

**COPY
ORIGINAL**

**AGREEMENT FOR SERVICES #578-S0710
AMENDMENT I**

This Amendment I to that Agreement for Services #578-S0710, 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 Scripps Psychological Associates, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1012 19th Street, Sacramento, CA 95814; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide psychological evaluation services on an "as requested" basis for clients referred by the Department of Human Services, Social Services Division in accordance with Agreement for Services #578-S0710, dated February 27, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE II – Term**, **ARTICLE III – Compensation for Services**, **ARTICLE XII – Notice to Parties**, and **ARTICLE XX – Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXV – Conflict of Interest** and **ARTICLE XXVI – HIPAA Compliance**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #578-S0710 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of April 5, 2007 through April 30, 2010.

ARTICLE III

Compensation for Services: The total amount of this Agreement, as amended, shall not exceed \$50,000.00, for the stated term.

ARTICLE XII

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
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

or to such locations as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

SCRIPPS PSYCHOLOGICAL ASSOCIATES, INC
1012 19TH STREET
SACRAMENTO, CA 95814
ATTN: DR. SIDNEY K. NELSON, PH.D.

or to such locations as the Contractor directs.

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst, Department of Human Services, or successor.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXVI

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

Except as herein amended, all other parts and sections of that Agreement #578-S0710 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: DeAnn Osborn
DeAnn Osborn, Staff Services Analyst
Department of Human Services

Dated: June 10, 2008

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Doug Nowka
Doug Nowka, Director
Department of Human Services

Dated: 6/10/08

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #578-S0710 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--COUNTY OF EL DORADO--

Dated: 6/26/08

By: Bonnie H. Rich
Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

Dated: 6-12-08

SCRIPPS PSYCHOLOGICAL ASSOCIATES, INC.
A CALIFORNIA CORPORATION

By: Sydney K. Nelson, Ph.D.
Sidney K. Nelson, Ph.D.
President
"Contractor"

By: Sydney K. Nelson, Ph.D.
Corporate Secretary

Dated: 6-12-08