

**FOURTH AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WILLOW GLEN CARE CENTER
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This Fourth Amendment to the Professional Services Agreement dated June 28, 2016, as amended on August 15, 2017, June 12, 2018 and July 31, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Willow Glen Care Center, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 25 day of June, 2019.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, desired to retain a qualified adult residential facility to provide a long-term residential treatment program 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 long-term residential treatment services to adults with chronic mental illnesses; and

WHEREAS, on August 15, 2017, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to increase the maximum amount payable thereunder and adjust the rates of compensation set forth therein; and

WHEREAS, on June 12, 2018, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to further increase the maximum amount payable thereunder; and

WHEREAS, on July 31, 2018, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to adjust the rates of compensation set forth therein; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to expand the scope of services provided thereunder, increase the maximum amount payable thereunder, adjust the rates of compensation set forth therein and include a provision regarding counterpart execution therein.

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 Six Hundred Sixty Thousand Dollars (\$660,000.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Forty-Seven Thousand Seven Hundred Fifty-Two Dollars (\$147,752.00) for fiscal year 2016-2017, Two Hundred Fifty Thousand Dollars (\$250,000.00) for fiscal year 2017-2018 and Two Hundred Sixty-Two Thousand Two Hundred Forty-Eight Dollars (\$262,248.00) for fiscal Year 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 hereunder or terminate this Agreement as provided herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
 - C. 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. Any and all unauthorized costs and expenses incurred above the maximum amount payable 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 amount payable will be reached.
2. The Professional Services Agreement is hereby amended to include the following provision regarding counterpart execution:
46. COUNTERPART EXECUTION:
- This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- 3. The Professional Services Agreement is hereby amended to delete Exhibit A – Scope of Services (“Exhibit A”), and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of January 1, 2019.
 - 4. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of January 1, 2019.
 - 5. Except as modified herein, the Professional Services Agreement dated June 28, 2016, as amended on August 15, 2017, June 12, 2018 and July 31, 2018, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.


[Signatures on Following Page]

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

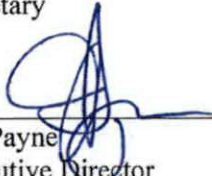
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

WILLOW GLEN CARE CENTER:


By: 
Arne Hyson
Secretary

Date: 5-24-19

By: 
Jeff Payne
Executive Director


Date: 5-24-19

COUNTY OF HUMBOLDT:

By: 
Rex Bohn
Chair, Humboldt County Board of Supervisors

Date: 6/25/19

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 05/31/2019

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
Willow Glen Care Center
For Fiscal Years 2016-2017 through 2018-2019

1. SERVICES:

CONTRACTOR shall provide a variety of comprehensive, flexible and recovery-oriented mental health services for serious mentally ill adults and lanterman Petris Short Act ("LPS") conservatees in order to minimize inappropriate or unnecessary acute hospitalization. The mental health services set forth herein are intended to promote independent living and provide COUNTY clients with the skills necessary to succeed in transitioning back into their communities. Such services shall be delivered at the following types of facilities:

A. Mental Health Rehabilitation Centers. CONTRACTOR shall provide transitional mental health services, twenty-four (24) hours per day, seven (7) days per week, to serious mentally ill adults and LPS conservatees, over eighteen (18) years of age, who require stabilization after acute psychiatric hospitalization at its licensed Mental Health Rehabilitation Center ("MHRC") facility. The mental health services provided to COUNTY clients at its MHRC facility pursuant to the terms and conditions of this Agreement shall include, without limitation:

1. Provision of personal living quarters in a locked and secure residential setting with a maximum capacity of sixteen (16) patients or less.
2. Provision of continuous observation, assessment, treatment, supervision and support.
3. Provision of crisis intervention services, including, without limitation, communication with prescribing physicians to ensure stabilization of COUNTY clients on medication.
4. Provision of supervised morning routines, including, without limitation, medication administration.
5. Provision of three (3) nutritional meals, and snacks in between meals, on a daily basis, including the preparation of special diets as prescribed by a physician.
6. Adherence to County's individualized client plans in order to transition clients to less restrictive levels of care in a timely manner.
7. Assistance with modifying maladaptive behavior patterns and developing alternative methods of managing life stressors and other daily living skills, including, without limitation, personal hygiene, grooming and household skills, that will enable clients to live in less restrictive, more independent settings.
8. Assistance with accessing medical treatment, up-to-date psychopharmacology, including, without limitation, atypical anti-psychotics and bilingual and/or bicultural programming.
9. Assistance, if needed, with planning, arranging and/or providing transportation to medical, clinical and dental appointments.
10. Notification, as needed, to appropriate persons and/or agencies regarding client needs.

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B. Adult Residential Facilities. CONTRACTOR shall provide sub-acute transitional mental health services, twenty-four (24) hours per day, seven (7) days per week, to severely and persistently mentally ill adults and LPS conservatees, between eighteen (18) to fifty-nine (59) years of age, at its licensed Adult Residential facilities. The sub-acute transitional mental health services provided to COUNTY clients at its Adult Residential facilities pursuant to the terms and conditions of this Agreement shall include, without limitation:

1. Provision of personal living quarters and laundry facilities in a safe and supportive environment.
2. Provision of continuous observation, assessment, supervision and support, including, without limitation, medication monitoring and administration, if necessary.
3. Provision of three (3) nutritional meals, and snacks in between meals, on a daily basis, including the preparation of special diets as prescribed by a physician.
4. Assistance, if needed, with menu planning, budgeting, shopping, meal preparation and washing dishes.
6. Assistance, if needed, with cleaning personal living quarters, laundry and other necessary housekeeping tasks.
7. Assistance, if needed, with taking any and all prescribed medications.
8. Assistance, if needed, with planning, arranging and/or providing transportation to medical, clinical and dental appointments.
9. Assistance with modifying maladaptive behavior patterns and developing alternative methods of managing life stressors and other daily living skills, including, without limitation, personal hygiene, grooming, household and recreational leisure skills, that will enable clients to live in less restrictive, more independent settings and eventually transition back into the community.
10. Development of client treatment and wellness recovery action plans, with the assistance of COUNTY staff, that include utilization of community resources and supports, Peer support, referrals to alcohol and other drug treatment programs and mental health services, such as individual and group counseling.
11. Adherence to County's individualized client plans in order to transition clients to less restrictive levels of care in a timely manner.
12. Notification, as needed, to appropriate persons and/or agencies regarding client needs.

C. Client Discharge Planning Services. CONTRACTOR agrees to facilitate access to and utilization of Health Insurance Portability and Accountability Act compatible web conferencing, video conferencing or telemedicine equipment to enable COUNTY to have a minimum of monthly joint conferences with COUNTY clients, clients' significant others and/or CONTRACTOR's clinicians in order to facilitate the discharge planning processes. CONTRACTOR shall be responsible for obtaining informed consent for telemedicine.

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2. ACCEPTANCE CRITERIA:

The effectiveness of the services provided to COUNTY client's at CONTRACTOR's facilities pursuant to the terms and conditions of this Agreement shall be reviewed based on performance indicators located in the California Data Collection Report. These criteria include a reduction in hospitalizations, incarcerations and homelessness, and will be measured from the date of each client's admission to CONTRACTOR's facilities until discharged.

3. REPORTING REQUIREMENTS:

CONTRACTOR agrees to prepare, and submit to COUNTY, performance and admission reports in accordance with the requirements set forth herein. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

A. Performance Reports. CONTRACTOR shall provide COUNTY with monthly performance reports via invoice or supplemental report, as needed. Performance reports shall include the following information for each site or facility at which services were provided pursuant to the terms and conditions of this Agreement:

1. Monthly census, including client names, dates of admission, dates of discharge and number of clients served.
2. Attendance and/or participation of all programs and activities made available to COUNTY clients pursuant to the terms and conditions of this Agreement.
3. Updates regarding COUNTY clients' treatment plans and activities relating to treatment plan accomplishments.
4. Notification and explanation of any and all placements accepted, denied, delayed and/or discharged by CONTRACTOR.
5. Notification of client participation in activities related to wellness recovery action plans.
6. Notification and explanation of any and all client admissions to psychiatric and/or medical hospitals.
7. Notification of, and documentation regarding, the number of days in which COUNTY clients were placed on the most restrictive level of care.
8. Notification of any current or anticipated difficulty in providing services, or if the services do not appear to result in the anticipated benefit to the client.

B. Submission of Performance Reports. Performance reports shall be submitted by the tenth (10th) day of the month following the month in which the relevant services were rendered. Performance reports prepared pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

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COUNTY: Humboldt County DHHS – Mental Health
Attention: Comprehensive Community Treatment Team, Supervising Mental
Health Clinician
720 Wood Street
Eureka, California 95501

- C. Submission of Psychiatric and Medical Admission Reports. CONTRACTOR shall notify COUNTY within twenty-four (24) hours after the admission of a COUNTY client to a psychiatric or medical hospital. CONTRACTOR shall notify COUNTY as soon as possible when a COUNTY client experiences a change in service level that requires either enhanced services or acute psychiatric or medical hospitalization.
 - D. Additional Reporting. CONTRACTOR and COUNTY understand and agree that additional reporting may be necessary on a weekly, monthly and/or quarterly basis.
5. COUNTY RESPONSIBILITIES:
- A. Facility Liaison. COUNTY shall designate a Facility Liaison who shall be responsible for ongoing contact and consultation with COUNTY clients and CONTRACTOR's staff. The Facility Liaison shall arrange community supports deemed necessary for each COUNTY client to be discharged.
 - B. Acute Psychiatric Hospitalization. In the event acute psychiatric hospitalization of a COUNTY client is necessary, COUNTY agrees to place such client at COUNTY's Psychiatric Health Facility, Sempervirens.

EXHIBIT B
SCHEDULE OF RATES
Willow Glen Care Center
For Fiscal Years 2016-2017 through 2018-2019

CONTRACTOR shall submit requests for payment on a monthly basis for bed days provided within the Willow Glen Care Center, an Adult Residential Facility, and Sequoia Psychiatric Treatment Center, a Mental Health Rehabilitation Center. COUNTY shall compensate CONTRACTOR for the services provided pursuant to the terms and conditions of this Agreement based on the maximum rates set forth herein.

1. RATE OF COMPENSATION:

COUNTY and CONTRACTOR agree to the following daily rates of compensation as of January 1, 2019:

• Willow Glen Care Center	\$130.00
• Sequoia Psychiatric Treatment Center	\$310.00

2. RATE SCHEDULES:

CONTRACTOR shall furnish a rate schedule to COUNTY for residential care and MHRC services no later than July 31st of each fiscal year.

3. RATE CHANGES:

CONTRACTOR may submit written requests for rate changes to COUNTY, as necessary, with a frequency of not more than one (1) time per fiscal year. Rate changes will be effective no earlier than ninety (90) days after COUNTY's receipt of CONTRACTOR's request. Rate changes pertaining to services provided at the Sequoia Psychiatric Treatment Center are subject to the limitations set forth by state regulation.

4. ANCILLARY FEES:

COUNTY shall be responsible for paying an ancillary fee of One Hundred Dollars (\$100.00) per day for one-on-one client supervision services required to prevent hospitalization, injury and/or property damage. Any and all ancillary fees charged pursuant to the terms and conditions of this Agreement shall require written pre-authorization by COUNTY, and be identified on the monthly invoices submitted by CONTRACTOR.