

## AMENDMENT #1

This First Amendment to the Agreement ("First Amendment") is made this \_\_\_\_ day of July, 2012 (EFFECTIVE DATE), by and between the COUNTY OF TULARE, referred to as COUNTY, and BI INCORPORATED, a Colorado corporation, referred to as CONTRACTOR.

### RECITALS

**WHEREAS**, the parties entered into an Agreement dated November 8, 2011 where CONTRACTOR is to provide Electronic Monitoring and Cognitive Behavioral Therapy ; and

**WHEREAS**, the parties wish to modify the Agreement by revising the PAYMENT FOR SERVICES Section 3(a) regarding revenue sharing.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, COUNTY and CONTRACTOR (hereinafter collectively the "Parties") agree to the following changes to the Agreement:

1. Delete (a) from the PAYMENT FOR SERVICES Section and replace with the following:

(a) PAYMENT FOR ADULT EM SERVICES AND LIMITED PROBATION CASES: COUNTY shall have no obligation to pay CONTRACTOR for Adult EM Services or Limited Probation Services as provided in this Agreement. CONTRACTOR shall collect fees from participating adults in those programs in the amounts, and manner, provided in Exhibit A and B, respectively. In addition, CONTRACTOR shall share collected revenues with the COUNTY for all Services provided.

2. This Amendment and the Agreement, together with any and all exhibits thereto, constitute the entire agreement and understanding between the parties with respect to the subject matter of the Agreement. In the event of a conflict between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained in this Amendment will control.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement.

COUNTY OF TULARE,

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRACTOR,

By: *Loren Grayer*  
Print name: Loren Grayer  
Title: Divisional Vice President