

**SECOND AMENDMENT
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR FISCAL YEARS 2011-2012 THROUGH 2019-2020**

This Second Amendment to the Memorandum of Understanding For Emergency Evacuation Services dated July 2, 2012, as amended on April 26, 2016, 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 19 day of February, 2019.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health ("DHHS – Mental Health"), desired to provide for the evacuation of patients from the COUNTY's Inpatient Psychiatric Health Facility in the event of fire or natural disaster or as otherwise ordered by the Fire Marshall or the DHHS – Mental Health Director; and

WHEREAS, on July 2, 2012, COUNTY and CONTRACTOR entered into a Memorandum of Understanding regarding the provision of such Emergency Evacuation Services; and

WHEREAS, on April 26, 2016, COUNTY and CONTRACTOR amended the Memorandum of Understanding to extend the term thereof and update the contact list attached thereto as Exhibit A – Agency Liaisons; and

WHEREAS, the parties now desire to further amend certain provisions of the Memorandum of Understanding to include a provision regarding counterpart execution therein and once again update the contact list attached thereto as Exhibit A – Agency Liaisons.

NOW THEREFORE, the parties mutually agree as follows:

1. Section VII – Annual Review of the Memorandum of Understanding is hereby amended to read as follows:

VII. ANNUAL REVIEW:

The Director of DHHS-MHB and the President/CEO of CBH, or designees thereof, agree to meet no less than annually to:

- A. Review the procedures for evacuation of Sempervirens Psychiatric Health Facility to CBH.
 - B. Address any outstanding policy and procedure issues between the two agencies.
 - C. Establish the direction and priorities for ongoing collaborative efforts between the two agencies.
2. The Memorandum of Understanding is hereby amended to include the following provision regarding counterpart execution:

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X. COUNTERPART EXECUTION:

This MOU, 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 MOU, 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 MOU, and any amendments hereto, for all purposes.

3. The Memorandum of Understanding is hereby amended to delete Exhibit A – Agency Liaisons ("Exhibit A"), and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.
4. Except as modified herein, the Memorandum of Understanding dated July 2, 2012, as amended on April 26, 2016, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Memorandum of Understanding, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Second 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: Robert Loy Pitts, Jr.

Date: 10/17/18

Name: [Signature]

Title: Campus Administrator

By: [Signature]

Date: 11/6/2018

Name: George C Lyttal

Title: President of CEO

COUNTY OF HUMBOLDT:

By: [Signature]

Rex Bohn
Chair, Humboldt County Board of Supervisors

Date: 2/19/19

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
Risk Management

Date: 02/04/2019

LIST OF EXHIBITS:

Exhibit A – Agency Liaisons

EXHIBIT A
AGENCY LIAISONS
Crestwood Behavioral Health, Inc.
For Fiscal Years 2011-2012 Through 2019-2020

COUNTY OF HUMBOLDT:

Mental Health Branch Staff Liaison: Daryn Nimmo Senior Program Manager 24 Hour Services
Phone: 268-2926

Mental Health Director: Emi Botzler-Rodgers, MFT
Phone: 268-2990

Crisis Stabilization Unit: Request a telephone call from the Administrator On-call
Phone: 445-7715

CRESTWOOD BEHAVIORAL HEALTH INC.:

CBH Staff Liaison: Carol Bumgardner
Phone: 442-5721 ext. 11051

CBH Director: Robert Pitts Campus Administrator
Phone: 442-5721 ext. 11060
Cell: 707-382-8018

CBH President/CEO: George Lytal
Phone: 1-916-471-2244