

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WILLOW GLEN CARE CENTER
FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022**

This First Amendment to the Professional Services Agreement dated July 2, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Willow Glen Care Center, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 23rd day of June, 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 variety of long-term residential mental health treatment programs for adults with severe mental illnesses; and

WHEREAS, on July 2, 2019, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of various long-term residential mental health treatment programs for adults with severe mental illnesses; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to adjust the rates of compensation, and modify the execution requirements, set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. 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.

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 July 2, 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 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.

WILLOW GLEN CARE CENTER:

By:  _____

Date: 6-9-2020

Name: JEFF PAYNE

Title: Executive Director

By:  _____

Date: 6/9/2020

Name: Melissa Lance

Title: CFO

COUNTY OF HUMBOLDT:

By:  _____

Date: 6/23/2020

Emi Botzler-Rodgers, Behavioral Health Director
(Pursuant to the authority granted by the
Humboldt County Board of Supervisors on
July 2, 2019 [Item C-9])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____

Date: 6/17/2020

Risk Management

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
Willow Glen Care Center
For Fiscal Years 2019-2020 through 2021-2022

CONTRACTOR shall submit requests for payment on a monthly basis for bed days provided within its Adult Residential and Mental Health Rehabilitation Center ("MHRC") facilities. COUNTY shall compensate CONTRACTOR for the services provided pursuant to the terms and conditions of this Agreement based on the maximum rates of compensation set forth herein.

1. RATE OF COMPENSATION:

COUNTY and CONTRACTOR agree to the following daily rates of compensation as of July 1, 2020:

• Willow Glen Care Center	\$147.00
• Rosewood Care Center	\$147.00
• Redwood Creek	\$137.00
• Trinity Pines	\$147.00
• Sequoia Psychiatric Treatment Center	\$330.00
• Cedar Grove Psychiatric Treatment Center	\$370.00

2. RATE SCHEDULES:

CONTRACTOR shall furnish a rate schedule to COUNTY for residential care and MHRC services no later than July 31st of each fiscal year.

3. RATE CHANGES:

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. Rate changes pertaining to services provided at the Sequoia Psychiatric Treatment Center are subject to the limitations set forth by state regulation.

4. ANCILLARY FEES:

COUNTY shall be responsible for paying an ancillary fee of One Hundred Dollars (\$100.00) per day for one-on-one client supervision services required to prevent hospitalization, injury and/or property damage. Any and all ancillary fees charged pursuant to the terms and conditions of this Agreement shall require written pre-authorization by COUNTY, and be identified on the monthly invoices submitted by CONTRACTOR.