

AMENDMENT XI TO AGREEMENT

THIS AMENDMENT XI TO AGREEMENT (“Amendment XI”) is made and entered into this 24th day of September, 2024, by and between the 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, 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 for certain months, as Contractor faced challenges in continuing to provide services in the Jail, due to increased staffing costs and potentially high rates of hospitalization due to the COVID-19 pandemic;

WHEREAS, County and Contractor entered into Amendment Number Two to Agreement 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;

WHEREAS, County and Contractor entered into Amendment Number Four and Seven to the Agreement to allow the Sheriff-Coroner-Public Administrator’s Office to increase the maximum compensation to pay for a Medical Assisted Treatment (MAT) Care Coordinator;

WHEREAS, County and Contractor entered into Amendment Numbers Three, Five, and Six to the Agreement to increase the maximum cap of compensation provided under the Agreement and allow the County to pay for an additional twelve months of COVID-19 testing and treatment(s) for Jail inmates due to the COVID-19 pandemic, and provide pharmaceutical costs in excess of the pharmaceutical cap set forth in the Agreement;

1 WHEREAS, County and Contractor entered into Amendment Numbers Eight, Nine, and Ten to
2 the extend the term of the Agreement and increase the maximum compensation provided under the
3 Agreement to provide comprehensive medical and behavioral health care services;

4 WHEREAS, on November 8, 2022, the Board of Supervisors authorized staff to develop a new
5 Agreement with Contractor, to allow for continuity of operations and services to individuals housed at
6 the Jail, and the County and the Contractor have negotiated since that date, and anticipate that they
7 will reach agreement within the next two months and three days;

8 WHEREAS, nothing in this Amendment XI prevents the County from terminating negotiations
9 and engaging in a competitive request for proposal process, in accordance with the County's
10 purchasing procedures. In such an event, Contractor shall continue to provide these contracted
11 services until a successor contractor has commenced providing these services, in accordance with
12 Section IV(C) of the Agreement; and

13 WHEREAS, the County and Contractor need to further extend the term of the Agreement by
14 two months and three days, and increase the maximum compensation by \$6,650,001, to a total of
15 \$190,196,899, to allow the County to continue to pay for Jail medical and behavioral health services
16 while County and Contractor complete negotiations.

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

19 1. Currently, the term of the Agreement, as amended, is through and including September
20 30, 2024. Notwithstanding any contrary provision in the Agreement, as amended, the term of the
21 Agreement shall be extended to December 3, 2024.

22 2. The Parties agree that, immediately following the full execution of this Amendment, they
23 shall meet and negotiate in good faith to amend the Agreement and extend the term of the Agreement
24 an additional two years and seven months. The Parties further agree that prior to the execution of any
25 subsequent amendment, they shall meet and negotiate in good faith the modification of the structure of
26 the Agreement's Liquidated Damages clause, as well as financial responsibility related to skilled
27 nursing costs for care provided to adult inmates at off-site skilled nursing facilities.

28 3. Notwithstanding any contrary provision in the Agreement, as amended, the maximum

1 compensation amount shall be increased to One Hundred Ninety Million, One Hundred Ninety-Six
2 Thousand, Eight Hundred Ninety-Nine Dollars (\$190,196,899).

3 4. Section V, "Compensation", shall be amended to add subsection A (10) as follows:
4 "10. If performance standards are met, commencing October 1, 2024, through
5 December 3, 2024, the base compensation paid to Contractor for actual services
6 provided to the County during the extended two month and three-day term shall not
7 exceed Six Million, Six Hundred Fifty Thousand, and One Dollar (\$6,650,001)."

8 5. The parties agree that the County shall waive the provisions of Section VII of the
9 Agreement, Liquidated Damages, for the period from October 1, 2024, through December 3, 2024.
10 Any Liquidated Damages assessed prior to October 1, 2024, shall not be waived.

11 6. The parties agree that the County shall be responsible for skilled nursing costs provided
12 to adult inmates at off-site skilled nursing facilities for the period from October 1, 2024, through
13 December 3, 2024. Any new referrals to such off-site skilled nursing facilities shall be made by
14 Contractor with the concurrence of County's medical staff.

15 7. County and Contractor agree that this Amendment XI is sufficient to amend the
16 Agreement, and that upon execution of this Amendment XI, the Agreement, all prior amendments, and
17 this Amendment XI together shall be considered the Agreement.

18 8. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
19 covenants, conditions, and promises contained in the Agreement, as amended by the prior
20 amendments and not amended herein, shall remain in full force and effect.

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

CONTRACTOR

California Forensic Medical Group,
Incorporated (CFMG)

Signed by:


(Authorized Signature)

Dr. Judd 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



Nathan Magsig, 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