

**AGREEMENT FOR SERVICES #2989
AMENDMENT III**

DETENTION FACILITIES INMATE HEALTHCARE

This Amendment III to that Agreement for Services #2989 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and California Forensic Medical Group, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 3911 Sorrento Valley Boulevard, Suite 130, San Diego, California 92121, (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Scope of Services that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others, and County relies upon those representations;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to extend the term, hereby amending **ARTICLE II, Term**

WHEREAS, the parties hereto have mutually agreed (i) on payment rates for the extension period; and (ii) that, due to higher costs, the total not-to-exceed amount of the Agreement should be increased by the sum of two million dollars (\$2,000,000.00), hereby amending **ARTICLE IV, "Compensation for Services;"**

WHEREAS, the parties hereto desire to amend the Agreement to replace **ARTICLE XX Conflict of Interest**; in its entirety

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement on the following terms and conditions:

I. ARTICLE II, Term, is replaced in its entirety:

This Agreement shall become effective upon final execution by both parties hereto and shall cover the term of January 1, 2019, through February 29, 2024, unless earlier terminated pursuant to the Article XIII titled "Default, Termination, and Cancellation."

II. **ARTICLE IV, Compensation for Services**, of the Agreement is amended to add the following paragraphs to the end of Section B:

The monthly combined base rate for adult and juvenile facilities for the period between January 1, 2024 and February 29, 2024, shall be \$419,616.67. All per diems and the estimated reimbursement for use of PPO Plan shall remain unchanged from the July 1, 2023-December 31, 2023 period.

The total amount of this Agreement, as amended, shall not exceed \$23,495,139.50, inclusive of all costs and expenses.

II. **ARTICLE XX, Conflict of interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit H, marked "California

Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #2989 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #2989 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas Dated: 12/12/2023
Wendy Thomas
Chair
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: [Signature] Dated: 12/12/2023
Deputy Clerk

-- CONTRACTOR --

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
A CALIFORNIA CORPORATION

By: Richard Medrano, MD Dated: 11/27/2023
DocuSigned by:
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Richard Medrano, MD
Vice President/Secretary

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

Exhibit H

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES X _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/27/2023

Date

California Forensic Medical Group, Inc.

Type or write name of company

Richard Medrano, MD

Signature of authorized individual

Richard Medrano, MD

Type or write name of authorized individual