

**SECOND 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 Second Amendment to the Professional Services Agreement dated June 28, 2016, as amended on June 20, 2017, 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 15th day of August, 2017.

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, the parties now desire to amend certain provisions of the Professional Services Agreement to further 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 Five Million Nine Thousand Six Hundred Fifty Dollars (\$5,009,650.00). 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 and One Million Six Hundred Twenty-Four Thousand Eight Hundred Twenty-Five Dollars (\$1,624,825) per fiscal year for fiscal years 2017-2018 and 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 for services provided 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 shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

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

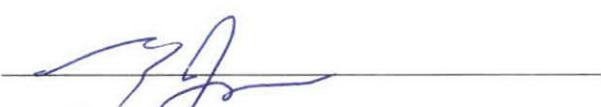
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

CRESTWOOD BEHAVIORAL HEALTH, INC.:

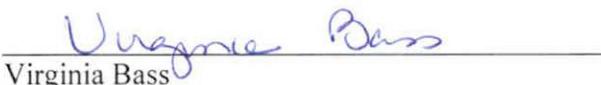
By: 
Name: George C. Lytal
Title: President + CEO

Date: 7/19/2017

By: 
Name: GARY ZYKEN
Title: CONTRACTOR

Date: 7/19/17

COUNTY OF HUMBOLDT:

By: 
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 8/15/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 8/31/17