

**FIRST AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
KEVIN KELLY, PhD  
FOR FISCAL YEARS 2017-2018 THROUGH 2018-2019**

This First Amendment to the Professional Services Agreement dated April 24, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Kevin Kelly, PhD, a sole proprietor, hereinafter referred to as "CONTRACTOR," is entered into this 26 day of February, 2019.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services, desired to retain a qualified professional to perform court-ordered competency and psychological evaluations of juveniles and adults in accordance with any and all applicable local, state and federal laws, regulations and standards; and

WHEREAS, on April 24, 2018, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the performance of court-ordered competency and psychological evaluations; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to increase the maximum amount payable thereunder and include a provision regarding counterpart execution thereof.

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 rendered, and costs and expenses incurred, including, without limitation any and all travel expenses, pursuant to the terms and conditions of this Agreement is One Hundred Twenty-Six Thousand Dollars (\$126,000.00). In no event shall the maximum amount paid under this Agreement exceed Thirty Seven Thousand Dollars (\$37,000.00) for fiscal year 2017-2018 and Forty Nine Thousand Dollars (\$49,000.00) for fiscal year 2018-2019. CONTRACTOR agrees to perform 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 for services provided 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.

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- 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. 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 dollar amount will be reached.

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

40. 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.

3. 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. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
4. Except as modified herein, the Professional Services Agreement dated April 24, 2018 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.

**KEVIN KELLY, PHD:**

By: Kevin T. Kelly PhD

Date: 12/19/2018

Name: Kevin T. Kelly, Ph.D.

Title: Licensed Psychologist

**COUNTY OF HUMBOLDT:**

By: Estelle Fennell

Date: 2/26/19

Vice-Chair, Humboldt County Board of Supervisors  
Estelle Fennell

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Kaufman

Date: 02/07/2019

Risk Management

**LIST OF EXHIBITS:**

Exhibit B – Schedule of Rates

**EXHIBIT B**  
**SCHEDULE OF RATES**

Kevin Kelly, PhD

For Fiscal Years 2017-2018 through 2018-2019

1. RATE OF COMPENSATION:

- A. Evaluation Services. Juvenile and adult psychological and competency evaluations performed pursuant to the terms and conditions of this Agreement at CONTRACTOR's office in Ukiah, California shall be compensated at the flat rate of Three Thousand Dollars (\$3,000.00) each. Any juvenile or adult evaluations that necessitate travel to Humboldt County shall be compensated at the flat rate of Three Thousand Five Hundred Dollars (\$3,500.00) each.
- B. Miscellaneous Expenses. Court preparations and appearances, and any travel time associated therewith, shall be compensated at the rate of One Hundred Fifty Dollars (\$150.00) per hour.