

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

This Second Amendment to the Professional Services Agreement dated July 2, 2019, as amended on June 23, 2020, 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 31 day of December, 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, on June 23, 2020, COUNTY and CONTRACTOR amended the Professional Services Agreement in order to adjust the rates of compensation, and modify the execution requirements, 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.

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 services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00). In no event shall the maximum amount paid under this Agreement exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) for fiscal year 2019-2020 and One Million Dollars (\$1,000,000.00) per fiscal year for fiscal years 2020-2021 and 2021-2022. CONTRACTOR 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.
- 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. Except as modified herein, the Professional Services Agreement dated July 2, 2019, as amended on June 23, 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.

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.

WILLOW GLEN CARE CENTER:

By: [Signature]

Date: 12-17-2020

Name: Arne Hyson

Title: Secretary

By: [Signature]

Date: 12-16-2020

Name: JEFF PAYNE

Title: EXECUTIVE DIRECTOR

COUNTY OF HUMBOLDT:

By: [Signature]

Date: 12/31/2020

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: [Signature]
Risk Management

Date: 12/29/2020