

**THIRD AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MENTAL HEALTH MANAGEMENT 1, INC. – DBA CANYON MANOR
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This Third Amendment to the Professional Services Agreement dated May 24, 2016, as amended on June 20, 2017 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 Mental Health Management 1, Inc., doing business as Canyon Manor, a California corporation, hereinafter referred to as “CONTRACTOR,” is entered into this ____ day of _____, 2019.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, desired to retain a qualified professional organization to provide a long-term residential mental health treatment program for adults with severe mental illnesses; and

WHEREAS, on May 24, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of long-term residential mental health treatment services to adults with severe mental illnesses; and

WHEREAS, on June 20, 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 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 increase the maximum amount payable thereunder 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 Three Hundred Seventy-One Thousand Fifty-Six Dollars (\$371,056.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Eight Thousand Eight Hundred Fifty Dollars (\$108,850.00) for fiscal year 2016-2017, One Hundred Thirteen Thousand Six Hundred Three Dollars (\$113,603.00) for fiscal year 2017-2018 and One Hundred Forty-Eight Thousand Six Hundred Three Dollars (\$148,603.00) 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 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.

- 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. Except as modified herein, the Professional Services Agreement dated May 24, 2016, as amended on June 20, 2017 and July 31, 2018, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

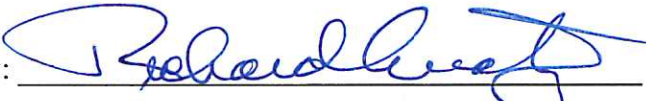
[Signatures on Following Page]

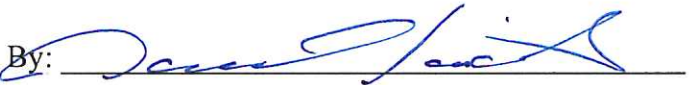
IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

MENTAL HEALTH MANAGEMENT 1, INC. – DBA CANYON MANOR:

By:  Date: 6-4-19
 Name: Richard Evatz
 Title: Exe. Director

By:  Date: 6-4-19
 Name: Paul Heil, Asst. Dir.
 Title: Asst. Director

COUNTY OF HUMBOLDT:

By: _____ Date: _____
 Rex Bohn
 Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 06/10/2019
 Risk Management