

## Amendment #4 to Agreement No. A-12200 with California Forensic Medical Group, Inc.

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### AMENDMENT #4 TO AGREEMENT No. A-12200 BY AND BETWEEN COUNTY OF MONTEREY & CALIFORNIA FORENSIC MEDICAL GROUP, INC.

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of services 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 entered into AGREEMENT No. A-12200 for the provision of medical services by Board action on March 29, 2012; and

**WHEREAS**, pursuant to that Board action, the Contracts/Purchasing Officer was authorized to sign up to two amendments to extend the AGREEMENT for one (1) year periods, provided that the amendment did not significantly change the scope of work or cause an increase in annual rates of more than fifteen percent (15%); and

**WHEREAS**, the County and CONTRACTOR subsequently amended the AGREEMENT on September 14<sup>th</sup> 2014 with Amendment #1 and on February 10<sup>th</sup> 2015 via Amendment # 2 and on June 26, 2015 with Amendment #3; and

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the AGREEMENT for an additional three (3) month period to allow for negotiation of recently finalized implementation plans.

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

1. Section 3.1, "TERM OF AGREEMENT" shall be amended by removing "*The term of this Agreement is from April 1, 2012 through June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement*" and replacing it with, "*The term of this Agreement is from April 1, 2012 through September 30, 2016, unless sooner terminated pursuant to the terms of this Agreement*".
2. Adult pricing contained in ATTACHMENT A to AGREEMENT and as amended by AMENDMENTS 1, 2 and 3 is amended to reflect the following:
  - (a) The monthly adjustment in July 2016 will be computed based upon adjusting the June 2016 monthly payment by the San Francisco-Oakland-San Jose-All Items CPI February to February plus 1.77%.

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3. 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.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on March 27, 2012.

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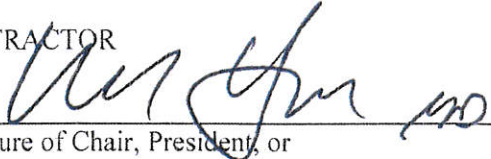
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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
Signature of Chair, President, or  
Vice-President

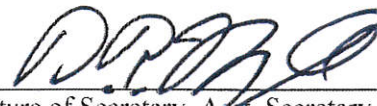
Dated: \_\_\_\_\_

RAYMOND HERR M.D.  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 6-14-16

\_\_\_\_\_  
Deputy Auditor/Controller

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


Dated: 6-22-16

DONALD MYLL, CFO  
Printed Name and Title

~~APPROVED AS TO INDEMNITY/~~  
~~RISK MANAGEMENT~~

~~APPROVED AS TO INDEMNITY/~~  
~~INSURANCE LANGUAGE~~  
Risk Management

Dated: 6/19/16

By:   
Date: 6-22-16

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: 6/20/16

\*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.

AGREEMENT       AMENDMENT       BOARD REPORT FOR PRE-APPROVAL

Vendor Name: CALIFORNIA FORENSIC MEDICAL GROUP, INC. Vendor CV-1460

Title/Brief Description of Document: Amendment #4 to A-12200- a three month only extension to allow for time to negotiate on effects of implementation plan and federal/state funding.

Originating Dept.: Sheriff/Probation Dept. Contact WITH Phone #: Nina Ryan ext 3708

This Agreement or Amendment requires Board Approval: Yes **06/28/** No

This Agreement requires an MYA: Yes  existing No

**AGREEMENT TYPE**

<input type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input checked="" type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/>	Insurance & Endorsement Current	<input checked="" type="checkbox"/>	VDR & Non-Resident State Forms Verified

**ROUTING AND APPROVALS\***

*Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.*

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)		Not an IT contract.	
2nd	County Counsel (required)	<i>[Signature]</i>		
3rd	Risk Management (non-standard insurance and/or indemnity provisions)	<i>[Signature]</i>		6-22-16
4th	Auditor-Controller (required)	<i>[Signature]</i>		6-22-16
5th	Contracts/Purchasing (required)	<i>[Signature]</i>	INTEROFFICE FOR ROUTING ONLY	6-22-16
	Return to Originating Department Instructions		DO NOT INTEROFFICE CALL NINA AT 3708	

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: \* ALREADY HAS ONE

*WALK thru - must be on Board by 6/17*