

AGREEMENT FOR SERVICES #292-105-M-E2010
AMENDMENT I

This Amendment I to that Agreement for Services #292-105-M-E2010, 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.; (hereinafter referred to as "CONTRACTOR").

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide specialty mental health services for clients on an "as requested" basis for the County of El Dorado Health Services Department, Mental Health Division in accordance with Agreement for Services #292-105-M-E2010, effective July 1, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend *Article II - Term*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article III - Compensation for Services*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article XVIII - Notice to Parties*; and

WHEREAS, the parties hereto have mutually agreed to amend and replace *Exhibit C* of said Agreement;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #292-105-M-E2010 shall be amended a first time as follows:

1) Article II, Term, 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, 2012, unless terminated earlier pursuant to provisions under Article XVI or Article XVII herein.

2) Article III, Compensation for Services, Section 3.03, shall be amended to read as follows:

Section 3.03 CONTRACTOR may request increases or decreases to provisional rates from those listed herein to reflect changes in cost by giving COUNTY advance written notice of such proposed change. Rate increases or decreases will become effective the first day of the service month following the written acceptance of the HSD Director or designee, or such other date as designated by the HSD Director or designee. Rate increases shall not apply to services provided prior to the date of written acceptance of such increases by the HSD Director or designee.

3) Article III, Compensation for Services, Section 3.08, shall be amended to read as follows:

Section 3.08 The total amount of this Agreement shall not exceed \$185,000.

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

Article XVIII. 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 SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

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

or to such other location as the CONTRACTOR directs.

4) Exhibit C – “Fee Schedule” shall be replaced in its entirety by Exhibit C (amended) – “Fee Schedule” attached hereto and incorporated by reference herein.

Except as herein amended, all other parts and sections of that Agreement #292-105-M-E2010 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____
Neda West, Director
Health Services Department

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #292-105-M-E2010 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Raymond J. Nutting
Chair, Board of Supervisors
"COUNTY"

Dated: _____

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

Deputy

Dated: _____

-- CONTRACTOR --

VICTOR TREATMENT CENTERS, INC.,
A CALIFORNIA CORPORATION

By: _____
Douglas Scott, Chief Executive Officer
"CONTRACTOR"

Dated: _____

By: _____
Corporate Secretary

Dated: _____