SECOND AMENDMENT TO AGREEMENT FOR MENTAL HEALTH REHABILITATION CENTER AND INSTITUTION FOR MENTAL DISEASE SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR MENTAL HEALTH REHABILITATION CENTER (MHRC) SERVICES AND INSTITUTION FOR MENTAL DISEASE (IMD) SERVICES FOR JULY 1, 2017 TO JUNE 30, 2019 (hereinafter referred to as "Amendment"), by and between Sutter-Yuba Behavioral Health, a Joint Powers Agency operated by the counties of Sutter and Yuba (hereinafter referred to as "Behavioral Health"), and Willow Glen Care Center (hereinafter referred to as "Contractor"), modifies the Agreement between the Behavioral Health and Contractor which became effective July 1, 2017 (hereinafter referred to as "Agreement"). A copy of the Agreement is attached as Exhibit 1 and incorporated by reference.

For valuable consideration, including their mutual promises, receipt of which is hereby acknowledged, the parties agree to the following:

SECTION 8. COMPENSATION FOR SERVICES of the Agreement is deleted in its entirety and replaced with the following effective July 1, 2018:

8. COMPENSATION FOR SERVICES: Payment shall be made to Contractor for the number of days of services provided under this Agreement pursuant to the following conditions and terms:

Contractor shall submit to Behavioral Health a single written invoice by the 10th day of each month following the month in which the services were provided. The invoice shall contain the minimum information for each patient billed as specified in Exhibit "C", attached hereto and incorporated herein by reference. Behavioral Health with pay invoices that are undisputed within 30 days of receipt. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

Total annual reimbursement by Behavioral Health for services rendered by Contractor under the terms of this Agreement shall not exceed One Hundred and Seventy-Five Thousand Dollars ($175,000) for FY 2017-18 and shall not exceed Two Hundred and Sixty Thousand Dollars ($260,000) for FY 2018-19. Total compensation payable to Contractor under this Agreement shall not exceed:

FOUR HUNDRED AND THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($435,000.00)

predicated on the following rates:

<table>
<thead>
<tr>
<th>Number of Clients</th>
<th>2017-18 Rates</th>
<th>2018-19 Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-59</td>
<td>$160 per day</td>
<td>$170 per day</td>
</tr>
<tr>
<td>60-79</td>
<td>$140 per day</td>
<td>$150 per day</td>
</tr>
<tr>
<td>80-100</td>
<td>$120 per day</td>
<td>$130 per day</td>
</tr>
</tbody>
</table>
All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, it shall be resolved such that the provisions of this Amendment shall control in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates of their signatures.

Sutter County Health and Human Services

By ___________________________               Date: __________
Nancy O’Hara, Director

Willow Glen Care Center

By ___________________________               Date: __________
Authorized Signature

SUTTER COUNTY BOARD OF SUPERVISORS

By ___________________________               Date: __________
Chairman

ATTEST               APPROVED AS TO FORM

By: ___________________________               By: ___________________________
Clerk                                                    Sutter County Counsel

Exhibits  Exhibit 1 – MHRC/IMD Agreement 2017-19 and First Amendment