a bed, then COUNTY agrees to pay the reserved bed fee at the applicable authorized daily rate for a maximum of three (3) days and CONTRACTOR agrees to reserve the bed for a maximum of three (3) days.

4. **ANCILLARY CHARGES:**

CONTRACTOR will ensure other counties will be informed of COUNTY's expectations regarding other counties' responsibility for ancillary charges for their clients or patients placed at the CONTRACTOR's Eureka Campus.

5. **PAYMENT:**

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. Invoices shall be in a format approved by Director and the Humboldt County Auditor-Controller, and shall include the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, hereunder shall be made within thirty (30) days of receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Mental Health
Attention: Financial Services
507 F Street
Eureka, California 95501