

**RENEWAL AND AMENDMENT NO.5 TO PROFESSIONAL SERVICES  
AGREEMENT  
BETWEEN CALIFORNIA FORENSIC MEDICAL GROUP AND  
THE COUNTY OF MONTEREY**

**This Renewal and Amendment #5** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and California Forensic Medical Group (CFMG) (hereinafter, "CONTRACTOR").

**WHEREAS**, the AGREEMENT is renewed retroactive to December 31, 2011, and all of its provisions shall be deemed to have been in effect continuously since that time; and,

**WHEREAS**, COUNTY and CONTRACTOR agree to renew the AGREEMENT retroactive to December 31, 2011; and,

**WHEREAS**, COUNTY and CONTRACTOR agree to reduce the amount of the monthly payment installments; and,

**WHEREAS**, COUNTY AND CONTRACTOR agree to extend the term of the renewed AGREEMENT on a month to month basis as needed up to 6 months through and including June 30, 2012 to allow for adequate time to enter into a new AGREEMENT per the Request for Solicitations (RFP) #10303 which has recently concluded; and,

**WHEREAS**, COUNTY and CONTRACTOR amended the AGREEMENT previously on June 24, 2008 via Amendment No. 1, on June 2, 2009 via Amendment No. 2, on June 29, 2010 via Amendment No.3 and on June 21, 2011 via Amendment No.4.

**NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:**

1. The AGREEMENT is renewed retroactive to December 31, 2011, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3 of the original Agreement is amended to read as follows: "The term of this Agreement is from July 1, 2007 to December 30, 2011. After December 30, 2011, the term shall continue on a month to month basis as needed for up to 6 months through and including June 30, 2012. COUNTY shall notify CONTRACTOR 10 days in advance when the services per this Agreement are no longer needed, except that this agreement shall be immediately terminated upon the execution of a new agreement between the COUNTY and CONTRACTOR".
3. Subparagraph (a) of Section 4 of the Original Agreement is amended to read as follows:
  - (a) In consideration for the medical, mental health and dental services to be performed by the CONTRACTOR, COUNTY agrees to pay the CONTRACTOR \$2, 297,956.98 for the period of December 31, 2011 through June 30, 2012. Monthly installments will be the following; January, February and March at \$325,422.57 and April, May, June at \$440,563.09.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this Renewal and AMENDMENT NO. 5 and all previous amendments shall be attached to the original Agreement dated July 1, 2007.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Renewal and Amendment #5 as of the day and year written below.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

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

Date: \_\_\_\_\_

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

CONTRACTOR

California Forensic Medical Group, Inc.  
Contractor's Business Name\*

By: Dan Hustedt  
(Signature of Chair, President, or Vice-President)\*

Dan Hustedt, U.P. Finance  
Name and Title  
Date: 3-19-2012

By: Elaine Hustedt Secretary  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*  
Elaine Hustedt Secretary  
Name and Title

Date: 3.19.2012

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required, and/or when legal services are rendered

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9