

**AGREEMENT FOR SERVICES 050-S1111  
AMENDMENT III**

This Amendment III to that Agreement for Services 050-S1111, 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 Victor Treatment Centers, Inc., a California corporation duly qualified to conduct business in the State of California, whose principle place of business is 2561 California Park Drive, Chico, CA 95928 (hereinafter referred to as "Contractor") and whose Agent for Service of Process is Douglas E. Scott, 2561 California Park Drive, Chico, CA 95928.

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide twenty-four (24) hour residential mental health services for County-authorized minors with serious emotional problems (hereinafter referred to as "Client" or "Clients"), in accordance with Agreement for Services 050-S1111, dated October 4, 2010, Amendment I to that Agreement, dated June 28, 2011, and Amendment II to that Agreement dated November 6, 2012, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of the original Agreement, thereby amending **Article II - Term**, increase the maximum obligation of the Agreement, thereby amending **Article III - Compensation for Services**, update **Article XVII - Notice to Parties** and **Article XXVIII - Administrator**, and amend and replace **Exhibit C (Amendment III) - Fee Schedule**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services 050-S1111 shall be amended a third time as follows:

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

**ARTICLE II**

**Term:** This Agreement shall be effective July 1, 2010 and shall expire June 30, 2015, unless terminated earlier pursuant to provisions under the Articles titled "Fiscal Considerations" or "Default, Termination, and Cancellation."

- 2) Article III, Section 3.08 shall be amended in its entirety to read as follows:

**Section 3.01** The maximum obligation for services provided during the term of this Agreement shall be as follows:

<b>Time Period</b>	<b>Amount</b>
7/1/10 – 6/30/11	\$81,769
7/1/11 – 6/30/12	\$81,812
7/1/12 – 6/30/13	\$100,000
7/1/13 – 6/30/14	\$100,000
7/1/14 – 6/30/15	\$100,000
<b>Total Not-to-Exceed of Agreement</b>	<b>\$463,581</b>

Contractor's allowable services billed to County may vary by up to ten percent (10%) between the time period amounts shown above, provided any such variation does not change the total Not-to-Exceed amount of this Agreement.

3) Article XVI shall be amended in its entirety to read as follows:

**ARTICLE XVI -**

**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 & HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

VICTOR TREATMENT CENTERS, INC.  
2561 CALIFORNIA PARK DRIVE  
CHICO, CA 95928  
ATTN: DOUGLAS SCOTT, CHIEF EXECUTIVE OFFICER

Or to such other location as the Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in the article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

4) Article XXVII shall be amended in its entirety to read as follows:


**Article XXVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Laura Walny, Program Manager II, Health and Human Services Agency, or successor.

5) Exhibit C (Amendment II) "Fee Schedule" shall be replaced in its entirety by Exhibit C (Amendment III) "Fee Schedule" attached hereto and incorporated by reference herein.

Except as herein amended, all other parts and sections of that Agreement 050-S1111 and any Amendments thereto shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
Laura Walny, Program Manager II  
Health and Human Services Agency

Dated: 6/28/13

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

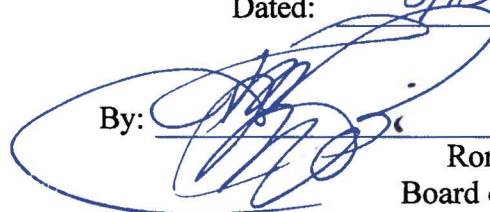
By:   
Janet Walker-Conroy, M.A., Interim Director  
Health and Human Services Agency

Dated: 7/1/13

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services 050-S1111 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8/13/13  
By:   
Ron Briggs, Chair  
Board of Supervisors  
"County"


ATTEST:  
James S. Mitrising  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 8/13/13

-- CONTRACTOR --

VICTOR TREATMENT CENTERS, INC.  
A CALIFORNIA CORPORATION

By:   
Douglas E. Scott, Chief Executive Officer  
"Contractor"

Dated: 7/16/13

By:   
Lenny Verser, Chief Financial Officer

Dated: 7/15/13

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EXHIBIT C (Amendment III)  
Fee Schedule

Victor Treatment Centers, Inc.

Service Type	Unit of Service	Rate
<b>7/1/10 – 6/30/11</b>		
Case Management	Minute	\$2.00
Crisis Intervention	Minute	\$3.85
Day Rehabilitation – Full Day	Day	\$131.00
Day Treatment Intensive – Full Day	Day	\$202.00
Medication Support	Minute	\$4.82
Mental Health Services	Minute	\$2.60

Service Type	Unit of Service	Rate
<b>7/1/11 – 6/30/12</b>		
Case Management	Minute	\$2.02
Crisis Intervention	Minute	\$3.88
Day Rehabilitation – Full Day	Day	\$131.24
Day Treatment Intensive – Full Day	Day	\$202.43
Medication Support	Minute	\$4.82
Mental Health Services	Minute	\$2.61

Service Type	Unit of Service	Rate
<b>7/1/12 – 6-30/13</b>		
Case Management	Minute	\$2.02
Crisis Intervention	Minute	\$3.88
Day Rehabilitation – Full Day	Day	\$131.24
Day Treatment Intensive – Full Day	Day	\$202.43
Medication Support (psychiatrist only)	Minute	\$4.82
Mental Health Services (including TBS)	Minute	\$2.61

Service Type	Unit of Service	Rate
<b>7/1/13 – 6/30/15</b>		
Case Management	Minute	\$2.02
Crisis Intervention	Minute	\$3.88
Day Rehabilitation – Full Day	Day	\$131.24
Day Treatment Intensive – Full Day	Day	\$202.43
Medication Support (psychiatrist only)	Minute	\$4.82
Mental Health Services (including TBS)*	Minute	\$2.61

\*includes services listed in Title 9, California Code of Regulations, Section 1810.227. Service activities may include but are not limited to assessment, plan development, therapy (group, family and individual) rehabilitation, and collateral.