

**AMENDMENT NO. 6 TO  
NAPA COUNTY AGREEMENT NO. 170336B**

**THIS AMENDMENT NO. 6 OF NAPA COUNTY AGREEMENT NO. 170336B** is effective as of the 1st day of January 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **JAMES RICHARD GEISLER, PH.D.**, whose mailing address is 1303 Jefferson Street, Suite 600 A, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on or about July 1, 2003, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170336B (formerly called Agreement No. 2939 and hereinafter referred to as "Agreement") for CONTRACTOR to provide conservatorship evaluations to Napa County adult residents; and

**WHEREAS**, as of June 1, 2004, the Parties amended the Agreement to increase the maximum compensation payable to the CONTRACTOR; and

**WHEREAS**, as of July 1, 2005, the Parties amended the Agreement to incorporate Version 6 of the General Terms and Conditions, revise the Scope of Work (Exhibit "A") to include completion of conservatorship renewals, and increased the maximum compensation payable (Exhibit "B") to the CONTRACTOR; and

**WHEREAS**, as of July 1, 2006, the Parties amended the Agreement to incorporate Addendum 2 to the Scope of Work (Exhibit A); and

**WHEREAS**, as of July 1, 2012 the Parties amended the Agreement to incorporate Addendum 1 to the Compensation section (Exhibit B) to reflect an increase in the hourly rate of CONTRACTOR commencing in Fiscal Year 2012-2013; and

**WHEREAS**, as of November 1, 2019 the Parties amended the Agreement to modify Sections 1.3 and 1.4- Contract Administration to list the "Deputy Director/Mental Health Division" as the "Contract Administrator" and change the name of the program manager to the name of the current Deputy Director/Mental Health Division; increase the annual maximum amount; replace Exhibit A and all previous versions of Exhibit A with Exhibit A-3 (Scope of Work) to clarify services, and replace Exhibit B and all previous versions of Exhibit B with B-3 (Compensation) to include the revised hourly rate for CONTRACTOR; and

**WHEREAS**, the parties wish to further amend the Agreement to replace Exhibit A-3 and all previous versions of Exhibit A with Exhibit A-4 (Scope of Work) to revise the date of the term of the agreement, and replace Exhibit B-3 and all previous versions of Exhibit B with B-4 (Compensation) to include the revised hourly rate for CONTRACTOR.

## **TERMS**

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

1. The maximum amount of payment on Page 2 of the Agreement commencing as of January 1, 2022, and each subsequent automatic renewal thereof shall be **Forty-Five Thousand Dollars (\$45,000.00)** per fiscal year, reflecting an increase of **Nineteen Thousand Eight Hundred Eighty Dollars (\$19,880.00)** provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. As of the effective date of this amendment, Exhibit A-3 and all previous versions of Exhibit A are hereby replaced with “Exhibit A-4,” attached hereto and incorporated by this reference herein. All references in the Agreement to Exhibit “A-3” shall refer to “Exhibit A-4” which is revised by virtue of this Amendment No. 6 and commencing as of January 1, 2022 through June 30, 2022 and each automatic renewal thereof.
3. As of the effective date of this amendment, Exhibit B-3 and all previous versions of Exhibit B are hereby replaced with “Exhibit B-4,” attached hereto and incorporated by this reference herein. All references in the Agreement to Exhibit “B-3” shall refer to “Exhibit B-4” which is revised by virtue of this Amendment No. 6 and commencing as of January 1, 2022 through June 30, 2022 and each automatic renewal thereof.
4. Except as provided in this Amendment No. 6 to the Agreement, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

**(SIGNATURE PAGE TO FOLLOW)**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 6 of Napa County Agreement No. 170336B as of the date written above.

By Richard Geisler, Ph.D.  
RICHARD GEISLER, PH.D.

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
RYAN GREGORY  
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: Rachel L. Ross (e-signature)</p> <p>Date: May 4, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A-4**  
**SCOPE OF WORK**  
**Richard Geisler, PH.D.**  
**Conservatorship Investigation**  
**January 1, 2022 through June 30, 2022**  
**(and each subsequent year thereafter)**

CONTRACTOR shall provide conservatorship evaluation services, as requested, for clients referred by COUNTY's Health and Human Services Agency (HHSA). A unit of service is hereby defined as one hour of CONTRACTOR's time spent on the service activities described herein.

Upon acceptance of COUNTY referrals for conservatorship evaluations, CONTRACTOR shall perform the following service activities:

- 1) A one-hour interview and subsequent evaluation of clients to referred by COUNTY in order to determine whether or not client meets the criteria "gravely disabled due to a mental illness".
- 2) Meet with client for the purpose of preparation for appearance by CONTRACTOR at a court hearing regarding the proposed conservatorship (or continuance thereof) of the client.
- 3) Review of the mental health records and history of the client, including consultation with involved County staff and other professionals as needed.
- 4) As required or appropriate, consultation with legal staff of the Napa County Counsel regarding the client and case referred.
- 5) Provide testimony conservatorship hearings on matters within the expertise of CONTRACTOR using information from client interviews and in-depth case studies of clients. CONTRACTOR is deemed "expert" by the court.
- 6) As required, complete declarations used by County Counsel in Lanterman Petris Short (LPS) Conservatorships.

**CONTRACTOR Qualifications**

CONTRACTOR must meet the qualifications for evaluating potential LPS conservatees for grave disability due to a mental disorder etc. as defined in the California Welfare and Institutions Code sections 5350 – 5371, and any other controlling laws or regulations.

**Contract Monitoring**

The COUNTY'S Contract Monitor for this agreement shall be Mental Health Assistant Deputy Director of Adult Services, who can be reached as follows:

Phone#: (707) 299-2149  
Pager #: (707) 288-7773  
FAX #: (707) 253-4815

The Contract Monitor will be responsible for monitoring the CONTRACTOR'S performance via consultation with CONTRACTOR and other involved parties, and by review of documentation as appropriate.

**EXHIBIT B-4**  
**COMPENSATION AND EXPENSE REIMBURSEMENT**

**Richard Geisler**  
**Conservatorship Investigation**  
**January 1, 2022 through June 30, 2022**  
**(and each subsequent year thereafter)**

CONTRACTOR shall be reimbursed at a rate of \$185.00 per hour for services actually provided, in the following categories as described in Exhibit A:

CONSULTATION  
DIRECT INTERVIEW  
MEDICAL AND PSYCHIATRIC RECORD REVIEW  
REPORT PREPARATION  
COURT APPEARANCE

In addition, COUNTY will reimburse CONTRACTOR at Federal IRS Rate per mile for all miles driven in providing services pursuant to this agreement. Travel shall not be claimed or reimbursed at the hourly service rate.

**INVOICING INSTRUCTIONS:**

CONTRACTOR shall report hours spent on each service category for each individual case on the Conservatorship Investigation Services form provided by the COUNTY (Exhibit C).

CONTRACTOR shall submit a monthly invoice to the Adult Mental Health Supervisors and/or Older Adult Mental Health Supervisor by the 15<sup>th</sup> of the month that summarizes all cases completed in the preceding month. COUNTY shall pay CONTRACTOR at the rates set forth in this Exhibit.

**CONTRACTOR shall submit claims for payment within 60 days of providing the service(s) identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than 60 days after the provision of such service(s).**

Conservatorship Investigation Services forms shall be attached to the invoice for each of the individual cases completed and billed during the month.

**LIMITATIONS AFFECTING PAYMENT:**

The maximum number of hours allowed for any one case being investigated, as described in this agreement, shall be limited to:

**Initial Investigation for Temporary Conservatorship:    Up to 7 Hours**  
**Full Investigation for Permanent Conservatorship:       Up to 32 Hours**

CONTRACTOR must request and receive prior written authorization for the COUNTY'S Adult Mental Health Supervisors and/or Older Adult Mental Health Supervisor for additional hours on an individual case. Any hours of service in a single case exceeding these limits without prior authorization will not be reimbursed.