

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

This Third Amendment to the Professional Services Agreement dated July 2, 2019, as amended on June 23, 2020 and December 31, 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 13 day of MAY, 2021.

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, on December 31, 2020, COUNTY and CONTRACTOR amended the Professional Services Agreement in order to increase the maximum amount payable thereunder; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to further 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 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, 2021.
2. Except as modified herein, the Professional Services Agreement dated July 2, 2019, as amended on June 23, 2020 and December 31, 2020, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Third 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: 5-7-21

Name: JEFF PAYNE

Title: Exec. Director

By: _____

Date: 5/12/21

Name: Melissa Lance

Title: CFO

COUNTY OF HUMBOLDT:

By: _____

Date: 5/13/2021

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: Kelly Barnes

Date: 05/13/2021

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 facilities ("MHRC"). COUNTY shall compensate CONTRACTOR for the 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 agree to the following daily rates of compensation as of July 1, 2021:

• Willow Glen Care Center	\$162.00-\$199.00
• Rosewood Care Center	\$162.00-\$199.00
• Redwood Creek	\$160.00-\$300.00
• Cedar Grove Psychiatric Treatment Center	\$330.00-\$370.00
• Trinity Pines	\$210.00
• Sequoia Psychiatric Treatment Center	\$360.00

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.