

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 11-059**

This Fourth Amendment to BOS Agreement No. 11-059 is entered into this _____ day of _____, 2017, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **California Forensic Medical Group (CFMG)**, hereinafter referred to as "CONTRACTOR."

WHEREAS, BOS Agreement No. 11-059 was entered into on June 21, 2011 and amended on:

- July 24, 2012 to add psychiatric nursing;
- May 5, 2015 to extend the term date;
- May 5, 2015 to add behavioral health case manager services

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. 11-059 and amendments, from June 30, 2017 to December 31, 2017;

NOW, THEREFORE, we agree as follows:

Term: The termination date set out in the original BOS Agreement No. 11-059 and all stated amendments, specifically including May 5, 2015, will be extended from June 30, 2017 to December 31, 2017.

General Terms Update:

Paragraph 18 of the Agreement is amended to read as follows:

18. Termination: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving the CONTRACTOR 30-days prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said, suspension, termination or abandonment. Payment for any partial month shall be made at a daily rate that is 12/365 of the total monthly cost specified in Exhibit B, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF MENDOCINO
SHERIFF - CORONER OFFICE:**

By: Thomas D. Allman
THOMAS D. ALLMAN, SHERIFF

Date: 6-1-2017

Budgeted: ☒ Yes ☐ No

Budget Unit: 2510

Line Item: JA862185

Org/Object Code: JA

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: _____
John McCowen, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

INSURANCE REVIEW:

By: Alan D. Flora
ALAN D. FLORA, Risk Manager

Date: 6-1-17

CONTRACTOR/ COMPANY NAME

By: See page 3a
Signature

Printed Name: See page 3a
Title: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CFMG
2511 Garden Rd. Ste A 160
Monterey, CA. 93940

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by
his/her signature on this Agreement, he/she or
the entity upon behalf of which he/she acted,
executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: Katharine L. Elliott
Deputy

Date: _____

FISCAL REVIEW:

By: Janette Rau
Deputy CEO/Fiscal

Date: 6-1-17

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: Carmel J. Angelo
CARMEL J. ANGELO, Chief Executive Officer

Date: 6-1-17

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ n/a

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF MENDOCINO
SHERIFF – CORONER OFFICE:**

By: _____
THOMAS D. ALLMAN, SHERIFF

Date: _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 2510

Line Item: JA862185

Org/Object Code: JA

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: _____
John McCowen, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

INSURANCE REVIEW:

By: _____
ALAN D. FLORA, Risk Manager

Date: _____

CONTRACTOR/ COMPANY NAME

By: _____
Signature

Printed Name: Raymond Herr, M.D.

Title: President

Date: 5/31/2017

NAME AND ADDRESS OF CONTRACTOR:

CFMG

2511 Garden Rd. Ste A 160

Monterey, CA. 93940

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by
his/her signature on this Agreement, he/she or
the entity upon behalf of which he/she acted,
executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: _____
Deputy

Date: _____

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ n/a

Exhibit B
Payment Terms

1. COUNTY will pay CONTRACTOR as follows:

Monthly Cost:

\$170,444.04	Jail Medical Services
\$ 3,877.50	Mental Health RN Services
\$ 3,000.00	Average Daily Population Per Diem
\$177,321.54	Total Monthly Cost

2. CONTRACTOR will mail invoices to COUNTY:

Mendocino County Sheriff Office
951 Low Gap Rd.
Ukiah, Ca. 95482
Attn. Fiscal

3. The cost of the amendment shall not exceed \$1,063,929.24 for the term of the amendment.

//////////////////////////////////End of Payment Terms//////////////////////////////////