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AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT ("Amendment") is made and entered into this 28th day of April, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and California Forensic Medical Group, A California for profit corporation, whose address is 1283 Murfreesboro Road, Suite 500, Nashville, TN 37217, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, COUNTY and CONTRACTOR entered into County Agreement No. 18-169 on April 3, 2018, (the "Agreement") whereby CONTRACTOR agreed to provide medical and behavioral health care services within COUNTY Sheriff-Coroner-Public Administrator's Office Adult Detention Facilities identified as North Annex, Main and South Annex jails ("JAIL"); and

WHEREAS, the COVID-19 pandemic has impacted both the COUNTY and CONTRACTOR, as they face challenges in continuing to provide services in COUNTY's JAIL; and

WHEREAS, CONTRACTOR has indicated that during this pandemic there is the potential for significantly higher costs in many of their sites, due to increased staffing costs and potentially high rates of hospitalization of patients infected with the Coronavirus; and

WHEREAS, CONTRACTOR has indicated that it would be helpful for them to receive earlier payment of their May, June, July and August, 2020 invoices to maintain sound financial footing to be able to continue providing services under the Agreement; and

WHEREAS, CONTRACTOR has agreed to provide the COUNTY a 1% early payment discount; and

WHEREAS, the parties desire to amend the Agreement to provide for such early payment and 1% early payment discount regarding changes as stated below and restate the Agreement in its entirety.

1 NOW, THEREFORE, in consideration of their mutual promises, covenants and
2 conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree
3 as follows:

4 The COUNTY and CONTRACTOR agree that:

- 5 1. Should CONTRACTOR receive payment from COUNTY by May 15, 2020, for
6 services to be rendered by CONTRACTOR during May, 2020, then the base
7 compensation amount due from COUNTY pursuant to Section V.A. and Exhibit K
8 of the Agreement shall be discounted by one percent (1%), for a total amount due
9 of One Million Nine Hundred Thirty-Eight Thousand Five Hundred and Twenty Six
10 and 07/100 Dollars (\$1,938,526.07).
- 11 2. Should CONTRACTOR receive payment from COUNTY by May 15, 2020, for
12 services to be rendered by CONTRACTOR during June, 2020, then the base
13 compensation amount due from COUNTY pursuant to Section V.A. and Exhibit K
14 of the Agreement shall be discounted by one percent (1%), for a total amount due
15 of One Million Nine Hundred Thirty-Eight Thousand Five Hundred and Twenty Six
16 and 07/100 Dollars (\$1,938,526.07).
- 17 3. Should CONTRACTOR receive payment from COUNTY by August 15, 2020, for
18 services to be rendered by CONTRACTOR during July, 2020, then the base
19 compensation amount due from COUNTY pursuant to Section V.A. and Exhibit K
20 of the Agreement shall be discounted by one percent (1%), for a total amount due
21 of One Million Nine Hundred Ninety-Six Thousand Five Hundred Fifty-Eight and
22 10/100 Dollars (\$1,996,558.10).
- 23 4. Should CONTRACTOR receive payment from COUNTY by August 15, 2020, for
24 services to be rendered by CONTRACTOR during August, 2020, then the base
25 compensation amount due from COUNTY pursuant to Section V.A. and Exhibit K
26 of the Agreement shall be discounted by one percent (1%), for a total amount due
27 of One Million Nine Hundred Ninety-Six Thousand Five Hundred Fifty-Eight and
28 10/100 Dollars (\$1,996,558.10).

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5. Should CONTRACTOR fail to receive a payment by the dates set forth above, COUNTY shall not be entitled to a one percent (1%) discount and the full base compensation amount due for that month, pursuant to Section V.A. and Exhibit K of the Agreement, shall be due in accordance with Section VII of the Agreement.

The Agreement, as herein amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment shall become effective upon execution on the day first written hereinabove.

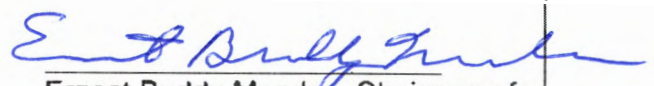
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to
2 Agreement as of the day and year first hereinabove written.

3
4 California Forensic Medical Group (CFMG)

COUNTY OF FRESNO

5 
6 (Authorized Signature)



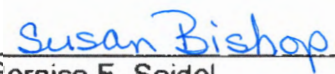
7 RAYMOND HERR MD
8 Print Name

Ernest Buddy Mendes, Chairman of
the Board of Supervisors of the
County of Fresno

9 President
10 Title (Chairman of Board, or President,
or CEO)

ATTEST:

11
12
13
14 (Authorized Signature)


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

15
16 Print Name

17
18
19 Title (Chairman of Board, or President,
Or CEO)

20
21 Mailing Address:
22 California Forensic Medical Group, Inc.
23 1283 Murfreesboro Road, Suite 500,
Nashville, TN 37217

24
25 FOR ACCOUNTING USE ONLY:
26 Org: No.: 31114000
27 Fud: 0001
28 SubClass: 10000
Account No. 7295