

ORIGINAL

AGREEMENT FOR SERVICES

#683-PHD1107

with

PROGRESS HOUSE, INC.

regarding

ALCOHOL/DRUG TREATMENT SERVICES

**SUBSTANCE ABUSE OFFENDER TREATMENT PROGRAM
(OTP)**

Health and Safety Code Division 10.10, Chapter 75, Statutes of 2006 (Assembly Bill 1808)

Amendment II

THIS AMENDMENT to that AGREEMENT, made and entered into on January 7, 2008 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Progress House, Inc., a California Nonprofit Public Benefit Corporation qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 2914 "B" Cold Springs Road, Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide alcohol and drug treatment services for clients who qualify to participate in the Program for the County Public Health Department; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of such services provided by Contractor are in the public’s best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE II Term shall be amended to read as follows:

This Agreement is effective December 1, 2007 and shall continue through June 30, 2008. Furthermore, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting, as set forth in the provisions of this agreement.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

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DEPARTMENT HEAD CONCURRENCE

By: Gayle Erbe Hamlin
Gayle Erbe-Hamlin, Director
Public Health Department

Date: 7/9/08

CONTRACTOR

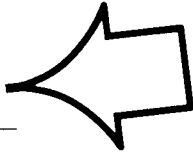
By: Tom Avey
Tom Avey, Executive Director
Progress House, Inc.
A California 501(c)(3) corporation

Date: 07/14/2008

COUNTY OF EL DORADO

By: _____
Rusty Dupray, Chairman
El Dorado County Board of Supervisors

Date: _____



ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk