

**AMENDMENT IV TO AGREEMENT**

THIS AMENDMENT IV TO AGREEMENT ("Amendment IV") is made and entered into this 1st day of February, 2022, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California ("COUNTY"), and California Forensic Medical Group, Incorporated, a California for profit corporation, whose address is 1283 Murfreesboro Road, Suite 500, Nashville, TN 37217 ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-18-169, dated April 3, 2018 ("Agreement"), pursuant to which CONTRACTOR agreed to provide necessary 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 (collectively, "JAIL"); and

WHEREAS, COUNTY and CONTRACTOR entered into Amendment Number One to the Agreement ("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 the JAIL, due to increased staffing costs and potentially high rates of hospitalization of patients due to the COVID-19 pandemic; and

WHEREAS, COUNTY and CONTRACTOR entered into Amendment Number Two to Agreement ("Amendment II"), dated August 4, 2020, to allow the Sheriff-Coroner-Public Administrator's Office to receive additional medical staffing to provide COVID-19 testing, reporting, and investigation services, as well as COVID-19 patient care for inmates in the JAIL; and

WHEREAS, COUNTY and CONTRACTOR entered into Amendment Number Three to Agreement ("Amendment III"), dated March 23, 2021, to allow the Sheriff-Coroner-Public Administrator's Office to increase the maximum compensation provided under the Agreement by \$5,261,182, to a total of \$129,627,205 to pay for an additional six months of COVID-19 testing and treatment(s) for JAIL inmates due to the COVID-19 pandemic (January 1, 2021 to June 30, 2021), and provide for pharmaceutical costs in excess of the pharmaceutical cap set forth in Section VI of the

1 Agreement, with no change to the term of July 1, 2018 through June 30, 2023; and

2 WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement in order to  
3 increase the maximum compensation allowed under the Agreement, to allow the COUNTY, through  
4 CONTRACTOR, to hire a Medication Assisted Treatment (MAT) Coordinator to identify Opioid Use  
5 Disorder (OUD) inmates upon intake, and enroll them in the Medication Assisted Treatment services  
6 while incarcerated in the JAIL.

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

9 1. Section I(A)(4), "Staffing", shall be amended to add a subsection (d), as follows:

10 "Medication Assisted Treatment Care Coordinator – CONTRACTOR shall provide a Medication  
11 Assisted Treatment Care Coordinator, whose services shall be provided in accordance with the  
12 attached Exhibit P, which is incorporated by this reference."

13 2. Section V, subsection "F" shall be renumbered subsection "E", as it was incorrectly  
14 numbered in the Agreement.

15 3. Section V, "Compensation", shall be amended to add subsection "F" as follows:

16 "Medication Assisted Treatment Care Coordinator Compensation  
17 COUNTY shall pay CONTRACTOR compensation in a total amount not to exceed One  
18 Hundred Twenty Thousand Dollars (\$120,000) for the remaining term of the Agreement for the  
19 services of a Medication Assisted Treatment Care Coordinator to identify OUD inmates upon  
20 intake, and enroll them in the Medication Assisted Treatment services while incarcerated in the  
21 Fresno County Jail."

22 4. Part of Section V. C of the Agreement, located on page 22, line 24 through page 23,  
23 line 9, is deleted in its entirety and replaced with the following:

24 "In no event shall total compensation and any other payment for services performed  
25 under this Agreement exceed Seventy Nine Million, One-Hundred Fifty Thousand, and Four Hundred  
26 Ninety Seven and 87/100 Dollars (\$79,150,497.87) for the entire three (3) year term of this  
27 Agreement."

28 If this Agreement is extended for an additional one (1) year period after the first three

1 (3) years of this Agreement, pursuant to Section III, TERM, herein, in no event shall total  
2 compensation and any other payment for services performed under this Agreement exceed One  
3 Hundred-Four Million, Seventy-Five Thousand, Seven Hundred Twenty Two and 22/100 Dollars  
4 (\$104,075,722.22) for the entire four (4) year term of this Agreement."

5 If this Agreement is extended for an additional one (1) year period after the first four (4)  
6 years of this Agreement, pursuant to Section III, TERM, herein, in no event shall total compensation  
7 and any other payment for services performed under this Agreement exceed One Hundred Twenty-  
8 Nine Million, Seven Hundred Forty-Seven Thousand, Two Hundred and Five and 32/100 Dollars  
9 (\$129,747,205.32) for the entire five (5) year term of this Agreement."

10 5. COUNTY and CONTRACTOR agree that this Amendment IV is sufficient to amend the  
11 Agreement and, that upon execution of this Amendment IV, the Agreement, Amendment I,  
12 Amendment II, Amendment III, and this Amendment IV together shall be considered the Agreement.

13 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
14 covenants, conditions, and promises contained in the Agreement, as amended by Amendment I,  
15 Amendment II and Amendment III, and not amended herein, shall remain in full force and effect.

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

**CONTRACTOR**

California Forensic Medical Group,  
Incorporated (CFMG)

(Authorized Signature)

Edward O'Bryan, MD

Print Name

President

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

**Mailing Address:**

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

**COUNTY OF FRESNO**



Brian Pacheco, 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

**Medication Assisted Treatment (MAT) Care Coordinator**

**SCOPE OF SERVICES**

1. CONTRACTOR shall be ready to implement and assume all responsibilities for on-site comprehensive MAT Coordination care services to the adult inmates at the JAIL, identified herein and according to the terms and conditions of this Agreement, **as of 12:01 AM on the 18th day of January 2021.**
2. MAT COORDINATOR shall work in collaboration with on-site medical providers, behavioral health providers, care team members, and referral partners in the community to coordinate all aspects of patient care related to medications for addiction treatment of opioid use disorders (OUD).
3. MAT COORDINATOR shall conduct a review of the initial intake and fit for confinement for individuals seeking treatment for OUD in the jail.
4. MAT COORDINATOR shall schedule appointments for MAT services and provide care management services. The coordinator shall facilitate all appointments to ensure compliance to the treatment plan.
5. MAT COORDINATOR will review and coordinate internal (jail) and external (community) referrals into the program in a timely manner and per jail provider recommendations.
6. MAT COORDINATOR will coordinate a regular multidisciplinary MAT meeting (CONTRACTOR, Fresno Sheriff's Office (FSO), Department of Behavioral Health (DBH), Department of Public Health (DPH), and community partners/vendors) to discuss relevant MAT topics. These topics may include patient care, discharge planning, treatment options, grant statistic reporting, and other areas defined by the MAT participating team members.
7. MAT COORDINATOR shall collect and report statistical MAT data. This data is to include required grant statistics and other relevant data deemed necessary by the multidisciplinary team to determine the overall effectiveness of the program. This data will be used to determine the program's effectiveness and the sustainability of the MAT program at the end of the grant period.
8. MAT COORDINATOR shall take meeting minutes, document actionable items, and track items where corrective action may be necessary.
9. MAT COORDINATOR shall orient patient and other relevant internal/external stakeholders to program policies and procedures.
10. MAT COORDINATOR shall provide referrals, report appointments, and complete a warm hand off to community OUD services upon release from jail, and other services as indicated.
11. MAT COORDINATOR will work with FSO to schedule transportation services to appropriate community providers upon release when these resources are available.

12. MAT COORDINATOR shall serve as primary point of contact for MAT services to receive patient related phone calls, address patient needs, route to appropriate personnel, and/or schedule same day visit with jail medical provider if needed.
13. MAT COORDINATOR shall engage patients who have disenrolled from community treatment and arrange for re-entry into treatment when requested by patient.
14. MAT COORDINATOR shall appropriately document all patient interaction and data in the Electronic Health Record in a timely, accurate and thorough manner.
15. MAT COORDINATOR shall follow state and federal guidelines for providing care to patients with opioid use disorders in collaboration with prescribing providers and participating pharmacies.
16. MAT COORDINATOR shall actively collaborate with other clinical and non-clinical staff to ensure care is proactive and coordinated among care providers and care settings. This collaboration can include attendance in team huddles, care conferences, training, and communication.
17. MAT COORDINATOR shall participate in continuous quality improvement (CQI) activities as it relates to MAT coordination, and shall recommend, assist in development, and implement improvements in all areas of responsibility.
18. MAT COORDINATOR shall provide case management, care coordination, and discharge planning including referrals and linkage to community entities.
19. MAT coordinator may be required to participate in inmates' court matters including Behavioral Health Court, Mental Health Diversion Court and/or other court activities that may assist in the proper function of providing MAT services inside the jail.
20. CONTRACTOR shall provide opioid use disorder (OUD) services to include assessments, treatment plan development, detoxification management, counseling, treatment of co-occurring/dual-diagnosis disorders, psychoeducation, and medication assisted treatment. The MAT coordinator shall facilitate and ensure these services are provided per policy and procedure and consistent with the recommendations of the multidisciplinary MAT team.
21. MAT COORDINATOR shall maintain a collaborative and open relationship with the COUNTY's DPH, DBH, and SHERIFF Departments in the provision of OUD services and operations as well as future planning and evaluation of services.
22. MAT COORDINATOR shall communicate and consult frequently with the local medical community and other COUNTY-contracted providers, as well as family members of inmates in custody, as allowable by HIPAA regulations, to provide the most complete evaluation and treatment of OUD incarcerated individuals.
23. CONTRACTOR's MAT COORDINATOR shall be available for court inquiries and/or appearances, when required. It will be CONTRACTOR's responsibility to compensate their staff for court appearances, which shall be at no added cost to COUNTY.