

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CALIFORNIA FORENSIC MEDICAL GROUP**

This, the First Amendment to the Professional Services Agreement dated October 4, 2016 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and California Medical Forensic Medical Group, a corporation, hereinafter referred to as "CONTRACTOR," is entered into this 13th day of December, 2016.

WHEREAS, COUNTY, by and through its Sheriff's Office, Probation Department, Department of Health and Human Services – Public Health, and County Administrative Office, desired to retain the services of CONTRACTOR to provide professional, medical, dental, and similar health care services and related administrative services for COUNTY's correctional and detention facilities;

WHEREAS, COUNTY previously entered into an agreement with CONTRACTOR to provide said services on October 4, 2016; and

WHEREAS, the parties now desire to amend certain provisions of their October 4, 2016 Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4.A.2 of the Agreement dated October 4, 2016 is hereby amended to read as follows:

Beginning February 1, 2017, in anticipation of CONTRACTOR expanding nursing staff to add a Receiving Nurse on a twenty-four hour, seven-day per week basis to perform the terms and conditions of this Agreement, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and costs and expenses incurred, will be increased to Three Million, Five Hundred Sixty Thousand, Nine Hundred Fifty-Two Dollars (\$3,560,952) or Two Hundred Ninety-Six Thousand, Seven Hundred Forty-Six Dollars (\$296,746) per month. The annual maximum Base Amount will not be increased unless and until CONTRACTOR has satisfactorily added the personnel described above. In the event CONTRACTOR is able to provide the additional personnel prior to February 1, 2017, the monthly Base Amount set forth in Section 4.A.1 will increase by One Thousand, Seven Hundred Eighty-Nine Dollars (\$1,789) per day.

2. Exhibit B of the Agreement dated October 4, 2016 is hereby amended to read as follows:

For the contractual term period of October 1, 2016 to September 30, 2017, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR,

and costs and expenses incurred, is Two Million, Nine Hundred Eight Thousand, Eighty Dollars (2,908,080), or Two Hundred Forty-Two Thousand Three, Hundred Forty Dollars (\$242,340) per month.

Beginning February 1, 2017, in anticipation of CONTRACTOR expanding nursing staff to add a Receiving Nurse on a twenty-four hour, seven-day per week basis, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and costs and expenses incurred, will increase to Three Million, Five Hundred Sixty Thousand, Nine Hundred Fifty-Two Dollars (\$3,560,952), or Two Hundred Ninety-Six Thousand, Seven Hundred Forty-Six Dollars (\$296,746) per month. The annual maximum Base Amount will not be increased unless and until CONTRACTOR has satisfactorily added the personnel described above.

In the event CONTRACTOR is able to provide the additional personnel prior to February 1, 2017, the monthly Base Amount of Two Hundred Forty-Two Thousand, Three Hundred Forty Dollars (\$242,340) will increase by One Thousand, Seven Hundred Eighty-Nine Dollars (\$1,789) per day. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such annual maximum dollar base amount.

In addition to the Base Amount, a Per Diem charge of \$5.11 per inmate per day will be imposed when the combined average daily inmate population (ADIP) at HCCF exceeds 444 inmates. Per Diem payments, if any, will be billed separately by CONTRACTOR on a quarterly basis as of March 31st, June 30th, September 30th and December 31st determined by the three (3) previous month's average ADIP.

The Base Amount will be adjusted annually on the anniversary of the initial contract term by an annual price adjustment based upon the percentage change in the annual Consumer Price Index (CPI), for All Urban Consumers, Western Urban Region, Medical Care, as determined on the last day of February. This Agreement shall be promptly amended to reflect any such price adjustment.

3. Except as modified herein, the Agreement entered into October 4, 2016 shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year above written.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

CALIFORNIA FORENSIC MEDICAL GROUP

By:  MD Date: 12-8-16

Name: RAYMOND K. HERR MD

Title: CMO

By:  Date: 12/8/16

Name: Kathleen Shea

Title: CFO

COUNTY OF HUMBOLDT

By:  Date: 12/13/16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management