

AGREEMENT FOR SERVICES #301-183-M-E2011
AMENDMENT II

This Amendment II to that Agreement for Services #301-183-M-E2011, 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 Maxim Healthcare Services, Inc., a Maryland Corporation (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide personnel to supplement the Psychiatric Health Facility (PHF), Crisis Residential Treatment (CRT) facility and/or Psychiatric Emergency Services (PES) on an "as requested" basis for the County of El Dorado Health Services Department, Mental Health Division in accordance with Agreement for Services #301-183-M-E2011, dated June 17, 2011, and Amendment I to that Agreement #301-183-M-E2011 dated November 14, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department been reorganized and is now known as Health Services, a Department of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to extend the term of this Agreement, thereby amending Article II – Term; and

WHEREAS, the parties hereto have mutually agreed to increase the not-to-exceed of this Agreement, thereby amending Article III – Compensation for Services; and

WHEREAS, the parties hereto have mutually agreed to amend Article XV – Notice to Parties;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #301-183-M-E2011 shall be amended a second time as follows:

1) All references in the original agreement to the "County Health Services Department" or "HSD" shall be deemed to refer to the Health Services Department of the Health and Human Services Agency.

2) Article II shall be amended in its entirety to read as follows:

Article II. TERM

This Agreement shall be effective May 1, 2011 and shall expire April 30, 2013 unless earlier terminated pursuant to the provisions under Article XIII or Article XIV herein.

3) Article III, Compensation for Services, Section 3.04 and 3.05 shall be amended to read as follows:

Section 3.04 Invoices shall be submitted to:

County of El Dorado
Health and Human Services Agency, Mental Health Division Finance Unit
929 Spring Street
Placerville, CA 95667
Attn: Accounts Payable

Section 3.05 Not-to-Exceed: \$380,000 over the term of this Agreement.

4) Article XV, Notice to Parties shall be amended in its entirety to read as follows:

Article XV. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, M.P.A., DIRECTOR**

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

**MAXIM HEALTHCARE SERVICES, INC.
7227 LEE DEFOREST DRIVE
COLUMBIA, MD 21046
ATTN: CONTRACTS DEPARTMENT**

or to such other location as the CONTRACTOR directs.

Except as herein amended, all other parts and sections of that Agreement #301-183-M-E2011 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #301-183-M-E2011 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
John R. Knight, Chair
Board of Supervisors
COUNTY

Dated: _____

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

Deputy

Dated: _____

--CONTRACTOR--

MAXIM HEALTHCARE SERVICES, INC.,
A MARYLAND CORPORATION

By: _____
Mike Hemelt
Controller
CONTRACTOR

Dated: _____

By: _____
Corporate Secretary

Dated: _____