

**AGREEMENT FOR SERVICES 011-S1111
AMENDMENT IV**

THIS AMENDMENT IV to that Agreement for Services 011-S1111, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc. a Delaware Corporation, duly qualified to conduct business in the State of California, whose principle place of business is 7590 Shoreline Drive, Stockton, California (Mailing: PO Box 7877, Stockton, CA 95219-7877) (hereinafter referred to as "Contractor") and whose Agent for Service of Process is Maria Stefanou, 530 Capitol Mall, Suite 800, Sacramento, California 95814.

RECITALS

WHEREAS, Contractor has been engaged by County to provide long-term twenty-four (24) hour program and facilities for mentally ill adults on an "as requested" basis for the County of El Dorado Health and Human Services Agency, Mental Health Division , in accordance with Agreement for Services 011-S1111 effective July 1, 2010 and dated July 27, 2010, Amendment I dated November 15, 2011, Amendment II dated July 17, 2012, and Amendment III dated December 11, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the original Agreement, thereby amending **Article II - Term**, increase the maximum obligation of the Agreement, thereby amending **Article III - Compensation for Services**, update **Article XVI – Notice to Parties** and **Article XXV – Administrator**, and amend and replace **Exhibit B (Amendment II) – Billing Rate Schedule**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services 011-S1111 shall be amended a Fourth time as follows:

- 1) Article II shall be amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall be effective July 1, 2010 and shall expire December 31, 2016, unless terminated earlier pursuant to provisions under the Articles titled "Fiscal Considerations" or "Default, Termination, and Cancellation."

- 2) Article III, Section 3.01 shall be amended in its entirety to read as follows:

Section 3.01 The maximum obligation for services provided during the term of this Agreement shall be as follows:

Time Period	Amount
7/1/10 – 6/30/11	\$400,000
7/1/11 – 6/30/12	\$441,000
7/1/12 – 6/30/13	\$735,000
7/1/13 – 6/30/14	\$735,000
7/1/14 – 6/30/15	\$735,000
7/1/15 – 6/30/16	\$735,000
Total Not-to-Exceed of Agreement	\$3,781,000

Contractor's allowable services billed to County may vary by up to ten percent (10%) between fiscal year amounts shown above, provided any such variation does not change the total Not-to-Exceed amount of this Agreement.

3) Article XVI shall be amended in its entirety to read as follows:

ARTICLE XVI -

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH & HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

CRESTWOOD BEHAVIORAL HEALTH, INC.
7590 SHORELINE DRIVE
STOCKTON, CA 95219
ATTN: GEORGE C. LYTAL, PRESIDENT AND CHIEF EXECUTIVE OFFICER

Or to such other location as the Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in the article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

4) Article XXV shall be amended in its entirety to read as follows:

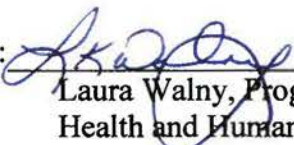
Article XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Laura Walny, Program Manager II, Health and Human Services Agency, or successor.

5) Exhibit B (Amendment III) "Billing Rate Schedule" shall be replaced in its entirety by Exhibit B (Amendment IV) "Billing Rate Schedule" attached hereto and incorporated by reference herein.

Except as herein amended, all other parts and sections of that Agreement 011-S1111 and any Amendments thereto shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  _____ Dated: 5/13/13 _____
Laura Walny, Program Manager II
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  _____ Dated: 5/16/13 _____
Janet Walker-Conroy, M.A., Interim Director
Health and Human Services Agency

//


//

//

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services 011-S1111 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/18/13
By: 
Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors
By: 
Deputy Clerk

Dated: 6/18/13

-- CONTRACTOR --

CRESTWOOD BEHAVIORAL HEALTH, INC.
A DELAWARE CORPORATION

By: 
George C. Lytal, President and Chief Executive Officer
"Contractor"

Dated: 5/21/2013

By: 
Gary Zeyen, Controller

Dated: 5/21/13

kgf

Exhibit B (Amendment IV)
 Crsetwood Behavioral Health, Inc.
 Billing Rate Schedule

Facility		# of Beds	Type	Ages	Levels	Rates 7/1/2011 - 6/30/2012			Rates : 7/1/2012-6/30/2013			Rates : 7/1/2013-6/30/14				
Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total					
Angwin Crestwood Center at Napa Valley		54	MHRC		1			\$249.00	\$0.00	\$261.00	\$261.00	\$0.00	\$273.00	\$273.00		
						2			\$199.00	\$0.00	\$208.00	\$208.00	\$0.00	\$0.00	\$218.00	
						3				\$162.00	\$0.00	\$170.00	\$170.00	\$0.00	\$0.00	\$178.00
Bakersfield Behavioral Health Center		64	MHRC		1			\$211.00	\$0.00	\$221.00	\$221.00	\$0.00	\$0.00	\$231.00		
						2				\$467.00	\$0.00	\$489.00	\$489.00	\$0.00	\$0.00	\$512.00
Bridge Program		15	Soc. Rehab					\$160.00			\$160.00			\$160.00		
Psychiatric Health Facility #1		14	PHF					\$750.00			\$750.00			\$800.00		
Psychiatric Health Facility #2		16	PHF					\$850.00			\$850.00			\$850.00		
Carmichael American River Residential Svs.		28	Soc. Rehab					\$89.00			\$100.00			\$105.00		
Psychiatric Health Facility		12	PHF					\$700.00			\$756.00			\$779.00		
Eureka Behavioral Health Center		24	MHRC		1			\$220.00	\$0.00	\$230.00	\$230.00	\$241.00	\$0.00	\$241.00		
Bridge House		24	Day Trtmt					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00		
						ARF										\$90.00
						RCFE										
Fremont Manor		126	SNF/STP, Non-IMD	65+	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00		
						2				\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
						3				\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
						Neuro-Behav / 4				\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
						Non-Medi-Cal				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$118.00
										\$118.00	\$118.00	\$118.00	\$118.00	\$118.00	\$207.98	\$118.00
Treatment Center		66	SNF					\$190.23	\$118.00	\$308.23	\$199.20	\$118.00	\$317.20	\$207.98	\$118.00	\$325.98
						Neuro-Behav					\$118.00	\$118.00	\$0.00	\$118.00	\$118.00	\$118.00
						Conversion					\$257.34		\$257.34			\$257.34

Exhibit B (Amendment IV)
Crsetwood Behavioral Health, Inc.
Billing Rate Schedule

Facility		# of Beds	Type	Ages	Levels	Rates 7/1/2011 - 6/30/2012			Rates : 7/1/2012-6/30/2013			Rates : 7/1/2013-6/30/14		
Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total			
Fresno Bridge Program														
153 North "U" Street, Fresno, CA 93701	15	Soc. Rehab						\$160.00			\$160.00			\$160.00
Psychiatric Health Facility						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
4411 East Kings Canyon Road, Fresno, CA 93702	16	PHF									\$0.00			\$0.00
Modesto Manor						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
1400 Celeste Drive, Modesto, CA 95355	184	SNF/STP		1		\$0.00	\$25.00	\$25.00	\$0.00	\$30.00	\$30.00	\$0.00	\$30.00	\$30.00
		Non-IMD		2		\$0.00	\$27.00	\$27.00	\$0.00	\$32.00	\$32.00	\$0.00	\$32.00	\$32.00
				3		\$0.00	\$30.00	\$30.00	\$0.00	\$50.00	\$50.00	\$0.00	\$50.00	\$50.00
				4		\$0.00	\$50.00	\$50.00	\$0.00	\$75.00	\$75.00	\$0.00	\$75.00	\$75.00
				5		\$0.00	\$75.00	\$75.00			\$0.00			\$0.00
			65+										\$20.00	\$20.00
			65+										\$50.00	\$50.00
				Non-Medi-Cal		\$164.09	\$14.00	\$178.09	\$171.80	\$14.00	\$185.80	\$179.32	\$14.00	\$193.32
							\$100.00	\$100.00		\$100.00	\$100.00		\$100.00	\$100.00
Pleasant Hill Bridge Program						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
550 Patterson Blvd., Pleasant Hill, CA 94523	64	ARF						\$100.00			\$100.00			\$105.00
The Pathway						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
550 Patterson Blvd., Pleasant Hill, CA 94523	16	Soc. Rehab						\$155.00			\$155.00			\$155.00
Redding Wellness & Recovery Cntr						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
3052 Churn Creek Road, Redding, CA 9602	99	SNF/STP	18-64	1		\$164.09	\$10.00	\$174.09	\$171.80	\$10.00	\$181.80	\$179.32	\$10.00	\$189.32
		IMD	18-64	2		\$164.09	\$20.00	\$184.09	\$171.80	\$20.00	\$191.80	\$179.32	\$20.00	\$199.32
			18-64	3		\$164.09	\$40.00	\$204.09	\$171.80	\$40.00	\$211.80	\$179.32	\$40.00	\$219.32
			18-64	4		\$164.09	\$50.00	\$214.09	\$171.80	\$50.00	\$221.80	\$179.32	\$50.00	\$229.32
			65+	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			65+	2		\$0.00	\$20.00	\$20.00	\$0.00	\$20.00	\$20.00	\$0.00	\$20.00	\$20.00
			65+	3		\$0.00	\$50.00	\$50.00	\$0.00	\$50.00	\$50.00	\$0.00	\$50.00	\$50.00
Sacramento Center						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
2600 Stockton Blvd., Sacramento, CA 95817	99	MHRC		MHRC				\$174.00	\$0.00	\$182.00	\$182.00	\$0.00	\$191.00	\$191.00
				Sub Acute				\$211.00	\$0.00	\$221.00	\$221.00	\$0.00	\$231.00	\$231.00
	16	PHF												\$779.00
San Jose Center						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
1425 Fruitdale Avenue, San Jose, CA 95128	173	MHRC		1				\$208.00	\$0.00	\$218.00	\$218.00	\$0.00	\$228.00	\$228.00
		Pregnant		2				\$217.00	\$0.00	\$227.00	\$227.00	\$0.00	\$238.00	\$238.00
Psychiatric Health Facility - Santa Clara						Day Rate	Enhanced	Total	Day Rate	Enhanced	Total	Day Rate	Enhanced	Total
1425 Fruitdale Avenue, San Jose, CA 95128	16	PHF						\$850.00			\$850.00			\$950.00
				Indigent				\$950.00			\$950.00			\$1,050.00

