

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
KEVIN KELLY
FOR FISCAL YEARS 2020-2021 THROUGH 2022-2023**

This First Amendment to the Professional Services Agreement dated October 9, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Kevin Kelly, a sole proprietor, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2021.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Behavioral Health, desired to retain a qualified professional to perform court ordered competency and psychological evaluations pursuant to Sections 635.1 and 709 of the California Welfare and Institutions Code; and

WHEREAS, on October 9, 2020, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of certain competency and psychological evaluation services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to modify the scope of services provided, and increase the maximum amount payable, thereunder and adjust the rates of compensation set forth 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 any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Sixty-Five Thousand Dollars (\$65,000.00). In no event shall the maximum amount paid under this Agreement exceed Twenty Thousand Dollars (\$20,000.00) for fiscal year 2020-2021, Thirty Thousand Dollars (\$30,000.00) for fiscal year 2021-2022 and Fifteen Thousand Dollars (\$15,000.00) for fiscal year 2022-2023. In the event that the maximum amount payable for a specified fiscal year is not reached, the remaining balance thereof will be added to the maximum amount payable for the following fiscal year. CONTRACTOR hereby agrees to perform any and 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.

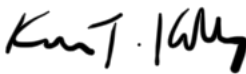
B. Rate of Compensation. COUNTY shall compensate CONTRACTOR at the flat hourly rate of Three Hundred Fifty Dollars (\$350.00) per hour, not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) per evaluation, for any and all psychological evaluations performed pursuant to the terms and conditions of this Agreement. Court appearances and preparation shall be compensated at the additional flat hourly rate of One Hundred Fifty Dollars (\$150.00) per hour.

- C. Cancellations. COUNTY shall provide CONTRACTOR with a minimum of twenty-four (24) hours' notice prior to the cancellation of any scheduled client examinations or court appearances. If such notice is not provided, CONTRACTOR shall be compensated at the flat rate of Seven Hundred Fifty Dollars (\$750.00) for such cancelled client examinations or court appearances.
- D. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount 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 payable amount will be reached.
- E. Effect of Nonpayment. In the event COUNTY cannot, or will not, pay for the services provided hereunder, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.

- 2. 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 the effective date of this First Amendment.
- 3. Except as modified herein, the Professional Services Agreement dated October 9, 2020, 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.

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

KEVIN KELLY:

By: 
 Kevin Kelly


Date: August 5, 2021

COUNTY OF HUMBOLDT:

By: _____
 Virginia Bass, Chair
 Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
 Risk Management

Date: 08-10-2021

LIST OF EXHIBITS:

Exhibit A – Scope of Services

EXHIBIT A
SCOPE OF SERVICES

Kevin Kelly

For Fiscal Years 2020-2021 through 2022-2023

1. SERVICES:

CONTRACTOR shall perform court ordered psychological evaluations, including the preparation of written reports, for juveniles and adults upon written request by COUNTY. A separate written request for evaluation must be received for each individual. CONTRACTOR shall comply with the terms of any and all court orders applicable to the performance of psychological evaluations pursuant to the terms and conditions of this Agreement. CONTRACTOR shall consult with DHHS – Behavioral Health and the Humboldt County Probation Department regarding the provision of such psychological evaluations. The exchange of information with the Humboldt County Probation Department shall be pursuant to a court order or written release of information. CONTRACTOR shall provide copies of any and all written psychological evaluation reports prepared pursuant to the terms and conditions of this Agreement to the COUNTY employee who requested such evaluations.

2. SCHEDULE:

CONTRACTOR shall provide written evaluation reports to COUNTY within thirty (30) days of referral. CONTRACTOR shall make all required court appearances as directed by the Humboldt County Superior Court.

3. PLACE OF PERFORMANCE:

CONTRACTOR shall perform mental health evaluations and appear in court in Humboldt County. Mental Health evaluations may be performed in Mendocino County, on a case by case basis, if agreed upon by all parties. Written evaluation reports will be prepared in Mendocino County.