

**FOURTH AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CALIFORNIA FORENSIC MEDICAL GROUP
FOR FISCAL YEARS 2016-2017 THROUGH 2021-2022**

This Fourth Amendment to the Professional Services Agreement dated October 4, 2016, as amended on December 13th, 2016, and further amended February 28th, 2020 and August 21st, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and California Forensic Medical Group, a California corporation, hereinafter referred to as “CONTRACTOR,” is entered into this ____ day of _____, 2021.

WHEREAS, COUNTY, by and through its Department of Health and Human Services Department – Public Health (“DHHS – Public Health”), 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; and

WHEREAS, on October 4, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement (“Agreement”) to provide said services, and

WHEREAS, on December 13, 2016, COUNTY and CONTRACTOR agreed to amend the Agreement to increase the maximum payable amount thereunder; and

WHEREAS, on February 28, 2020, COUNTY and CONTRACTOR agreed to amend the Agreement to address annual increases to annual and monthly maximum Base Amounts due to Consumer Price Index (CPI) adjustments as noted in Exhibit B – Schedule of Rates of the original Agreement; and

WHEREAS, on August 21, 2020 COUNTY and CONTRACTOR agreed to amend the Agreement to include activities surrounding a Medicated Assisted Treatment (MAT) grant CONTRACTOR and DHHS – Behavioral Health were awarded; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to extend the term of the Agreement by six (6) months and payment provisions; and

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 of the Agreement is hereby amended to read as follows:
 2. TERM:

The term of this Agreement shall begin on October 1, 2016 and shall remain in full force and effect through March 31, 2022, unless sooner terminated or modified as provided herein.
2. Section 4 of the Agreement is hereby amended to read as follows:
 4. COMPENSATION:
 - A. Maximum Amount Payable.
 1. For the contractual period of October 1, 2016 through February 1, 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.

2. 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 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 set forth in Section 4.A.1 will increase by One Thousand, Seven Hundred Eighty-Nine Dollars (\$1,789) per day.
 3. For the contractual period of October 1, 2017 through September 30, 2018, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expense incurred, is Three Million, Six Hundred Seventy-Nine Thousand, One Hundred Seventy-Six Dollars (\$3,679,176) or Three Hundred Six Thousand, Five Hundred Ninety-Eight Dollars (\$306,598) per month.
 4. For the contractual period of October 1, 2018 through September 30, 2019, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expense incurred, is Three Million, Seven Hundred Eighty-Nine Thousand, Nine Hundred Nineteen Dollars (\$3,789,919) or Three Hundred Fifteen Thousand, Eight Hundred Twenty-Seven Dollars (\$315,827) per month.
 5. For the contractual period of October 1, 2019 through September 30, 2020, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expenses incurred, is Three Million, Nine Hundred Three Thousand, Six Hundred Seventeen Dollars (\$3,903,617), or Three Hundred Twenty-Five Thousand, Three Hundred Two Dollars (\$325,302) per month.
 6. For the contractual period of October 1, 2020 through June 30, 2021, the maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expenses incurred, is Three Million, One Hundred Twelve Thousand, One Hundred Sixty-Four Dollars (\$3,112,164), or Three Hundred Forty-Five Thousand, Seven Hundred Ninety-Six Dollars (\$345,796) per month.
 7. For the contractual period of July 1, 2021 through March 31, 2022, the maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expenses incurred, is Three Million, One Hundred Twelve Thousand, One Hundred Sixty-Four Dollars (\$3,112,164), or Three Hundred Forty-Five Thousand, Seven Hundred Ninety-Six Dollars (\$345,796) per month.
 8. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such annual maximum dollar amount. The rates and costs shall be as set forth in Exhibit B – Schedule of Rates.
- B. Additional Services. Any additional services not otherwise provided for herein, shall not be provided or compensated without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the

responsibility of the CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

3. Section 5 of the Agreement is hereby amended to read as follows:

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices indicating the annual base amount. Any charges exceeding the annual base amount as allowed pursuant to the terms and conditions of this Agreement must be itemized, demonstrating all services rendered, costs and expenses incurred. Invoices shall be in a format approved by, and shall include backup documentation as specified by, SHERIFF and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Health and Human Services – Public Health
Attention: Fiscal Division
507 F Street
Eureka, CA 95501

4. The Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”) and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this Fourth Amendment.
5. Except as modified herein, the Agreement executed on October 4, 2016, December 13, 2016, and further amended February 28, 2020 and August 21, 2020 shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

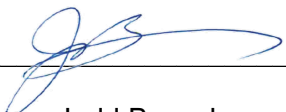
CALIFORNIA FORENSIC MEDICAL GROUP:

By: 

Date: 8-24-2021

Name: Raymond Herr, MD

Title: President

By: 

Date: 8-24-2021

Name: Judd Bazzel

Title: Treasurer

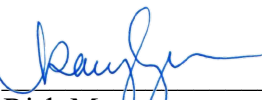
COUNTY OF HUMBOLDT:

By: _____

Date: _____

DHHS – Public Health Director
*(Pursuant to the authority delegated by
the Humboldt County Board of Supervisors on
October 4, 2016 [Item D-11])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 09/10/2021

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B

SCHEDULE OF RATES

A. Base Amounts.

1. For the contractual period of October 1, 2016 through February 1, 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.
2. 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 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 set forth in Section 4.A.1 will increase by One Thousand, Seven Hundred Eighty-Nine Dollars (\$1,789) per day.
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7. For the contractual period of July 1, 2021 through March 31, 2022, the maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expenses incurred, is Three Million, One Hundred Twelve Thousand, One Hundred Sixty-Four Dollars (\$3,112,164), or Three Hundred Forty-Five Thousand, Seven Hundred Ninety-Six Dollars (\$345,796) per month.
8. The Base Amount will be adjusted annually on the anniversary of the initial contract term by an annual price adjustment based on 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 of the current year.

B. Per Diems.

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 months' average ADIP.

C. Reimbursement for Medication Assisted Treatment Grant through Health Management Associates, Inc.

For the period of January 1, 2020 through September 30, 2020, COUNTY shall, through DHHS – Behavioral Health, reimburse CONTRACTOR for services rendered and invoiced for, related to the Medication Assisted Therapy (MAT) grant, funded by Health Management Associates, Inc. Reimbursement shall be at the rate of forty seven (\$47.00) per hour of Registered Nurse time. The maximum hours reimbursable is not to exceed one hundred twenty (120) hours per month for nine (9) months total, or one thousand eighty hours (1,080). The maximum payable amount related to the MAT grant shall not exceed Fifty Thousand Seven Hundred Sixty Dollars (\$50,760.00). No other expenses incurred related to this grant shall be reimbursable without joint communication and approval, in writing, by COUNTY and CONTRACTOR to Health Management Associates, Inc.

D. Pass-Through Costs During Extension Period.

For the period of September 30, 2021 through the end of the Term, COUNTY shall be responsible for payment of all costs related to ambulance services, in-patient services, and all other off-site costs.