

**FIRST AMENDMENT
AGREEMENT
BETWEEN
HUMBOLDT COUNTY
AND
ALCOHOL DRUG CARE SERVICES, INC.
FOR FISCAL YEARS 2015-2016 THROUGH 2019-2020**

This First Amendment to the Professional Services Agreement, dated October 27, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Alcohol Drug Care Services, Inc., a California non-profit corporation, hereinafter referred to as "CONTRACTOR," is entered into this 18 day of December, 2018.

WHEREAS, COUNTY, by and through its Department of Health and Human Services, desired to retain a qualified professional organization to provide certain residential alcohol and drug treatment and detoxification services; and

WHEREAS, on October 27, 2015, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such residential alcohol and drug treatment and detoxification services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to include a provision regarding counterpart execution thereof and adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. The Professional Services Agreement is hereby amended to include the following provision regarding counterpart execution:

38. 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.

2. The Professional Services Agreement is hereby amended to delete Exhibit B – Payment Agreement ("Exhibit B"), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective Date this First Amendment.
3. Except as modified herein, the Professional Services Agreement dated October 27, 2015 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 this 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.

ALCOHOL DRUG CARE SERVICES, INC.:

By: 

Date: 11/29/18

Name: Eileen McGee

Title: Secretary

By: 

Date: 11/20/18

Name: Catlin Conyn

Title: TREASURER


COUNTY OF HUMBOLDT:

By: 

Date: 12/18/18

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/30/18

LIST OF EXHIBITS:

Exhibit B – Payment Terms and Conditions

EXHIBIT B
PAYMENT TERMS AND CONDITIONS
Alcohol Drug Care Services, Inc.
For Fiscal Years 2015-2016 through 2019-2020

1. COMPENSATION:

- A. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four Hundred Thirteen Thousand Two Hundred Dollars (\$413,200.00). In no event shall the maximum amount paid hereunder exceed Eighty-Two Thousand Six Hundred Forty Dollars (\$82,640.00) per fiscal year for fiscal years 2015-2016 through 2019-2020. All unauthorized costs incurred above the maximum amount payable 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 amount payable will be reached.
- B. Residential treatment services provided pursuant to the terms and conditions of this Agreement shall be compensated at the rate of One Hundred Twenty-Five Dollars (\$125.00) per bed day.
- C. Detoxification services provided pursuant to the terms and conditions of this Agreement shall be compensated at the rate of One Hundred Seventy-Five Dollars (\$175.00) per bed day.
- D. CONTRACTOR agrees that the rates of compensation set forth herein shall constitute payment in full for any and all services, and costs and expenses incurred, including, without limitation, housing utilities and daily personal essentials, pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees that any third party or client fees collected by CONTRACTOR for services provided pursuant to the terms and conditions of this Agreement shall be returned to COUNTY.
- E. In the event that the Annual Cost Report provided by CONTRACTOR pursuant to the terms and conditions of this Agreement fails to justify and support the established rates of compensation set forth herein, COUNTY reserves the right to negotiate a provisional treatment rate with CONTRACTOR that reflects actual program costs. If it is determined that the cost reported by CONTRACTOR is less than the actual payments made by COUNTY, CONTRACTOR shall reimburse COUNTY for the overpayment.
- F. In the event that the services provided or claimed pursuant to the terms and conditions of this Agreement are disallowed or denied through any applicable local, state or federal utilization review, claims or error correction processes or procedures, the amount of any such disallowance or denied claim shall be reimbursed by CONTRACTOR through direct payment to COUNTY or adjustment of subsequent payments made pursuant to the terms and conditions of this Agreement.

2. BILLING AND PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices and itemized statements detailing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of the month following the month in which the services were rendered. Invoices and itemized statements shall be in a format approved by, and shall include backup documentation as specified by, COUNTY. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made by COUNTY within thirty (30) days after the receipt of approved invoices and itemized statements. All

invoices and itemized statements submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS -- Mental Health
Attention: Mental Health Financial Services
507 F Street
Eureka, California 95501