



July 26, 2010

Sumter County Board of County Commissioners
Attn: Pam Webb , Risk Manager
910 N Main St, suite 217
Bushnell, FL 33513

Dear Ms. Webb:

Please allow this letter to serve as notice of the renewal of the Agreement between Sumter County Board of County Commissioners and Horizon Behavioral Services, LLC, for the provision of EAP Services.

Per the terms of our Agreement, your EAP services automatically renew on each anniversary date. The EAP Fee will remain **\$1.41 per eligible employees per month** for the renewal period of 10/1/10 through 9/30/11. All terms and conditions of the Agreement remain in full force and effect.

Thank you for your support and we trust that Horizon Health EAP Services will continue to provide value to you and your employees through the EAP. Please contact Karen Averill, Account Executive, at (407) 949-5683 or Karen.Averill@horizonhealth.com if you have any questions regarding your EAP services.

Please file this letter with the Agreement.

Thank you,

A handwritten signature in blue ink that reads "Valerie Caviness".

Valerie Caviness
Contract Assistant



**Attestation
Census Data**

Please fax this document to (800) 672-3271

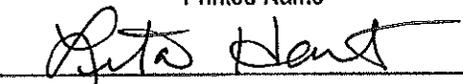
Company Name:

Number of EAP Employees: 695

Attach Divisional Breakdown Report (if applicable): _____

Effective Date: July 2010

Count Provided By: Lita Hart, Risk Manager
Printed Name

Signature: 

Date: Sept 22, 2010

ADDENDUM AND AMENDMENT TO AGREEMENT

THIS FIRST ADDENDUM AND AMENDMENT TO AGREEMENT, (the "**First Addendum**") is made and entered into as the ___ day of September 2010, by and between **HORIZON BEHAVIORAL SERVICES, LLC ("HBS")** and the **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, ("BOCC")**.

RECITALS

WHEREAS, HBS and BOCC executed that certain Agreement dated June 1, 2009, (the "Agreement"); and

WHEREAS, pursuant to Paragraph 4.1, the Agreement automatically renews on October 1, 2010 for a period of one year, and

WHEREAS, the parties wish to amend and clarify the terms of the renewal period and remove the Arbitration Provision from the Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and adequacy of which is hereby acknowledged, and other good and valuable consideration between the parties, who, intending to be legally bound, agree as follows:

1. **Recitals.** The Recitals set forth above are true and accurate in all material respects and are adopted and incorporated herein.
2. **Compensation to HBS.** The EAP fee compensation paid to HBS by the BOCC during the one year term commencing October 1, 2010 and ending September 30, 2011 shall be One Dollar and Forty One Cents (\$1.41) per Eligible Employee per month (the "EAP fee"). The EAP fee shall be due and payable on the first day of the first month of each contract quarter of the aforementioned one year term. The remaining provisions of paragraph 3.1 remain in effect with regard to the governance of the one year term, to the extent they do not conflict with the terms stated herein.
3. **Amendment Concerning Arbitration and Dispute Resolution:** The Dispute Resolution provision of the Agreement, Section 5.4, is hereby deleted and without further effect. Should litigation arise from the Agreement as amended, disputes shall be resolved via a court of competent jurisdiction in Sumter County, Florida. Under no circumstances will the Agreement, as amended, be submitted to binding arbitration.

4. **Counterparts.** This First Addendum may be executed by the parties in counterparts and the executed counterpart originals shall be deemed by the parties as a single executed and binding original. Copies of signed counterparts sent by facsimile or electronic mail shall be deemed originals for the purposes of this Addendum.

5. **Conflict:** If any terms of this Addendum and the Agreement are found to be in conflict, the terms of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the day and year first written above.

ATTEST: GLORIA HAYWARD
CLERK OF COURT, SUMTER
COUNTY

SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS (BOCC)

Deputy Clerk

By: _____
Doug Gilpin, Chairman

HORIZON BEHAVIORIAL SERVICES, LLC
(HBS)

By: _____

Its: _____