

**FIRST AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HELIOS HEALTHCARE, LLC. – DBA IDYLWOOD CARE CENTER  
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This First Amendment to the Professional Services Agreement dated June 28, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Helios Healthcare, LLC. – DBA Idylwood Care Center, a California limited liability company hereinafter referred to as "CONTRACTOR," is entered into this 16 day of October, 2018.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, desired to retain a qualified skilled nursing 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, the parties now desire to amend certain provisions of the Professional Services Agreement in order to adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. 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.

2. 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 July 1, 2018.
3. Except as modified herein, the Professional Services Agreement dated June 28, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.


[Signatures on Following Page]

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


TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY OR CHIEF FINANCIAL OFFICER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

**HELIOS HEALTHCARE, LLC. – DBA IDYLWOOD CARE CENTER:**

By:   
Name: George C Lytal  
Title: President + CEO

Date: 9/17/2018

By:   
Name: GARY ZAYIN  
Title: CONTROLLER

Date: 9/18/18

**COUNTY OF HUMBOLDT:**

By:   
Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

Date: 10/16/18

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 9/27/18

**LIST OF EXHIBITS:**

Exhibit B – Schedule of Rates

**EXHIBIT B  
SCHEDULE OF RATES  
HELIOS HEALTHCARE, LLC – DBA IDYLWOOD CARE CENTER  
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

CONTRACTOR shall submit requests for payment on a monthly basis for days of service provided within the Idylwood Care Center, a skilled nursing facility. COUNTY shall compensate CONTRACTOR for the transitional 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 rates as of July 1, 2018.

- Neuro-Behav-Locked: \$128.00 per day
- Neuro-Behav-Locked: \$155.00 per day
- Conversion (requires private room) \$278.00 per day

2. RATE INCREASES:

In special situations CONTRACTOR may require an adjustment to the daily rates set forth herein based upon acuity, medical complexity and/or behavior problems requiring staff interventions beyond typical staff to client ratios.

3. EXCLUDED SERVICES:

Physician services, pharmacy and other ancillary medical services not included in the daily rates set forth herein and are separately billable in accordance with Title 22 of the California Code of Regulations Section 51511(c).