

**THIRD AMENDMENT TO THE  
AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF CALAVERAS  
AND  
CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

**THIS THIRD AMENDMENT** to the Services Agreement (“3<sup>rd</sup> Amendment”) is made and entered into by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as “County”) whose principal place of business is 891 Mountain Ranch Road, San Andreas, California 95249 and California Forensic Medical Group, a California Corporation, whose principal place of business is 1283 Murfreesboro Road, Suite 500, Nashville, Tennessee 37217 (hereinafter referred to “Contractor”), collectively referred to as (“Parties”).

**RECITALS**

**WHEREAS**, Contractor has been engaged by County for the provision medical services for inmates in the Calaveras County Adult Detention Facility necessary to assist the Sheriff Department in providing health care services to inmates and detainees in the custody of the Calaveras County Sheriff, in accordance with Exhibit “C”, marked “Agreement for Services”, dated October, 2015, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the First Amendment (Exhibit “D”) extended the Term of the contract from June 30, 2018 to June 30, 2019 as well as added additional medical services for the Calaveras County Adult Detention Facility effective January 1, 2018; and

**WHEREAS**, the Second Amendment (Exhibit “E”) corrected and clarified the staffing plan incorporated into the contract through First Amendment to Exhibit B – Staffing; and

**WHEREAS**, the parties hereto mutually agree to revise the term of the Agreement, hereby amending SECTION 4.1 TERM; and

**WHEREAS**, the parties hereto mutually agree to amend and increase the total not to exceed amount of the Agreement, hereby amending SECTION 2.1 FLAT RATE.

**WHEREAS**, the Parties hereto mutually desire to provide updated address for Notice to Parties, hereby amending SECTION 11.2 ADDRESS

**NOW THEREFORE**, the parties do hereby agree that the Agreement for Services shall be amended a third time as follows:

**SECTION 4.1 TERM** shall be amended and replaced in its entirety as follows:

**4.1 Term.** This Agreement shall become effective when fully executed by both Parties hereto and shall cover the period of October 1, 2015 through June 30, 2020 (Amended Term), unless terminated earlier as set forth in Section 5. "Termination". The terms of this Agreement may only be amended by written mutual consent of both parties as set forth in Section 18.

**SECTION 2.1 FLAT RATE** shall be amended and replace in its entirety as follow:

**2.1 Total Flat Rate.** In consideration for full performance of the services described in Exhibits A and B, as amended, the County agrees to pay a monthly installment of fifty-nine thousand three hundred forty-seven Dollars and ninety-nine cents (\$59,347.99), which includes a 3.0% increase from \$57,619.41, the monthly rate being paid by the County before the execution of this Third Amendment, based on CPI per SUBSECTION 2.2 of the Agreement. This monthly rate shall be in effect from July 1, 2019 through June 30, 2020; total consideration for twelve (12) months shall not exceed seven hundred twelve thousand one hundred seventy-five Dollars and eighty-eight cents (\$712,175.88). Payment is due on or before the tenth (10th) day of each month. Monthly payments for services rendered will be mailed to amended address in SUBSECTION 11.2.

**SECTION 11.2 ADDRESS** second paragraph starting with "CONTRACTOR" shall be amended and replace in its entirety as follows:

"CONTRACTOR:                      California Forensic Medical Group  
   1283 Murfreesboro Road  
   Suite 500  
   Nashville, Tennessee 37217"

Except as herein amended, all other part and sections of this Agreement for Services between the County and Contractor, dated July 1, 2015, shall remain unchanged and in full force and effect.

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

**COUNTY OF CALAVERAS**

By: \_\_\_\_\_  
John "Jack" Garamendi, Jr., Chair  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

**CONTRACTOR**

California Forensic Medical Group, Inc.  
A California Corporation

By: \_\_\_\_\_  
Cindy Watson, President  
"Contractor"

Dated: \_\_\_\_\_

**Approved As To Form:**

By:  \_\_\_\_\_  
Deputy County Counsel

Dated: June 4 2019