

**NAPA COUNTY AGREEMENT NO 160106B
AMENDMENT NO. 4**

THIS AMENDMENT NO. 4 TO NAPA COUNTY AGREEMENT NO 160106B is made and entered into as of this 7th day of December, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and JACK LATOW, PHD, doing business as VALLEY CLINICAL & CONSULTING SERVICES, whose business address is 413 Lincoln Avenue, Woodland, CA 95695, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, on May 1, 2016, COUNTY engaged CONTRACTOR in Agreement No. 160106B to provide pre-employment psychological evaluations on prospective employees of the Napa County Department of Corrections; and

WHEREAS, COUNTY and CONTRACTOR approved Amendment No.1 on May 11, 2017 to extend the Term of the Agreement and increase maximum Compensation and;

WHEREAS, COUNTY and CONTRACTOR approved Amendment No. 2 on March 1, 2018, to again extend the Term of the Agreement and increase maximum Compensation; and

WHEREAS, COUNTY and CONTRACTOR approved Amendment No. 3 on November 23, 2019, to increase maximum Compensation; and

WHEREAS, COUNTY and CONTRACTOR now desire to enter into this Amendment No. 4 to amend the Agreement to modify the compensation;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend Agreement No. 160106B as follows:

1. Paragraph 3 of the Agreement is amended to read in full as follows:
 - (a) Rates. In consideration of CONTRACTOR’S fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rate of FIVE HUNDRED AND FIFTY DOLLARS (\$550) per each pre-employment evaluation performed through June 30, 2022 and SIX HUNDRED DOLLARS (\$600) for each pre-employment evaluation performed thereafter through contract termination as set forth in Exhibit “B”, attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWENTY THOUSAND DOLLARS (\$20,000) for professional services per fiscal year; provided, however,

that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Amendment was executed by the parties hereto as of the date first above written.

VALLEY CLINICAL & CONSULTING SERVICES

By _____
JACK LATOW, Owner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Douglas Parker (via e-sign)</u> County Counsel Date: <u>November 19, 2021</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “B”

COMPENSATION

The following rates shall apply for the term of this Agreement:

- Pre-employment evaluation \$550 per evaluation through June 30, 2022.
- Pre-employment evaluation increase to \$600 per evaluation starting July 1, 2022 through contract termination date of June 30, 2024.