

AMENDMENT VIII TO AGREEMENT

THIS AMENDMENT VIII TO AGREEMENT ("Amendment VIII") is made and entered into this 20th day of June, 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.;

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 retail 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 entered into Amendment Number Seven to
25 Agreement (“Amendment VII”), dated May 23, 2023, and retroactive to February 1, 2023, to allow the
26 Sheriff-Coroner-Public Administrator’s Office to increase the maximum compensation provided under
27 the Agreement by \$53,125 to a total of \$142,650,613 to extend funding to pay for a Medication
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1 Assisted Treatment (MAT) Care Coordinator, with no change to the term of July 1, 2018 through June
2 30, 2023.;

3 WHEREAS, On November 8, 2022, the Board of Supervisors authorized staff to develop a new
4 Agreement with Contractor, to allow for continuity of operations and services to individuals housed at
5 the Jail;

6 WHEREAS, the County and the Contractor have negotiated terms for the new agreement since
7 November of 2022, and anticipate that an agreement will be reached within the next three to six
8 months; and

9 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to
10 extend the term of the Agreement for a three (3) month period with an optional three (3) month
11 extension period and increase the maximum compensation allowed under the Agreement, by
12 \$16,358,514, to a total of \$159,009,127, to allow the COUNTY to pay for an additional three month
13 term period, with an optional three month term period, of jail medical and behavioral health services;

14 WHEREAS, nothing in this Amendment VIII prevents the County from terminating such
15 negotiation and engaging in a competitive request for proposal process, in accordance with the
16 County's purchasing procedures. In such an event, Contractor shall continue to provide these
17 contracted services until a successor contractor has commenced providing these services, in
18 accordance with Section IV(C) of the Agreement.

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

21 1. Section III of the Agreement, located on page 16 line twenty-seven through page 17,
22 line sixteen is deleted in its entirety, and replaced with the following:

23 "This Agreement shall become effective upon execution. The term of this Agreement
24 shall be for a period of three (3) years, commencing on July 1, 2018 through and including June 30,
25 2021, unless sooner terminated as provided herein. The parties obligations stated herein regarding
26 the provision of medical services shall begin upon the commencement of the term unless otherwise
27 provided.

28 This Agreement may be extended for two (2) additional consecutive twelve (12) month

1 periods upon the same terms and conditions herein set forth, and subject to the following provisions
2 within this Section III. Each such twelve (12) month extension period shall be contingent upon the
3 evaluation of the CONTRACTOR's performance of the services under the this Agreement during the
4 then-current period of this Agreement, by SHERIFF, DPH Director, or their respective designees,
5 determine that the then-current term of this Agreement should be extended pursuant to this Section III,
6 herein, SHERIFF, DPH Director, or designee, may provide a written notice of such extension period.

7 In addition to the two (2) additional extensions, both the COUNTY and the
8 CONTRACTOR agree to extend the Agreement by one additional three (3) month period, commencing
9 July 1, 2023 through and including September 30, 2023. Following the initial three (3) month period,
10 this Agreement may be extended for one additional three (3) month period upon the same terms and
11 conditions herein set forth, and subject to the following provisions within this Section III. The three (3)
12 month extension period shall be contingent upon the evaluation of the CONTRACTOR's performance
13 of the services under this Agreement during the then-current period of the Agreement, by SHERIFF,
14 DPH Director, or their respective designees; if SHERIFF, DPH Director, or their respective designees
15 determine that the then-current term of this Agreement should be extended pursuant to this Section III,
16 herein, SHERIFF, DPH Director, or designee, may provide a written notice of such extension period to
17 Contractor.”

18 2. Section V, “Compensation”, shall be amended to add subsection A(6) as follows:

19 “If performance standards are met, the Agreement term shall be extended by one three
20 (3) month period. Commencing July 1, 2023 through September 30, 2023, the base compensation
21 paid to CONTRACTOR for actual services provided to the COUNTY during the extended three-month
22 term shall not exceed Eight Million, One Hundred, Seventy-Nine Thousand, Two Hundred Fifty-Seven
23 Dollars (\$8,179,257).

24 3. Section V, “Compensation”, shall be amended to add subsection A(7) as follows:

25 “If performance standards are met and this Agreement is extended for an additional
26 three (3) month period pursuant to Section III, TERM, herein, then for the period of October 1, 2023
27 through December 31, 2023, the base compensation paid to CONTRACTOR for actual services
28 provided to the COUNTY shall not exceed Eight Million, One Hundred, Seventy-Nine Thousand, Two

1 Hundred Fifty-Seven Dollars (\$8,179,257).”

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

4 "In no event shall total compensation and any other payment for services performed
5 under this Agreement exceed Eighty-Six Million, Sixty Thousand, Seven Hundred Eighty Dollars
6 (\$86,060,780) for the entire three (3) year term of this Agreement."

7 If this Agreement is extended for an additional one (1) year period after the first three
8 (3) years of this Agreement, pursuant to Section III, TERM, herein, in no event shall total
9 compensation and any other payment for services performed under this Agreement exceed One
10 Hundred-Ten Million, Nine-Hundred Eighty-Six Thousand, Five Dollars (\$110,986,005) for the entire
11 four (4) year term of this Agreement."

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

17 If this Agreement is extended for a three (3) month period after the first five (5) years of this
18 Agreement, pursuant to Section III, Term, herein, in no event shall total compensation and any other
19 payment of services performed under this Agreement exceed One Hundred Fifty Million, Eight
20 Hundred Twenty-Nine Thousand, Eight Hundred Seventy Dollars (\$150,829,870) for the entire five (5)
21 year and three (3) month term of this Agreement.

22 If this Agreement is extended for an additional three (3) month period after the first five
23 (5) years and three (3) months of this Agreement, pursuant to Section III, Term, herein, in no event
24 shall total compensation and any other payment of services performed under this Agreement exceed
25 One Hundred Fifty-Nine Million, Nine Thousand, One Hundred and Twenty-Seven Dollars
26 (\$159,009,127) for the entire five (5) year and six (6) month term of this Agreement."

27 5. COUNTY and CONTRACTOR agree that this Amendment VIII is sufficient to amend
28 the Agreement and that upon execution of this Amendment VIII, the Agreement, Amendment I,

1 Amendment II, Amendment III, Amendment IV, Amendment V, Amendment VI, Amendment VII and
2 this Amendment VIII together shall be considered the Agreement.

3 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
4 covenants, conditions, and promises contained in the Agreement, as amended by Amendment I,
5 Amendment II, Amendment III, Amendment IV, Amendment V, Amendment VI, and Amendment VII
6 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

COUNTY OF FRESNO

California Forensic Medical Group,
Incorporated (CFMG)

(Authorized Signature)

Dr. Grady Judson Bazzel

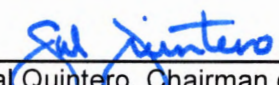
Print Name

President

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

Mailing Address:

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


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:


Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 31114000

Account: 7295