

AMENDMENT II TO AGREEMENT

THIS AMENDMENT II TO AGREEMENT (hereinafter "Amendment") is made and entered into this 4th day of August, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and California Forensic Medical Group, a California for profit corporation, whose address is 1283 Murfreesboro Road, Suite 500, Nashville, TN 37217 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-18-169, dated April 3, 2018 (hereinafter "Agreement"), pursuant to which 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, COUNTY and CONTRACTOR entered into Amendment Number One to the Agreement (hereinafter "Amendment I"), dated April 28, 2020, to allow the Sheriff-Coroner-Public Administrator's Office to pre-pay amounts due under the Agreement in exchange for a 1% discount for the months of May, June, July and August of 2020, as the CONTRACTOR faced challenges in continuing to provide services in COUNTY's JAIL due to the COVID-19 pandemic; and

WHEREAS, due to the COVID-19 pandemic and the ongoing spread of COVID-19 in the JAIL, the COUNTY is in need of additional medical staffing to provide COVID-19 testing services, reporting and investigation, as well as COVID-19 patient care for inmates in the JAIL; and

WHEREAS, CONTRACTOR has the capacity to provide such additional staffing and to provide such additional COVID-19 services; and

WHEREAS, the parties now desire to amend the Agreement in order to provide for such additional staffing.

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

1. In addition to the staffing CONTRACTOR is required to provide under the Agreement, the parties agree that CONTRACTOR shall provide additional staffing as set forth in Exhibit A, attached hereto and incorporated herein by this reference. This additional staffing shall be

1 provided through December 30, 2020.

- 2 2. COUNTY agrees to pay CONTRACTOR for such additional staffing as set forth in Exhibit
3 A. As this additional staffing begins providing services in the JAIL, COUNTY shall pay
4 CONTRACTOR for such additional staffing as set forth in Exhibit A. In no event shall the
5 total cost of this additional staffing through December 30, 2020 exceed Three Million Two
6 Hundred Fifty-Six Thousand Nine Hundred Sixty Nine and 25/100 Dollars (\$3,256,969.25).
- 7 3. CONTRACTOR shall submit monthly invoices to COUNTY by the fifteenth (15th) of the
8 following month for each month in which services will be rendered in accordance with
9 Exhibit A. Subject to CONTRACTOR's satisfactory performance of services identified in
10 this Amendment II, COUNTY agrees to pay CONTRACTOR within forty-five (45) days after
11 receipt and verification of CONTRACTOR's invoices. The Agreement Number listed at the
12 top right corner of page one (1) of this Amendment II must appear on all invoices and
13 correspondence relating to this Amendment II. Invoices shall be submitted to:

14 County of Fresno, Sheriff-Coroner's Office
15 P.O. Box 1788
16 Fresno, CA 93717
Attention: Sheriff

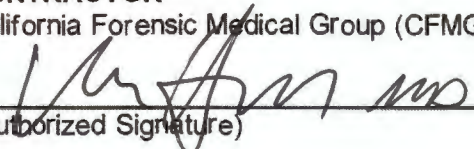
- 17 4. COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend
18 the Agreement and, that upon execution of this Second Amendment, the Agreement,
19 Amendment I and this Amendment II together shall be considered the Agreement.
- 20 5. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
21 covenants, conditions and promises contained in the Agreement and not amended herein
22 shall remain in full force and effect. Without limiting the generality of the foregoing,
23 COUNTY and CONTRACTOR agree that the provisions of Section V.B. of the Agreement
24 remain in full force and effect and nothing set forth in Amendment I or Amendment II shall
25 prevent adjustments to compensation pursuant to Section V. B. of the Agreement should
26 the benefitted party deem such adjustments necessary. This Amendment II shall become
27 effective upon execution on the day first written hereinabove.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

California Forensic Medical Group (CFMG)



(Authorized Signature)

Raymond Herr, MD

Print Name

President

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

Mailing Address:

California Forensic Medical Group, Inc.
1283 Murfreesboro Road, Suite 500,
Nashville, TN 37217

COUNTY OF FRESNO



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

ATTEST:

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

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 31114000

Account: 7295

EXHIBIT A

Head Count	Position	Shift	Agency Staffing Daily Cost Per FTE	Agency Staffing Daily Cost Per Head Count	Aug.2020 (27 days) Only	Sept. 2020	Oct. 2020	Nov. 2020	Dec. 2020 (30 Days) Only	Agency Staffing Total Cost
5.2	RN	Day	\$768.56	\$3,996.52	\$107,906.09	\$119,895.65	\$123,892.18	\$119,895.65	\$119,895.65	\$591,485.23
2.8	RN	Night	\$786.65	\$2,202.61	\$59,470.41	\$66,078.24	\$68,280.85	\$66,078.24	\$66,078.24	\$325,985.98
1	LVN	Day	\$415.02	\$415.02	\$11,205.63	\$12,450.70	\$12,865.73	\$12,450.70	\$12,450.70	\$61,423.47
1	LVN	Evening	\$433.11	\$433.11	\$11,693.90	\$12,993.22	\$13,426.32	\$12,993.22	\$12,993.22	\$64,099.87
11	LVN	Day	\$415.02	\$4,565.26	\$123,261.96	\$136,957.73	\$141,522.99	\$136,957.73	\$136,957.73	\$675,658.14
11	LVN	Evening	\$433.11	\$4,764.18	\$128,632.85	\$142,925.39	\$147,689.57	\$142,925.39	\$142,925.39	\$705,098.58
5	Medical Ass'stant	Day	\$167.64	\$838.18	\$22,630.98	\$25,145.54	\$25,983.72	\$25,145.54	\$25,145.54	\$124,051.31
5	Medical Ass'stant	Evening	\$185.72	\$928.60	\$25,072.30	\$27,858.11	\$28,786.71	\$27,858.11	\$27,858.11	\$137,433.33
1	FNP	Day	\$994.61	\$994.61	\$26,854.46	\$29,838.29	\$30,832.89	\$29,838.29	\$29,838.29	\$147,202.21
1	MD	Day	\$1,808.38	\$1,808.38	\$48,826.28	\$54,251.43	\$56,059.81	\$54,251.43	\$54,251.43	\$267,640.37
3	MRC	Day	\$167.64	\$502.91	\$13,578.59	\$15,087.32	\$15,590.23	\$15,087.32	\$15,087.32	\$74,430.79
3	MRC	Evening	\$185.72	\$557.16	\$15,043.38	\$16,714.86	\$17,272.03	\$16,714.86	\$16,714.86	\$82,460.00
Total			\$6,761.17	\$22,006.55	\$594,176.82	\$660,196.47	\$682,203.02	\$660,196.47	\$660,196.47	\$3,256,969.25

Ser.	Month	Year	Monthly Cost
1	August	2020	\$594,176.82
2	September	2020	\$660,196.47
3	October	2020	\$682,203.02
4	November	2020	\$660,196.47
5	December	2020	\$660,196.47
Total			\$3,256,969.25