

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 12th day of May, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and VMS Family Counseling Services, Professional Corporation, a California corporation, whose address is 2350 W. Shaw Ave. Fresno, CA 93711 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the parties entered into Purchasing Agreement No. P-15-307-O, dated July 17, 2015 ("Purchasing Agreement"), pursuant to which CONTRACTOR agreed to provide counseling and psychological services over a five-year term, with a contract maximum of \$99,000; and

WHEREAS, on August 3, 2015, COUNTY and CONTRACTOR entered into AMENDMENT NUMBER ONE (1) ("Amendment I") to add terms to the Purchasing Agreement allowing for intern usage (individual, couples and group/family sessions); and

WHEREAS, on January 13, 2016, COUNTY and CONTRACTOR entered AMENDMENT NUMBER TWO (2) ("Amendment II"), to add cost parameters for cancelling appointments and no-show fees; and

WHEREAS, on June 5, 2018, COUNTY and CONTRACTOR entered into AMENDMENT NUMBER THREE (3) ("Amendment III"), to convert the Purchasing Agreement to a Board agreement, which was Board Agreement 18-289 ("Agreement") to add a disclosure of self-dealing transactions, and increase the maximum contract value from \$99,000 to \$220,000 to provide additional services.

WHEREAS, COUNTY again has a need for increased services; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to modify the payment terms and increase the maximum contract value to allow CONTRACTOR to provide such additional services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. The paragraph entitled "MAXIMUM" on Page one (1) of the Purchasing Agreement, is deleted in its entirety and replaced with the following:

1 "MAXIMUM:

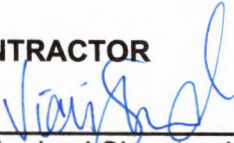
2 In no event shall compensation paid for services performed under this Agreement
3 exceed two hundred seventy thousand dollars (\$270,000)."

4 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend
5 the Agreement, and that upon execution of this First Amendment, the Purchasing Agreement,
6 Amendment I, Amendment II, the Agreement, and the First Amendment, together, shall be considered
7 the Agreement.

8 The Agreement as hereby further amended, is ratified and continued. All provisions, terms,
9 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
10 in full force and effect.

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2
3 **CONTRACTOR**

4 

5 (Authorized Signature)

6 Victoria Sanders, LMFT 52610
7 Licensed Marriage and Family Therapist CEO

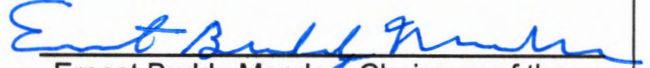
8 Print Name & Title

9 2350 W. Shaw Ave. Suite 116

10 Fresno, CA 93711

11 Mailing Address

COUNTY OF FRESNO



Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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15
16
17 By: 
Deputy

18 FOR ACCOUNTING USE ONLY:

19 Fund: 0001

20 Subclass: 10000

21 ORG: 31112415

22 Account: 7295
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