

**NAPA COUNTY AGREEMENT NO. 200129B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 200129B is effective as of this 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **REDWOOD PSYCHOLOGY CENTER, INC., DBA RUSSIAN RIVER COUNSELORS**, whose mailing address is PO Box 519, Monte Rio, CA 95462, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or around September 24, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200129B (hereinafter referred to as "Agreement") for CONTRACTOR to provide bilingual (English and Spanish) licensed psychologists to conduct court-ordered psychological examinations of clients referred by the COUNTY'S Child Welfare Services (CWS) division; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to modify Specific Term and Condition 3.4 to extend the term of the Agreement; and replace Exhibit B with Exhibit B-1 (Compensation) to revise the payment structure for CONTRACTOR and increase the maximum amount CONTRACTOR will be paid per hour of service.

TERMS

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


1. Section 3.4 of the Specific Terms and Conditions is amended to read in full: General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows: "The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, for a maximum of three additional fiscal years (the final renewal period concludes on **June 30, 2027**, under the same terms and conditions, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention)."

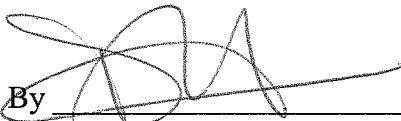
2. Exhibit "B" is hereby replaced in its entirety with "Exhibit B-1" attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" from the effective date of this Amendment No. 1.
3. Except as provided above, the terms and conditions 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. 1 to Napa County Agreement No. 200129B as of the date first written above.

REDWOOD PSYCHOLOGY CENTER, INC.,
DBA RUSSIAN RIVER COUNSELORS

By 
ANTONIO MADRID
President

By 
DENISE HORNER
Director and Treasurer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i></p> <p>Date: 3/13/24</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 B-1
COMPENSATION
June 30, 2024 through June 30, 2025
(and each subsequent automatic renewal, terminating no later than June 30, 2027)

CONTRACTOR shall enter time expended for the services described herein on COUNTY's claim forms as follows:

Psychological Evaluation, Court Preparation, Testimony, Consultation with COUNTY staff, and Orientation to the Assessment.

CONTRACTOR shall be compensated the following amounts for each service provided during the term of this Agreement, up to a maximum of \$15,000 per fiscal year.

SERVICES	COST
Psychological/Neuropsychological Testing: Includes administering, scoring, interpreting, interviewing and report writing.	\$180 for each hour of time
Other Professional Services: Other services include consultation, telephone conversations lasting longer than 15 minutes, consulting with other professionals, record review, preparation of records or diagnostic summaries, and the time spent performing any other services requested.	\$70 per hour, prorated in 15-minute increments
Court Preparation & Testimony: Preparation, testimony, and deposition.	\$180 for each hour of time
Differential Pay: Bilingual services (to be added to original service).	\$15 per hour

The rate above is inclusive of all costs. CONTRACTOR shall not be reimbursed for any costs related to travel or printing.

COUNTY shall not compensate CONTRACTOR for any services for which the client fails to appear or for which the client cancels their agreed upon appointment.

CONTRACTOR shall not seek co-payment for services from any source in conjunction with the services that have been authorized by the COUNTY for a particular client.

CONTRACTOR shall submit claims for payment **within 45 days** of the end of the month that the service(s) were provided identified in the claim. CONTRACTOR understands and accepts that COUNTY shall not pay such claims if presented more than 45 days after the provision of such service(s).