

AMENDMENT VII TO AGREEMENT

THIS AMENDMENT VII TO AGREEMENT ("Amendment VII") is made and entered into this 23 day of May, 2023, 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 3340 Perimeter Hill DR., Nashville, TN 37211 ("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 entered into Amendment Number Four to
3 Agreement ("Amendment IV"), dated February 1, 2022 to allow the Sheriff-Coroner-Public
4 Administrator's Office to increase the maximum compensation provided under the Agreement by
5 \$120,000 to a total of \$129,747,205 to pay for a Medication Assisted Treatment (MAT) Care
6 Coordinator, with no change to the term of July 1, 2018 through June 30, 2023;

7 WHEREAS, COUNTY and CONTRACTOR entered into Amendment Number Five to
8 Agreement ("Amendment V"), dated March 22, 2022 to allow the Sheriff-Coroner-Public
9 Administrator's Office to increase the maximum cap of compensation provided under the Agreement
10 by \$6,702,382 to a total of \$136,449,588 to allow the County to pay for an additional twelve months of
11 COVID-19 testing and treatment(s) for JAIL inmates due to the COVID-19 pandemic (July 1, 2021 to
12 June 30, 2022), and provide pharmaceutical costs in excess of the pharmaceutical cap set forth in
13 Section VI of the Agreement.; and

14 WHEREAS, COUNTY and CONTRACTOR entered into Amendment Number Six to Agreement
15 ("Amendment VI"), dated November 29, 2022 to allow the Sheriff-Coroner-Public Administrator's Office
16 to increase the maximum cap of compensation provided under the Agreement by \$6,147,900 to a total
17 of \$142,597,488 to allow the County to pay for an additional twelve months of COVID-19 testing and
18 treatment(s) for JAIL inmates due to the COVID-19 pandemic (July 1, 2022 to June 30, 2023), to
19 provide additional compensation to recruit and retain physicians , and provide for pharmaceutical costs
20 in excess of the pharmaceutical cap set forth in Section VI of the Agreement. The additional
21 compensation will also allow the reimbursement for staffing and treatment of inmates within the
22 congregate living system. The congregate living facilities are for admitted inmates as either a result of
23 COVID-19 or because the inmates are high risk, with underlying risk and/or chronic conditions.; and

24 WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement in order to
25 further increase the maximum compensation allowed under the Agreement, to allow the COUNTY,
26 through CONTRACTOR, to extend funding for the previously-added MAT position.

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

1 1. Subsection F of Section V, "Compensation", as added by Amendment IV, shall be
2 amended as follows:

3 "Medication Assisted Treatment Care Coordinator Compensation

4 COUNTY shall pay CONTRACTOR compensation in a total amount not to exceed One
5 Hundred Seventy Three Thousand, One Hundred Twenty Five Dollars (\$173,125) for the remaining
6 term of the Agreement for the services of a Medication Assisted Treatment Care Coordinator to
7 identify OUD inmates upon intake, and enroll them in the Medication Assisted Treatment services
8 while incarcerated in the Fresno County Jail."

9 2. A portion of subsection C of Section V of the Agreement, located on page 23, lines 5
10 through 9, is deleted in its entirety, and replaced with the following:

11 "If this Agreement is extended for an additional one (1) year period after the first four (4)
12 years of this Agreement, pursuant to Section III, TERM, herein, in no event shall total compensation
13 and any other payment for services performed under this Agreement exceed One Hundred Forty-Two
14 Million, Six Hundred Fifty Thousand, Six Hundred and Thirteen Dollars (\$142,650,613) for the entire
15 five (5) year term of this Agreement."

16 3. This Amendment VII shall be retroactive to February 1, 2023.

17 4. COUNTY and CONTRACTOR agree that this Amendment VII is sufficient to amend the
18 Agreement and, that upon execution of this Amendment VII, the Agreement, Amendment I,
19 Amendment II, Amendment III, Amendment IV, Amendment V, Amendment VI and this Amendment
20 VII together shall be considered the Agreement.

21 5. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
22 covenants, conditions, and promises contained in the Agreement, as amended by Amendment I,
23 Amendment II, Amendment III, Amendment IV, Amendment V, and Amendment VI and not amended
24 herein, shall remain in full force and effect.

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EXECUTED as of the date first above set forth and EFFECTIVE as of February 1, 2023.

CONTRACTOR

California Forensic Medical Group,
Incorporated (CFMG)

Dr. Grady Judson Bazzel

(Authorized Signature)

Dr. Grady Judson Bazzel

Print Name

President

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

Mailing Address:

California Forensic Medical Group,
Incorporated
3340 Perimeter Hill Drive,
Nashville, TN 37211

COUNTY OF FRESNO

Sal Quintero
Sal Quintero, 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:

Alexandria Vieira

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 31114000

Account: 7295