

1 F. The County and the Contractor now desire to amend the Agreement to extend the term
2 for an additional three (3) months, through September 30, 2023, with the option of an additional
3 three-month extension, in the event the negotiations take longer than expected, to continue the
4 provision of necessary medical and behavioral health care services to youth at the JJC while
5 negotiations for the new agreement are ongoing, and increase compensation accordingly.

6 The parties therefore agree as follows:

7 1. Section III of the Agreement, located on page fifteen, lines eight through twenty-four, is
8 deleted in its entirety, and replaced with the following:

9 "This Agreement shall become effective upon execution. The term of this
10 Agreement shall be for a period of five (5) years and three (3) months,
11 commencing on July 1, 2018 through and including September 30, 2023, unless
12 sooner terminated as provided herein. The parties' obligations stated herein
13 regarding the provision of medical services shall begin upon the commencement
14 of the term unless otherwise provided.

15 This Agreement may be extended for one (1) additional three (3) month period,
16 so that the Agreement would expire on December 31, 2023, upon the same
17 terms and conditions herein set forth, and subject to the following provisions
18 within this Section III. Such three (3) month extension period shall be contingent
19 upon the evaluation of the CONTRACTOR's performance of its services under
20 this Agreement during the then-current period of this Agreement, by Probation
21 Chief, COUNTY's DPH Director and DBH Director, or their respective designees.
22 If, upon each such evaluation, COUNTY's Probation Chief, DPH Director and
23 DBH Director, or their respective designees, determine that the then-current term
24 of this Agreement should be extended pursuant to this Section III, COUNTY's
25 Probation Chief, DPH Director and DBH Director, or their respective designees,
26 shall provide a written notice of such extension to CONTRACTOR thirty (30)
27 days prior to the expiration of the current term, to exercise the three (3) month
28 extension period. If either party determines not to extend this Agreement, and

1 does not provide the thirty-day notice of extension as provided in this Section III,
2 then this Agreement shall terminate.”

3 2. Sections V.A.4-5. of the Agreement located on page 18, line 16, through page 19, line 3,
4 are deleted in their entirety and replaced with the following, including the addition of new
5 Sections V.A.6-7:

6 “4. For the period of July 1, 2021 through June 30, 2022, the compensation
7 paid to CONTRACTOR for actual services provided to COUNTY, identified in
8 Exhibit A, shall not exceed Three Million, Five Hundred Eight Thousand, Seven
9 Hundred Twenty-Nine and No/100 Dollars (\$3,508,729), which is an increase of
10 three percent (3.0%) from the prior twelve (12) month period. COUNTY shall pay
11 CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of the
12 annual contract amount], not to exceed Two Hundred Ninety-Two Thousand,
13 Three Hundred Ninety-Four and No/100 Dollars (\$292,394).

14 5. For the period of July 1, 2022 through June 30, 2023, the compensation
15 paid to CONTRACTOR for actual services provided to COUNTY, identified in
16 Exhibit A, shall not exceed Three Million, Six Hundred Thirteen Thousand, Nine
17 Hundred Ninety-One and No/100 Dollars (\$3,613,991), which is an increase of
18 three percent (3.0%) from the prior twelve (12) month period. COUNTY shall pay
19 CONTRACTOR in twelve (12) monthly payments [at one-twelfth (1/12th) of the
20 annual contract amount], not to exceed Three Hundred One Thousand, One
21 Hundred Sixty-Six and No/100 Dollars (\$301,166).

22 6. For the period of July 1, 2023 through September 30, 2023, the
23 compensation paid to CONTRACTOR for actual services provided to COUNTY,
24 identified in Exhibit A, shall not exceed Nine Hundred Three Thousand, and Four
25 Hundred Ninety-Eight and No/100 Dollars (\$903,498). COUNTY shall pay
26 CONTRACTOR in three (3) monthly payments, not to exceed Three Hundred
27 One Thousand, One Hundred Sixty-Six and No/100 Dollars (\$301,166).
28

1 7. If performance standards are met and this Agreement is extended for an
2 additional three-month period pursuant to Section III, TERM herein, then for the
3 period of October 1, 2023 through December 31, 2023, the compensation paid to
4 Contractor for actual services provided to COUNTY, identified in Exhibit A, shall
5 not exceed Nine Hundred Three Thousand, and Four Hundred Ninety-Eight and
6 No/100 Dollars (\$903,498). COUNTY shall pay CONTRACTOR in three (3)
7 monthly payments, not to exceed Three Hundred One Thousand, One Hundred
8 Sixty-Six and No/100 Dollars (\$301,166).

9 3. Sections V.B.4-6. of the Agreement located on page 19, line 27, through page 20, line
10 23, are deleted in their entirety and replaced with the following, including the addition of a new
11 Section V.B. 7:

12 “4. For the period of July 1, 2021 through June 30, 2022, if the ADP exceeds
13 300 youth in any given calendar month, then the compensation payable to
14 Contractor by COUNTY shall be increased by a rate of \$3.76 per day for the
15 number of days in the identified calendar month for each youth over 300.
16 Conversely, if the ADP decreases below 175 youth in any given calendar month,
17 Contractor shall rebate County by a rate of \$3.76 per day for the number of days
18 in the identified calendar month for each youth less than 175.

19 5. For the period of July 1, 2022 through June 30, 2023, if the ADP exceeds
20 300 youth in any given calendar month, then the compensation payable to
21 Contractor by County shall be increased by a rate of \$3.76 per day for the
22 number of days in the identified calendar month for each youth over 300.
23 Conversely, if the ADP decreases below 175 youth in any given calendar month,
24 Contractor shall rebate County by a rate of \$3.76 per day for the number of days
25 in the identified calendar month for each youth less than 175.

26 6. For the period of July 1, 2023 through September 30, 2023, if the ADP
27 exceeds 300 youth in any given calendar month, then the compensation payable
28 to Contractor by County shall be increased by a rate of \$3.76 per day for the

1 number of days in the identified calendar month for each youth over 300.

2 Conversely, if the ADP decreases below 175 youth in any given calendar month,
3 Contractor shall rebate County by a rate of \$3.76 per day for the number of days
4 in the identified calendar month for each youth less than 175.

5 7. If performance standards are met, and this Agreement is extended for an
6 additional three-month period pursuant to Section III, TERM, herein, then for the
7 period of October 1, 2023 through December 31, 2023, if the ADP exceeds 300
8 youth in any given calendar month, then the compensation payable to Contractor
9 by County shall be increased by a rate of \$3.76 per day for the number of days in
10 the identified calendar month for each youth over 300. Conversely, if the ADP
11 decreases below 175 youth in any given calendar month, Contractor shall rebate
12 County by a rate of \$3.76 per day for the number of days in the identified
13 calendar month for each youth less than 175.

14 8. The rates listed above are intended to cover additional costs in those
15 instances where minor, short-term increases in the youth population result in the
16 higher utilization of routine supplies and services. However, the rates are not
17 intended to provide for any additional fixed costs (e.g., staffing positions or
18 ancillary services costs), which might prove necessary if the youth population
19 changes significantly and if the population change is sustained. Accordingly, if
20 the ADP exceeds 300 or falls below 175 for a period of ninety (90) consecutive
21 days or more, COUNTY and CONTRACTOR shall meet and negotiate in good
22 faith regarding the impact to staffing levels as a result of such population change
23 on this Agreement; in the event, the parties are unable to reach an agreement on
24 staffing level and/or compensation adjustments to accommodate any such
25 population change within a thirty (30) day period following notice by the party
26 requesting renegotiation, then either party may terminate the Agreement with
27 ninety (90) days advance written notice”
28

1 4. Section V.C. of the Agreement located on page 20, line 25, through page 21, line 13, is
2 deleted in its entirety, and replaced with the following:

3 “Maximum Compensation

4 In no event shall total compensation and any other payment for services
5 performed by CONTRACTOR under this Agreement exceed Seventeen Million,
6 Forty-Seven Thousand, Five Hundred Fifty-One Dollars (\$17,047,551), for the
7 initial five (5) year term of this Agreement.

8 In no event shall total compensation and any other payment for services
9 performed by CONTRACTOR under this Agreement exceed Seventeen Million,
10 Nine Hundred Fifty-One Thousand, Forty-Nine and No/100 Dollars (\$17,951,049)
11 for the entire five (5) year and three (3) month term of this Agreement. If this
12 Agreement is extended for an additional three (3) month term after the first five
13 (5) year and three (3) month term of this Agreement, pursuant to Section III,
14 TERM, herein, in no event shall total compensation and any other payment for
15 services performed by CONTRACTOR under this Agreement exceed Eighteen
16 Million, Eight Hundred Fifty-Four Thousand, Five Hundred Forty Seven and
17 No/100 Dollars (\$18,854,547) for the entire potential five (5) year and six (6)
18 month term of this Agreement.

19 It is understood that all expenses incidental to CONTRACTOR's
20 performance of actual services under this Agreement shall be borne by
21 CONTRACTOR.

22 COUNTY does not pay, and shall not be subject to, any late charges,
23 fees or penalties of any kind. Notwithstanding the foregoing, COUNTY agrees to
24 use best efforts to pay compensation under this Agreement in a timely manner.”

25 5. The Contractor’s address, located on page 1, line 6, page 48, lines 20-21, and Section
26 XXX of the Agreement, on page 46, lines 3-4, shall be amended to read as follows:

27 “3340 Perimeter Hill Dr., Nashville, TN 37211”
28

1 6. When both parties have signed this Amendment No. 1, the Agreement and this
2 Amendment No. 1 together constitute the Agreement.

3 7. The Contractor represents and warrants to the County that:

4 a. The Contractor is duly authorized and empowered to sign and perform its obligations
5 under this Amendment No. 1.

6 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
7 authorized to do so and his or her signature on this Amendment No. 1 legally binds
8 the Contractor to the terms of this Amendment No. 1.

9 8. The parties agree that this Amendment No. 1 may be executed by electronic signature
10 as provided in this section.

11 a. An “electronic signature” means any symbol or process intended by an individual
12 signing this Amendment to represent their signature, including but not limited to (1) a
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) version of an
15 original handwritten signature.

16 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed
17 equivalent to a valid original handwritten signature of the person signing this
18 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
19 any administrative or judicial proceeding, and (2) has the same force and effect as
20 the valid original handwritten signature of that person.

21 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
22 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
23 2, Title 2.5, beginning with section 1633.1).

24 d. Each party using a digital signature represents that it has undertaken and satisfied
25 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
26 through (5), and agrees that each other party may rely upon that representation.
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1 e. This Amendment No. 1 is not conditioned upon the parties conducting the
2 transactions under it by electronic means and either party may sign this Amendment
3 No. 1 with an original handwritten signature.

4 9. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
5 all of which together constitute this Amendment No. 1.

6 10. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
7 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
8 effect.

9 [SIGNATURE PAGE FOLLOWS]

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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 California Forensic Medical Group, Inc.

COUNTY OF FRESNO

4
5 DocuSigned by:



6 Judd Bazzel, MD President of CFMG


Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

7 DocuSigned by:



8 Richard Medrano, MD Vice President and
Secretary of CFMG

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 3340 Perimeter Hill Dr.
11 Nashville, TN 37211

By: 
Deputy

12 For accounting use only:

13 Org No.: 34409999
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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