

**AMENDMENT #4 TO AGREEMENT A-13814 BETWEEN THE
COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

THIS AMENDMENT ("Amendment 4") is made to the PROFESSIONAL SERVICES AGREEMENT for medical and mental health care at its Monterey County Jail Adult Detention facilities by and between **CALIFORNIA FORENSIC MEDICAL GROUP, INC.**, hereinafter "Contractor," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the County and Contractor originally entered into this Agreement on January 16, 2018 by board action A-13814 & Resolution# 17-526 and a term date ending on December 31, 2021; and

WHEREAS, the County and Contractor amended the AGREEMENT with Amendment #1, by adding \$2,177,286 for the Jail Based Competency Treatment Program (JBCT); and

WHEREAS, the County and Contractor amended the Agreement with Amendment #2, by extending the agreement by one (1) year and six (6) months and adding \$2,319,667 for JBCT; and

WHEREAS, the County and Contractor amended the Agreement with Amendment #3, by extending the agreement by two (2) years and six (6) months years with a new end date of December 31, 2025.

WHEREAS, the County and Contractor wish to further amend the AGREEMENT by adding \$3,429,323 for JBCT only.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 4.7** is amended as follows: Exhibits J-1 is hereby replaced with Exhibit J-1A and Exhibit J-2 is hereby replaced with Exhibit J-2A, attached hereto.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
3. A copy of the Amendment shall be attached to the original Agreement executed by the County on January 16, 2018.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

California Forensic Medical Group, Inc.

**AMENDMENT #4 TO AGREEMENT A-13814 BETWEEN THE
COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

MONTEREY COUNTY California Forensic Medical Group, Inc.

Contracts/Purchasing Officer

DocuSigned by:
Grady Judson Bazzel
By: 043849E7A628439...

Signature of Chair, President, or
Vice-President

Dated:

Grady Judson Bazzel, MD, President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 8/11/2023 | 9:11 AM PDT

Deputy Auditor/Controller

DocuSigned by:
Richard Medrano, MD
By: 0B069C2970904BB...

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated:

Richard Medrano, MD, Vice President &
Secretary
Printed Name and Title

Approved as to Liability Provisions:

Dated: 8/11/2023 | 9:10 AM PDT

Risk Management

Dated:

Approved as to Form:

County Counsel

Dated:

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

California Forensic Medical Group, Inc.

EXHIBIT J-1A

PAYMENT PROVISIONS

A.1 COMPENSATION/ PAYMENT

Effective July 1, 2023, Contractor shall be paid in full for 11 (allocated beds) beds at the per diem rate upon the first Patient Inmate admission, regardless of the number of male Patient Inmates admitted.

Effective July 1, 2023, Contractor shall be paid for up to two (2) additional beds (non-allocated beds) at the per diem rate for the actual number of days that each individual Patient Inmate is in the JBCT program.

Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the Monterey County Sheriff's Office and Contractor shall execute an amendment to this Agreement upon jointly developing a plan to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

Fiscal Year (FY)	Daily Rate	Contract Amount for 11 Allocated Beds	Daily Rate for 11 Beds	Rate/Bed/Date for additional filled Non-Allocated beds up to 2 beds	Additional 2 Non-Allocated Beds, if filled	Maximum Contract Amount
7/1/2023 - 6/30/2024	\$281.48	\$1,133,238.48	\$3,096.28	\$281.48	\$206,043.36	\$1,339,281.84
7/1/2024 - 6/30/2025	\$289.93	\$1,164,068.95	\$3,189.23	\$289.93	\$211,648.90	\$1,375,717.85
7/1/2025 - 12/31/2025	\$298.63	\$604,427.12	\$1,655.96	\$298.63	\$109,895.84	\$714,322.96
Total		\$2,901,734.55			\$527,588.10	\$3,429,322.65

No travel, meals, incidentals, tolls, parking or other expense shall be reimbursed for JBCT.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

A.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

California Forensic Medical Group, Inc.

Term: 01/01/2018 to 12/31/2025

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EXHIBIT J-1A

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable (JBCT)
1414 Natividad Road
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

Copy of invoice to be used is attached as Exhibit J-2A. Please modify accordingly, adding your name and logo.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

-- end of Exhibit J-1--

California Forensic Medical Group, Inc.

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EXHIBIT J-2A

[Insert Contractor's Department company logo/address]

INVOICE

Monterey County Sheriff's Office
 Attn: Accounting Office (JBCT)
 1414 Natividad Road
 Salinas, CA 93906

DATE	INVOICE #

PERIOD OF SERVICE
[insert date range of month being invoiced]

Fiscal Year 23-24 (current fiscal year)

11-Bed (Allocated)			
Per Diem Rate*		Days in Treatment	Total for [insert month being invoiced]
Bed rate	X	[Insert number of days in the month being invoiced]	= \$ _____

**FY 23-24 Per Diem Rate of \$281.48 Per Bed*
**FY 24-25 Per Diem Rate of \$289.93 Per Bed*
**FY 25-26 Per Diem Rate of \$298.63 Per Bed*

Fiscal Year 23-24 (current fiscal year)

2-Bed (Non-Allocated)			
Per Diem Rate*		Days in Treatment	Total for [insert month being invoiced]
Bed rate	X	[Insert number of days in the month the bed was actually filled]	= \$ _____

**FY 23-24 Per Diem Rate of \$281.48 Per Bed*
**FY 24-25 Per Diem Rate of \$289.93 Per Bed*
**FY 25-26 Per Diem Rate of \$298.63 Per Bed*

Invoice Total for [insert month being invoiced]:	\$ _____
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PLEASE MAKE REMITTANCE PAYABLE TO:
 [Insert Contractor's Department billing contact/address]

Prepared By: [Signature here] _____
 [Insert name/title here]

-- end of Exhibit J-2--

California Forensic Medical Group, Inc.

Term: 01/01/2018 to 12/31/2025