

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ASPIRE CHANGE – KLJ CONSULTING & TRAINING
FOR FISCAL YEAR 2018-2019**

This First Amendment to the Professional Services Agreement dated June 26, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Aspire Change – KLJ Consulting & Training, a California sole proprietorship, hereinafter referred to as "CONTRACTOR," is entered into this 11 day of June, 2019.

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS"), desires to retain the services of CONTRACTOR to support active, ongoing, and intensive technical assistance and coaching to strengthen the capacities of DHHS to organize, align, and sustain key implementation infrastructure and processes within systems contexts to fully implement the Humboldt Practice Model (HPM) and the related, integrated interventions while ensuring alignment with principles of High-Performance Organizations (HPO); and

WHEREAS, on June 26, 2018, COUNTY and CONTRACTOR entered into Professional Services Agreement ("Agreement") for technical assistance and coaching; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to increase the amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. In Section 4, COMPENSATION, the maximum amount payable of One Hundred Ten Thousand, Five Hundred Dollars (\$110,500.00) is replaced with One Hundred Twenty-four Thousand, Nine Hundred and Fifty Dollars (\$124,950.00).
2. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates and replace in its entirety the modified Exhibit B – Schedule of Rates which is attached hereto and incorporated herein by reference. The modified Exhibit B – Schedule of Rates attached hereto shall supersede any prior versions thereof.
3. The Professional Services Agreement is hereby amended to add the following provision regarding counterpart execution:

“40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each 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, for all purposes.”

4. Except as modified herein, the Agreement executed on June 26, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original 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.

ASPIRE CHANGE – KLJ CONSULTING AND TRAINING:

By: Karen Loftis Jarboe
Name: Karen Loftis Jarboe
Title: Sole Proprietor

Date: 3/6/19

COUNTY OF HUMBOLDT:

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

Date: 6/11/19

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kaufman
Risk Management

Date: 05/20/2019

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
 Aspire Change – KLJ Consulting
 July 1, 2018 – June 30, 2019

1. **RATE OF COMPENSATION AND PAYMENT:**

The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Twenty-four Thousand Nine Hundred and Fifty Dollars (\$124,950.00). 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 for services provided hereunder, or terminate this Agreement as provided herein.

CONTRACTOR shall submit to COUNTY quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
 Attention: Leslie Abbott
 507 F Street
 Eureka, CA 95501

2. **EXPENSES:**

A. Personnel Costs	
Title: Karen Lofts-Jarboe, Owner Aspire Change – KLJ Consulting & Training	
Hourly Rate of Pay or Salary Calculation: \$800/day	
Duties Description: Technical assistance, consultation, training and coaching	
Total Personnel Costs:	\$800/day
B. Operational Costs	
Item: Office Space	
Description: Home office exclusive to business operations.	\$8/day
Item: General Liability & Car Insurance	
Description: General Liability & Car Insurance for personal car and business.	\$4/day
Total Operational Costs:	\$12/day
C. Supplies	
Item: Office materials	
Description: Paper and other supplies	\$3.50/day
Item: Office Equipment	
Description: Computer & Hot spot	\$5.50/day
Total Supplies:	\$9/day
D. Other Costs	
Item: Business Operations	
Description: Accounting, subscriptions & dues, internet, license fees, postage, security, phone	\$29/day
Total Other Costs:	\$29/day

Total for One Day :	\$850/day
Grand Total: 147 Days x \$850	\$124,950/year