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FIRST AMENDMENT TO AGREEMENT 20-022

THIS FIRST AMENDMENT TO AGREEMENT 20-022 (hereinafter "Amendment") is made and entered into this 7th day of July, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each Vendor listed in Exhibit A "Contractors List", attached hereto and by this reference incorporated herein, collectively herein referred to as "CONTRACTOR(S)". Reference in this agreement to "party" or "parties" shall be understood to refer to the COUNTY and each CONTRACTOR(S), unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR(S) entered into Agreement Number 20-022, effective January 7, 2020 (hereinafter "Agreement"), pursuant to which CONTRACTOR(S) agreed to provide professional services for psychological suitability screening and evaluation services ("Services") to COUNTY; and

WHEREAS, the Agreement requires that the candidate/employee interview portion of the Services be conducted by means of an in-person meeting between the applicant and the applicable CONTRACTOR;

WHEREAS, COUNTY and CONTRACTOR(S) now desire to amend the Agreement in order to authorize CONTRACTOR(S) to provide the candidate/employee interview portion of the Services either as an in-person meeting or by means of a videoconference, at the discretion of the CONTRACTOR(S), provided that the CONTRACTOR(S) conduct videoconference interviews in strict accordance with all applicable laws and regulations governing both the administration and confidentiality of such services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR(S) agree as follows:

1. Subdivision E. of Section One (1) of the Agreement (OBLIGATIONS OF THE CONTRACTOR), located on Page Two (2), Lines Twenty-One (21) through Twenty-Three (23), is deleted in its entirety and replaced with the following:

"CONTRACTOR(S) shall conduct psychological screenings at their discretion either (1) at their places of business by means of in-person meetings with the candidates/employees, or (2) by means of

1 videoconference, provided that if the CONTRACTOR(S) choose to conduct psychological screenings
2 by means of videoconference, they shall do so in strict accordance with all applicable laws and
3 regulations governing both the administration and confidentiality of such services.

4 Notwithstanding the foregoing, CONTRACTOR(S) agree(s) to conduct psychological
5 screenings by means of in-person meetings at locations other than CONTRACTOR(S)'s office, if
6 requested by the COUNTY."

7 2. COUNTY and CONTRACTOR(S) agree that this Amendment is sufficient to amend the
8 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
9 shall be considered the Agreement.

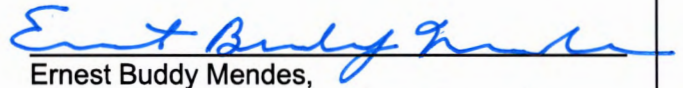
10 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
11 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
12 in full force and effect.

13 EXECUTED AND EFFECTIVE as of the date first above set forth.

14 **CONTRACTORS**

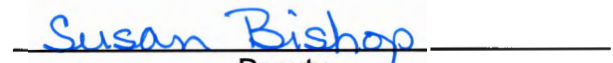
COUNTY OF FRESNO

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17 SEE ATTACHED SIGNATURE PAGES


Ernest Buddy Mendes,
Chairman of the Board of Supervisors of
the County of Fresno

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20 ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

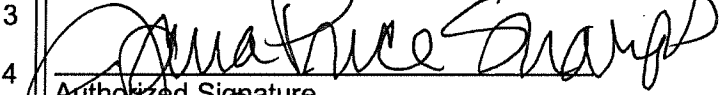
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23 By:


Deputy

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26 FOR ACCOUNTING USE ONLY:
27 Fund/Subclass: 0001/10000
28 ORG No.: 10100400
Account No.: 7295

1 **CONTRACTOR:**

2 **CALIFORNIA FORENSIC INSTITUTE**

3 

4 Authorized Signature

5 James Rice Sharps, EdD CEO

6 Print Name & Title

7 5730 N. First St Ste 105-503

8 Fremont, CA 93710

9 Mailing Address

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1 **CONTRACTOR:**

2 **ERENE SOLIMAN, PSY.D.**

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4 Authorized Signature

5 Erene Soliman, Psychologist/Owner

6 Print Name & Title

7 5151 N. Palm Ste 500


8 Fresno CA 93704

9 Mailing Address

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1 CONTRACTOR:

2 KENT M. KAWAGOE, PH.D.

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4 Authorized Signature

5 Kent M. Kawagoe, PhD Psychologist

6 Print Name & Title

7 5740 N. Palm Ave, Suite 105

8 Fresno, CA 93704

9 Mailing Address

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