

**SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CALIFORNIA FORENSIC MEDICAL GROUP
FOR OCTOBER 1, 2016 TO SEPTEMBER 30, 2021**

This Second Amendment to the Professional Services Agreement dated October 4, 2016, as amended on December 13, 2016, 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 _____, 2020.

WHEREAS, COUNTY, by and through its through its Sheriff's Office, Probation Department and Department of Health and Human Services – 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;

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, the parties now desire to amend certain provisions of 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;

WHEREAS, the parties wish to memorialize the current agreement between the parties for the services provided by CONTRACTOR and the payments made to CONTRACTOR prior to the execution of this Second Amendment; and

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4.A of the Agreement is hereby amended to read as follows:

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. Annual price adjustments will be made to the annual maximum Base Amount, the maximum monthly Base Amount as defined in Exhibit B – Schedule of Rates payable by COUNTY on the anniversary date of the initial contract term 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 of the current year.
 7. 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.
2. Exhibit B – Schedule of Rates (“Exhibit B”) of the Agreement is hereby amended to read as follows:
- 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.

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, 2018, 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. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such annual maximum dollar base amount.
6. 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.

3. Section 7 - Reports of the Agreement is hereby amended to read as follows:

7. REPORTS:

COUNTY shall provide to CONTRACTOR data report templates that comply with the Americans with Disabilities Act of 1990 and any other applicable accessibility laws, standards, regulations, policies and procedures. CONTRACTOR shall submit its reports in compliance with the COUNTY's data report template both via e-mail and a hard copy to COUNTY. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

4. The Agreement is hereby amended to add the following provision regarding Counterpart Execution:

39. COUNTERPART EXECUTION:

This Agreement and any amendments hereto may be executed in one or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement and any amendments hereto transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto for all purposes.

5. Except as modified herein, the Agreement executed on October 4, 2016, as amended on December 13, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Agreement or any prior amendments thereto, the provisions of this Second Agreement shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Second 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, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CALIFORNIA FORENSIC MEDICAL GROUP:

By: Cindy Watson

Date: 1/17/20

Name: Cindy Watson

Title: President - local Govt.

By: Raymond K Herr, MD

Date: 1-22-20

Name: Raymond K Herr, MD

Title: President - CFMG

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Michele Stephens,
DHHS – Public Health Director
*(Pursuant to the authority delegated by
the Humboldt County Board of Supervisors on
_____, 2020 [Item C-____])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
Risk Management

Date: 2/4/2020