

**SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
DAVIS GUEST HOME
FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022**

This Second Amendment to the Professional Services Agreement dated June 25, 2019, as amended on April 13, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Davis Guest Home, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 23 day of June, 2021.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Behavioral 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 June 25, 2019, 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 April 13, 2020, 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, the parties now desire to amend certain provisions of the Professional Services Agreement in order to increase the maximum amount payable thereunder and modify the budgetary, insurance and execution requirements 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 One Million Five Hundred Sixty-Eight Thousand Seven Hundred Sixty-Three Dollars (\$1,568,763.00). In no event shall the maximum amount paid under this Agreement exceed Four Hundred Sixty-Eight Thousand Seven Hundred Sixty-Three Dollars (\$468,763.00) for fiscal year 2019-2020 and Five Hundred Fifty Thousand Dollars (\$550,000.00) per fiscal year for fiscal years 2020-2021 and 2021-2022. 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.

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- 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 as if set forth in full.
 - C. 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.
2. Section 21(A) – General Insurance Requirements of the Professional Services Agreement is hereby amended to read as follows:
- A. General Insurance Requirements. Without limiting CONTRACTOR’s indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence (Three Million Dollars (\$3,000,000.00) general aggregate) for any one (1) incident, including, without limitation, personal injury, death and property damage.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - 3. Workers’ Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 - 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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3. Section 44 – Counterpart Execution of the Professional Services Agreement is hereby amended to read as follows:

44. 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. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. 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.

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 as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of July 1, 2021.
5. Except as modified herein, the Professional Services Agreement dated June 25, 2019, as amended on April 13, 2020, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

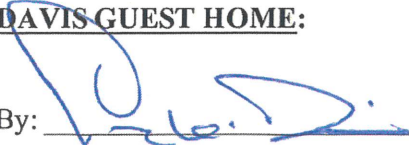
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Second 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.

DAVIS GUEST HOME:

By: 

Date: 6/23/21

Name: Lenny G. Davis

Title: President

By: Lisa Davis

Date: 6/23/21

Name: Secretary Lisa Davis

Title: Secretary

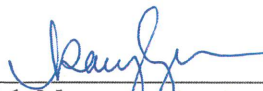
COUNTY OF HUMBOLDT:

By: 

Date: 6/23/2021

Emi Botzler-Rodgers, Behavioral Health Director
(Pursuant to the authority granted by the
Humboldt County Board of Supervisors on
June 25, 2019 [Item C-28])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 06/23/2021

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES

Davis Guest Home
For Fiscal Years 2019-2020 through 2021-2022

CONTRACTOR shall submit requests for payment on a monthly basis for days of service provided within the Davis Guest Home, an Adult Residential 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 hereby agree to the following monthly and daily rates of compensation as of July 1, 2021:

- Transitional Adult Residential Services – SSI: \$1,079.37 per month
- Transitional Adult Residential Services – SSI/SSA: \$1,099.37 per month
- Daily Patch Rate: \$125.00 per day
- Daily Patch Rate (Higher Acuity/Private Room): \$150.00-\$800.00 per day

Board and Care shall be paid from each client's SSI or SSI/SSA benefits. If a client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent amount owed. Residents who are not removed from Davis Guest Home facilities within 30 days of receiving a discharge notice will be assessed a daily rate of Three Hundred Fifty Dollars (\$350.00) per day from the 31st day until the date of discharge from the facility.

2. COMPENSATION POLICIES FOR ABSENCE FROM PROGRAM:

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a period of not more than seven (7) days for non-medical leave and not more than ten (10) days for medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a client's placement at CONTRACTOR's facility. In the event COUNTY moves a client from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten (10) days for in-patient hospitalizations (medical and/or psychiatric) per occurrence and seven (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frames indicated above, extensions may be secured with written notice to CONTRACTOR.

3. RATE ADJUSTMENTS:

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. The monthly SSI and SSI/SSA rates set forth herein are subject to annual adjustments by the federal government and the State of California.