

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

This First Amendment to the Professional Services Agreement dated June 25, 2019, 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 13<sup>th</sup> day of April, 2020.

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, the parties now desire to amend certain provisions of the Professional Services Agreement in order to 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 the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million Two Hundred Sixty-Six Thousand Two Hundred Eighty-Nine Dollars (\$1,266,289.00). 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 Three Hundred Ninety-Eight Thousand Seven Hundred Sixty-Three Dollars (\$398,763.00) per fiscal year for fiscal years 2020-2021 and 2021-2022. CONTRACTOR agrees to perform all services required hereunder 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 as if set forth in full.

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 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, 2020.
3. Except as modified herein, the Professional Services Agreement dated June 25, 2019 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 First 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: LISA DAVIS  
Name: LISA DAVIS  
Title: Secretary

Date: 4/6/20

By: Lonny G Davis  
Name: Lonny G Davis  
Title: President

Date: 4/6/20

**COUNTY OF HUMBOLDT:**

By: Emi Botzler-Rodgers  
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])

Date: 4/13/2020

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: [Signature]  
Risk Management

Date: 4/9/2020

**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, 2020:

- Transitional Adult Residential Services – SSI: \$1,069.37 per month
- Transitional Adult Residential Services – SSI/SSA: \$1,089.37 per month
- Daily Patch Rate: \$120.00 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 \$350.00 per day from the 31<sup>st</sup> 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.