

AMENDMENT ONE TO AGREEMENT 14-654

THIS FIRST AMENDMENT TO AGREEMENT 14-654 is made and entered into this 4th day of December, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Gregory N. Cherney, PhD, a sole proprietorship, whose address is 5151 N. Palm Ave., Suite 105, Fresno, CA 93704 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 14-654, effective January 1, 2015 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide professional services for psychological suitability screening and evaluation services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to authorize CONTRACTOR to provide third opinion evaluations for pre-employment psychological evaluation appeals, in addition to the services already provided by CONTRACTOR under the Agreement; and

WHEREAS, COUNTY and CONTRACTOR also desire to amend the Agreement to extend the term of the Agreement to December 31, 2019.

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

1. In addition to the services to be provided by CONTRACTOR as specified in the Agreement, upon request by Fresno County's Human Resources Department, the CONTRACTOR shall review and provide a report of a County candidate's suitability for employment based on the review of pre-employment psychological suitability screening reports from the County's contracted psychologist and/or the applicant's appeal psychologist (hereinafter referred to as "Third Opinion Evaluations for Pre-Employment Psychological Evaluation Appeals"). COUNTY shall compensate CONTRACTOR for such additional services as provided in Exhibit A-1, attached hereto and incorporated herein by this reference. Suitability recommendations for peace officer/public safety candidates must clearly determine whether the candidate is psychologically suitable relative to applicable Government Code, Penal Code, Peace Officer Standards and Training (POST) standards and the duties and essential functions (as detailed in the applicable County job description and

essential functions inventory form). All other provisions of the Agreement shall be applicable to the provision of Third Opinion Evaluations for Pre-Employment Psychological Evaluation Appeals.

2. That all references to "Exhibit A" in the Agreement shall be changed to read "Exhibit A-1".

3. That Section Three (3) of the Agreement (TERM), beginning on Page Four (4), Line Eighteen (18) and ending on Line Twenty (20), shall be deleted in its entirety and the following inserted in its place:

"This Agreement shall become effective on the 1st day of January, 2015 and shall terminate on the 31st day of December, 2019."

COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together shall be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect. This Amendment One shall become effective October 29, 2018.

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

CONTRACTOR

(Authorized Signature)

Print Name & Title

Mailing Address

COUNTY OF FRESNO

Sai Quintero
Sai Quintero, Chairperson of the Board
of Supervisors of the County of Fresno

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Russell Cuyler Deputy