

AGREEMENT FOR SERVICES #683-PHD1107
AMENDMENT III

This Amendment III to that Agreement for Services #683-PHD1107, made and entered into 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 2844 Coloma Street, Placerville, CA 95667; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, Contractor has been engaged by County to provide alcohol and drug treatment services for clients who qualify to participate in the Substance Abuse Offender Treatment Program ("OTP"), in accordance with Agreement for Services #683-PHD1107, dated January 7, 2008; Amendment I, dated May 20, 2008; Notice of Change to Provisional Amount OTP Funding, dated August 1, 2008; and Amendment II, dated August 19, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the Contractor performed alcohol and other drug treatment services during the term of this Agreement #683-PHD1107 December 1, 2007 through June 30, 2008 that were within the scope of services defined, and Contractor has represented to County that such services conform to all the conditions and requirements of the Agreement in effect at the time services were provided; and

WHEREAS, the County accepted such services performed by Contractor on the condition that such services conform to all the conditions and requirements of the effective Agreement; and

WHEREAS, the prior services performed were fully funded by the State of California under OTP; however, such services were in excess of the Provisional Not-to-Exceed amount of said Agreement due to the unexpected increase in the number of clients served, without any increase in the previously-set compensation rates;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #683-PHD1107 shall be retroactively amended a third time as follows:


I. All references in the original agreement to the "County Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

II. **Article III, Compensation for Services** shall be amended to add:

County has accepted services provided by Contractor pursuant to Article I, Scope of Services exceeding the Not-to-Exceed amount of the Agreement by \$6,092.61. County agrees to compensate Contractor in the amount of \$6,092.61 for these services; hereby amending the Not-to-Exceed amount from \$80,319.08 to a final Not-to-Exceed amount of \$86,411.69.

Except as herein amended, all other parts and sections of that Agreement #683-PHD1107 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 2-20-10
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #683-PHD1107 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____
Norma Santiago, Chair
Board of Supervisors
"County"

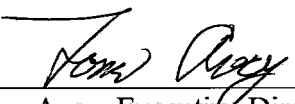
Dated: _____

ATTEST:
*Suzanne Allen de Sanchez Clerk
of the Board of Supervisors*

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

PROGRESS HOUSE, INC.

By: 
Tom Avey, Executive Director
Progress House, Inc.
"Contractor"

Dated: 02/25/2010