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**AGREEMENT FOR SERVICES 178-S1311
AMENDMENT I**

THIS AMENDMENT I to that Agreement for Services 178-S1311, 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 Remi Vista, Inc., a California corporation duly qualified to conduct business in the State of California, whose principle place of business is 393 Park Marina Circle, Redding, CA 96001 (hereinafter referred to as "Contractor") and whose Agent for Service of Process is John W. Tillery, 4636 Columbine Drive, Redding, CA 96002.

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 178-S1311, 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**, to update **Article IV - Cost Report**, and to update **Article XXV - Notice to Parties** and **Article XXXVIII - Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services 178-S1311 shall be amended a first 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, 2012 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 shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled "Scope of Services."

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

A. Rates:

July 1, 2012 through June 30, 2013		
Service	Unit	Rate
Assessment	Minute	\$2.38
Case Management / Brokerage	Minute	\$1.75
Collateral	Minute	\$2.38
Crisis Intervention	Minute	\$3.00
Evaluation	Minute	\$2.38
Plan Development	Minute	\$2.38
Rehabilitation	Minute	\$2.38
Therapeutic Behavioral Services	Minute	\$1.75
Therapy / Group	Minute	\$2.38
July 1, 2013 through June 30, 2015		
Service	Unit	Rate
Assessment	Minute	\$2.23
Case Management / Brokerage	Minute	\$1.73
Collateral	Minute	\$2.23
Crisis Intervention	Minute	\$3.51
Evaluation	Minute	\$2.23
Plan Development	Minute	\$2.23
Specialty Mental Health Services	Minute	\$2.23
Therapeutic Behavioral Services	Minute	\$2.23
Therapy / Group	Minute	\$2.23

B. Invoices/Remittances: Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667	Remi Vista, Inc. P.O. Box 494100 Redding, CA 96049 Attn: Accounts Receivable

C. The maximum obligation for services provided during the term of this Agreement shall be as follows:

Time Period	Amount
7/1/12 – 6/30/13	\$100,000
7/1/13 – 6/30/14	\$100,000
7/1/14 – 6/30/15	\$100,000
Total Not-to-Exceed of Agreement	\$300,000

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

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

ARTICLE IV

Cost Report: Contractor shall submit an annual Cost Report to County on or before October 31st of each year for the preceding fiscal period of July 1st through June 30th ("fiscal period"). Contractor shall prepare the Cost Report in accordance with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein.

The Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator upon reasonable notice.

It is agreed between County and Contractor that the rates stated in this Agreement are intended to approximate the Contractor's actual costs. Should the actual rate as determined in the Cost Report for the fiscal period be less than the rate(s) identified herein, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31st following the fiscal period. Based upon written approval by the Health and Human Services Agency Director, this reimbursement may be made via monthly installment payments for up to six (6) months.

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

ARTICLE XXV

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:

REMI VISTA, INC.
393 PARK MARINA CIRCLE
REDDING, CA 96001
ATTN: JOHN TILLERY, 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.

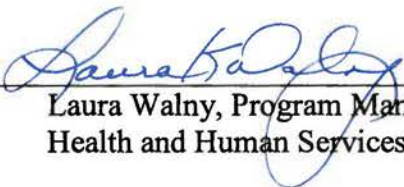
5) Article XXXVIII shall be amended in its entirety to read as follows:

Article XXXVIII

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.

Except as herein amended, all other parts and sections of that Agreement 178-S1311 shall remain unchanged and in full force and effect.

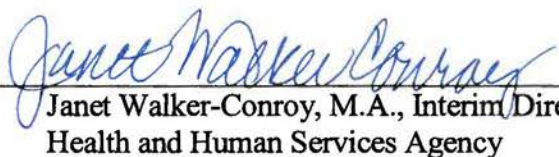
REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 

Laura Walny, Program Manager II
Health and Human Services Agency

Dated: 6/6/13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 

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

Dated: 6/7/13

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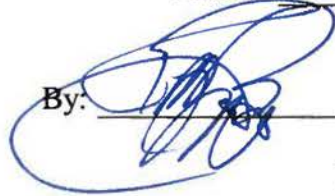
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 178-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/25/13

By:  _____
Ron Briggs, Chair
Board of Supervisors
"County"

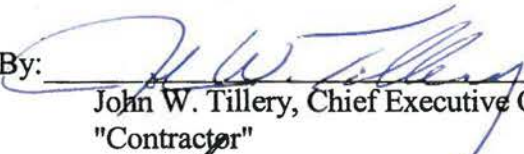
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By:  _____
Deputy Clerk

Dated: 6/25/13

-- CONTRACTOR --

REMI VISTA, INC.
A CALIFORNIA CORPORATION

By:  _____
John W. Tillery, Chief Executive Officer
"Contractor"

Dated: 6/18/13

By:  _____
Corporate Secretary

Dated: 6/18/13