AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this <u>20th</u> day of <u>June</u>, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereafter referred to as "**COUNTY**", and each provider listed in Revised Exhibit A, attached to this Agreement and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTOR(S)" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement identified as COUNTY Agreement No. A-15-316, effective July 1, 2015 whereby CONTRACTOR(S) agreed to provide licensed transitional mental health residential facilities qualified to deliver Transitional Social Rehabilitation Program (TSRP) Services; and

WHEREAS, COUNTY and CONTRACTOR(S) now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, convenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That all references in Agreement No. 15-316 to "Exhibit A", "Exhibit A-1" and "Exhibit A-2" shall be changed to read "Revised Exhibit A". Revised Exhibit A is attached hereto and incorporated herein by this reference.

2. That the existing COUNTY Agreement No. A-15-316, Page Four (4), beginning with Line Twenty-Eight (28), with the word "The" and ending on Page Five (5), Line Four (4), with the word "Agreement" be deleted and the following inserted in its place:

"The maximum amount of compensation paid by COUNTY for clients receiving TSRP services pursuant to Section 4.A and 4.B to all CONTRACTOR(S) collectively shall not exceed One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) during the period July 1, 2015 through June 30, 2016. The maximum amount of compensation paid by COUNTY for clients receiving TSRP services pursuant to Section 4.A. and 4.B. to all CONTRACTOR(S) collectively shall not exceed One Million, Six Hundred Forty-Four Thousand, One Hundred Twenty and No/100 Dollars (\$1,644,120) during each remaining twelve (12) month period (July 1, 2016 through June 30, 2017 through the period of July 1, 2019 through June 30, 2020). The maximum compensation amount shall not exceed Seven Million, Eight Hundred Twenty-Six Thousand, Four Hundred Eighty and No/100 Dollars (\$7,826,480) during the five year term of this Agreement."

3. COUNTY and CONTRACTORS agree that this Amendment I is sufficient to amend the Agreement; and that upon execution of this Amendment I, the Agreement and Amendment I together shall be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement, and not amended herein, shall remain in full force and effect. This Amendment I shall become effective retroactive to April 1, 2017.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Agreement as of the day and year first hereinabove written. 3 ATTEST: CONTRACTOR(S): COUNTY OF FRESNO 9 PLEASE SEE SIGNATURE PAGES ATTACHED 9 Date: 12 Date: 13 Date: 14 Bry: 15 Barrier, Bischerge 16 PLEASE SEE ADDITIONAL SIGNATURE PAGES ATTACHED 17 Bischerge 18 PLEASE SEE ADDITIONAL SIGNATURE PAGES ATTACHED 19 PLEASE SEE ADDITIONAL SIGNATURE PAGES ATTACHED 19 PLEASE SEE ADDITIONAL SIGNATURE PAGES ATTACHED				
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- 3 - COUNTY OF FRESNO Fresno, CA				

APPROVED AS TO LEGAL FORM: DANIEL C. CEDERBORG, COUNTY COUNSEL

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APPROVED AS TO ACCOUNTING FORM: OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/ TREASURER-TAX COLLECTOR

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REVIEWED AND RECOMMENDED FOR APPROVAL:

Sawaa Weckt By

Dawan Utecht, Director Department of Behavioral Health

Fund/Subclass:	0001/10000
Organization:	56302175
Account/Program:	7295/0

21	Fiscal Year (FY)	Max Total
22	FY 2015-16	\$1,250,000
23	FY 2016-17	\$1,644,120
24	FY 2017-18 FY 2018-19	\$1,644,120 \$1,644,120
25	FY 2019-20	\$1,644,120

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CRESTWOOD BEHAVIORAL HEALTH, INC.

By Print Name: Cré

Title: <u>President + Ceo</u> Chairman of the Board, or President, or any Vice President

Bγ Print Name: CHAY ZAYAN

Title: <u>CONTROCEL</u> Secretary (of Corporation), or any Assistant Secretary, or Chief Financial Officer, or any Assistant Treasurer

Mailing Address: 520 Capitol Mall, Suite 800 Sacramento, CA 95814 Phone: (916) 471-2240 Fax: (916) 471-2212 Email: gzeyen@cbhi.net Contact: Gary Zeyen, Controller

- 5 -

1 **CONTRACTOR:** 2 ANNE SIPPI CLINIC TREATMENT GROUP 3 4 By 5 Print Name: CHESS BRO DNICK 6 Title: O ~ (A /) RF CZOK, Chairman of the Board, or 7 8 President, or any Vice President 9 10 Ba 11 Print Name: 12 13 Title: SECRETARY DUDNE Secretary (of Corporation), or 14 any Assistant Secretary, or 15 Chief Financial Officer, or any Assistant Treasurer 16 17 18 Mailing Address: 19 Anne Sippi Clinic Treatment Group 18200 Hwy 178 20 Bakersfield, CA 93306 21 Phone: (661) 871-9697 Contact: Nick Damian, COO 22 23 24 25 26 27 28 - 6 -COUNTY OF FRESNO Fresno, CA

MASTER AGREEMENT

TRANSITIONAL SERVICES RESIDENTIAL PROGRAM

LIST OF CONTRACTED FACILITES

FY 2016-17

Crestwood Behavioral Health, Inc. Attn: George C. Lytal, President & CEO 520 Capitol Mall, Suite 800 Sacramento, CA 95814

Facilities:

- 1. Crestwood Bakersfield Bridge Program \$176.00 per night per person 6600 Eucalyptus Drive Bakersfield, CA 93306 (661) 363-0124
- 2. Crestwood Fresno Bridge Program \$176.00 per night per person 153 N. "U" Street Fresno, CA 93701 (559) 445-9094

MASTER AGREEMENT

TRANSITIONAL SERVICES RESIDENTIAL PROGRAM

LIST OF CONTRACTED FACILITES

FY 2017-18 through FY 2019-20

Crestwood Behavioral Health, Inc. Attn: George C. Lytal, President & CEO 520 Capitol Mall, Suite 800 Sacramento, CA 95814

Facilities:

- Crestwood Bakersfield Bridge Program \$185.00 per night per person 6600 Eucalyptus Drive Bakersfield, CA 93306 (661) 363-0124
- Crestwood Fresno Bridge Program \$185.00 per night per person
 153 N. "U" Street
 Fresno, CA 93701
 (559) 445-9094

MASTER AGREEMENT

TRANSITIONAL SERVICES RESIDENTIAL PROGRAM

LIST OF CONTRACTED FACILITES

FY 2017-18 through FY 2019-20

Anne Sippi Clinic Treatment Group Attn: Nick Damian 18200 Hwy 178 Bakersfield, CA 93306

Facilities:

- Anne Sippi Clinic, Los Angeles 2457 Endicott St. Los Angeles, CA 90032 (323) 227-5252
- 2. Anne Sippi Clinic, Kern County 18200 Highway 178 Bakersfield, CA 93306 (661) 871-9697

\$147.00 per night per person

\$145.00 per night per person