

**ADDENDUM #1**  
**to Monterey County**  
**Mental Health Services Agreement**

**CONTRACTOR: Crestwood Behavioral Health, Inc.**

1. All terms of the Mental Health Services Agreement shall remain the same except, as provided herein, and hereby adding to Section XI. Indemnification and Section a 'mutual indemnification' to read as follows:

**Section XI. INDEMNIFICATION**

*COUNTY shall indemnify, defend, and hold harmless the CONTRACTOR, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the CONTRACTOR. "COUNTY'S performance" includes COUNTY'S action or inaction and the action or inaction of COUNTY'S officers, employees, agents and subcontractors.*

2. All terms of the Mental Health Services Agreement shall remain the same except, as provided herein, and hereby modifying Section XIV. Preparation of Annual Report(s) and Contractor's Year-End Cost Report Settlement to read as follows:

**Section XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT**

A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:

1. State Cost Report.
- ~~2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.~~
- ~~3. Annual Report(s), as applicable and required by the COUNTY.~~
4. ~~CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.~~

Such Annual Reports, numbered (1) ~~through (3) above~~, and such cost report settlement, ~~numbered (4) above~~, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

3. Except as provided herein, all other terms and conditions of the Mental Health Services Agreement with Crestwood Behavioral Health, Inc. shall remain in full force and effect.