

AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated December 12, 2023 and is between California Forensic Medical Group, Incorporated, a California for-profit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On April 3, 2018, the County and the Contractor entered into County agreement number A-18-170 (the "Agreement") for the provision of medical and behavioral health care services to youth detained in the County Probation Department ("Probation") Juvenile Justice Campus ("JJC") through June 30, 2023.

B. On November 8, 2022, the Board of Supervisors authorized staff to develop a new agreement with Contractor, to allow for continuity of operations and services to youth housed at the JJC, including the implementation of services to realigned youth housed at the JJC as a result of the closure of the Division of Juvenile Justice.

C. On June 20, 2023, the County and the Contractor entered into Amendment No. 1 to extend the Agreement term for an additional three (3) months, through September 30, 2023, with the option of an additional three-month extension through December 31, 2023, to continue the provision of necessary medical and behavioral health care services to youth at the JJC and increase compensation accordingly, while negotiations are ongoing for the new agreement.

D. Due to additional time needed to finalize negotiations for the new agreement, the parties need to further extend this Agreement. Nothing in this Amendment No. 2 prevents the County from terminating such negotiation and engaging in a competitive request for proposal process, in accordance with the County's purchasing procedures. In such an event, Contractor shall continue to provide these contracted services until a successor contractor has commenced providing these services, in accordance with Section IV(C) of the Agreement.

E. The County continues to have a need for a qualified correctional health care organization to provide medical and behavioral health care services to youth at the JJC. The Contractor represents that its personnel have the necessary training, experience, expertise,

competency, and skills, including the proper licensure, certification, education and work experience to continue to provide the needed medical and behavioral health care services to youth at the JJC.

F. The County and the Contractor now desire to amend the Agreement to extend the term for an additional six (6) months, through June 30, 2024, to continue the provision of necessary medical and behavioral health care services to youth at the JJC, and to increase compensation accordingly, while negotiations for the new agreement are ongoing.

The parties therefore agree as follows:

1. Section III of the Agreement located at on page 15, lines 8 through 24, is deleted in its entirety and replaced with the following:

“This Agreement shall become effective upon execution. The term of this Agreement shall be for a period of six (6) years, commencing on July 1, 2018 through and including June 30, 2024, unless sooner terminated as provided herein. The parties’ obligations stated herein regarding the provision of medical services shall begin upon the commencement of the term unless otherwise provided.”

2. Sections V.A. of the Agreement, as previously amended by Amendment No. 1, is further amended to include the addition of new Section V.A.8 as follows:

“8. For the period of January 1, 2024 through June 30, 2024, the compensation paid to Contractor for actual services provided to COUNTY, identified in Exhibit A, shall not exceed One Million Eight Hundred Six Thousand, and Nine Hundred Ninety-Six and No/100 Dollars (\$1,806,996). COUNTY shall pay CONTRACTOR in six (6) monthly payments, not to exceed Three Hundred One Thousand, One Hundred Sixty-Six and No/100 Dollars (\$301,166) per payment”.

3. Section V.B. of the Agreement, as previously amended by Amendment No. 1, is further amended to amend Section V.B.8 and add a new Section V.B.9 as follows:

1 “8. For the period of January 1, 2024 through June 30, 2024, if the ADP
2 exceeds 300 youth in any given calendar month, then the compensation payable
3 to Contractor by County shall be increased by a rate of \$3.76 per day for the
4 number of days in the identified calendar month for each youth over 300.

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

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

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

24 “Maximum Compensation

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

1 In the event this Agreement is extended for an additional three-month term, in no
2 event shall total compensation and any other payment for services performed by
3 CONTRACTOR under this Agreement exceed Seventeen Million, Nine Hundred
4 Fifty-One Thousand, Forty-Nine and No/100 Dollars (\$17,951,049) for the entire
5 five (5) year and three (3) month term of this Agreement.

6 In the event this Agreement is extended for a second additional three-month
7 term, in no event shall total compensation and any other payment for services
8 performed by CONTRACTOR under this Agreement exceed Eighteen Million
9 Eight Hundred Fifty-Four Thousand Five Hundred Forty-Seven and No/100
10 Dollars (\$18,854,547) for the entire five (5) year and six (6) month term of this
11 Agreement.

12 In no event shall total compensation and any other payment for services
13 performed by CONTRACTOR under this Agreement exceed Twenty Million Six
14 Hundred Sixty-One Thousand, Five Hundred Forty-Three and No/100 Dollars
15 (\$20,661,543) for the entire potential six (6) year term of this Agreement.

16 It is understood that all expenses incidental to CONTRACTOR's
17 performance of actual services under this Agreement shall be borne by
18 CONTRACTOR.

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

22 5. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
23 1 and this Amendment No. 2 together constitute the Agreement.

24 6. The Contractor represents and warrants to the County that:

25 a. The Contractor is duly authorized and empowered to sign and perform its obligations
26 under this Amendment No. 2.

1 b. The individual signing this Amendment No. 2 on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Amendment No. 2 legally binds
3 the Contractor to the terms of this Amendment No. 2.

4 7. The parties agree that this Amendment No. 2 may be executed by electronic signature
5 as provided in this section.

6 a. An “electronic signature” means any symbol or process intended by an individual
7 signing this Amendment No. 2 to represent their signature, including but not limited
8 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
9 (3) an electronically scanned and transmitted (for example by PDF document)
10 version of an original handwritten signature.

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

16 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
17 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
18 2, Title 2.5, beginning with section 1633.1).

19 d. Each party using a digital signature represents that it has undertaken and satisfied
20 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
21 through (5), and agrees that each other party may rely upon that representation.

22 e. This Amendment No. 2 is not conditioned upon the parties conducting the
23 transactions under it by electronic means and either party may sign this Amendment
24 No. 2 with an original handwritten signature.

25 8. This Amendment No. 2 may be signed in counterparts, each of which is an original, and
26 all of which together constitute this Amendment No. 2.

9. The Agreement, as previously amended, and as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement, as previously amended, and not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

3 California Forensic Medical Group,
4 Incorporated

COUNTY OF FRESNO

5 DocuSigned by:

Judd Bazzel

6 Juddson Bazzel, MD President of CFMG

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

7 DocuSigned by:

Richard Medrano, MD

8 Richard Medrano, MD Vice President and
9 Secretary of CFMG

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

10 3340 Perimeter Hill Dr.
11 Nashville, TN 37211

By: *Hanane*
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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