

SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND J. REID MCKELLAR, PH. D

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and J. Reid McKellar, Ph.D. A Psychology Corporation ("Contractor"), a California Corporation.

RECITALS

WHEREAS, County and Contactor have previously entered into an agreement on and effective April 1, 2015 for the provision of Individual Psychological Evaluations, Adoption Psychological Evaluations, Psychotherapy, Parent/Children Bonding Assessments and Sibling Assessments; and

WHEREAS, County and Contractor amended the original agreement on and effective June 1, 2016 to increase maximum compensation from \$40,000 to \$50,000 during the entire term of the agreement and to change the Contractor's address in Section 21, Notices; and

WHEREAS, County and Contractor desire to amend this agreement to increase maximum compensation from \$50,000 to \$65,000 during the entire term of the agreement.

NOW, THEREFORE, the agreement is amended as follows:

- I. Section 4, COMPENSATION, is amended as of the Effective Date of this Second Amendment, in its entirety, to read as follows:
 - A. Contactor shall be paid after satisfactorily completing Contractor's responsibilities as prescribed in Section 2.A. of this agreement at the rate of \$125 per hour, prorated in quarter hour increments for time spent performing Individual Psychological Evaluations, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessment.
 - B. Contractor shall be paid at the rate of \$80 per Psychotherapy session and \$80 per hour to attend County requested meetings or trainings as referenced in Section 2 A. Subsection 8 and 9.
 - C. Contractor shall be paid at the rate of \$150 per hour, prorated in quarter hour increments, for Court testimony (including time spent waiting to testify beginning at the time the Contractor was scheduled to appear at court).
 - D. In no case whatsoever shall the maximum amount payable under this agreement exceed \$65,000.
 - E. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

II. REAFFIRMATION

In all other respects, the agreement, as amended, remains in full force and effect.

III. ENTIRE AGREEMENT

The agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

IV. EFFECTIVE DATE

Unless otherwise provided, this Second Amendment shall be deemed effective as of the last date it is signed by both Parties.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

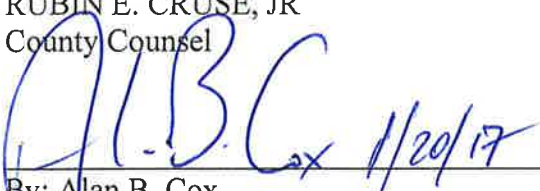
ATTEST

LAWRENCE G. LEES
Clerk of the Board of Supervisors

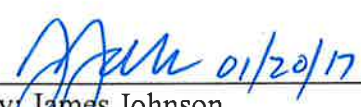
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel


By: Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL


By: James Johnson
Risk Management Analyst

Date: 1/24/17

CONTRACTOR


J. Reid McKellar, Ph.D

Tax I.D#: _____ On File