

AMENDMENT X TO AGREEMENT

This Amendment X to Agreement ("Amendment X") is made and entered into this 18th day of June, 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"), to provide necessary medical and behavioral health care services within County's Sheriff-Coroner-Public Administrator's Office Adult Detention Facilities identified as North Annex, Main, and South Annex jails (collectively, "Jail");

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 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 Numbers Four and Seven to the Agreement to allow the Sheriff-Coroner-Public Administrator's Office to increase the maximum compensation to pay for a Medication 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 and Nine to
2 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 terms for the new agreement since that
7 date and anticipate that an agreement will be reached within the next three months;

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

13 WHEREAS, while County and Contractor are negotiating the new agreement, they need to
14 further amend the Agreement to extend the term of the Agreement and increase the maximum
15 compensation by \$8,179,257, to a total of \$183,546,898, to allow the County to continue to pay for jail
16 medical and behavioral health services;

17 WHEREAS, as part of the American Rescue Plan Act (“ARPA”), the United States Treasury
18 recognizes that the pandemic exacerbated mental health and substance use challenges for many
19 Americans, which has proven to be true for individuals incarcerated at the Jail, and the Final Rule
20 allows recipients to use State and Local Fiscal Recovery Funds (“SLFRF”) to cover an expansive array
21 of services for prevention, treatment, recovery, and harm reduction for mental health, substance use,
22 and other behavioral health challenges caused or exacerbated by the public health emergency, which
23 services respond to the public health impacts or negative economic impacts of the COVID-19
24 pandemic;

25 WHEREAS, this Amendment X will add a requirement that Contractor separately track and
26 provide documentation for certain eligible expenses responsive to the public health impacts or the
27 negative economic impacts of the COVID-19 pandemic.

28 NOW, THEREFORE, in consideration of their mutual promises, covenants, and conditions,

1 hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

2 1. Currently, the term of the Agreement, as amended, is through and including June 30,
3 2024. Notwithstanding any contrary provision in the Agreement, as amended, the term of the
4 Agreement shall be extended to September 30, 2024.

5 2. Section V, "Compensation", shall be amended to add subsection A(9) as follows:

6 "If performance standards are met, commencing July 1, 2024, through September 30,
7 2024, the base compensation paid to Contractor for actual services provided to the County during the
8 extended three-month term shall not exceed Eight Million, One Hundred, Seventy-Nine Thousand,
9 Two Hundred Fifty-Seven Dollars (\$8,179,257)."

10 3. Notwithstanding any contrary provision in the Agreement, as amended, the maximum
11 compensation amount shall be increased to One Hundred Eighty-Three Million, Five Hundred Forty-
12 Six Thousand, Eight Hundred Ninety-Eight Dollars (\$183,546,898).

13 4. Section VII, "Invoicing" of the Agreement is amended to add the following:

14 "Contractor shall track and provide sufficient documentation for the following:

- 15 1. Infectious disease prevention, related to COVID-19 – Identifying positive cases, the
16 number of patients currently undergoing monitoring, number of vaccinations, and the
17 number of patients currently receiving treatment for COVID-19 or related
18 complications, and the type of treatment provided.
- 19 2. Behavioral health services and treatment for individuals detained, such as opioid
20 use disorder diagnoses, behavioral health care patient contacts, and the number of
21 patients receiving MAT treatment.

22 ARPA claims shall be distinct and categorized under following categories:

- 23 1. EC 1.6 Medical Expenses related to COVID-19, continue to be allowable.
24 Tracking methodology would suffice for COVID-19 expenses.
- 25 2. EC 1.1 COVID-19 Vaccination, EC 1.2 COVID-19 Testing, or 1.3 Contact
26 Tracing
- 27 3. EC 1.4 Prevention in Congregate Settings
- 28 4. EC 1.5 Personal Protective Equipment

1 5. EC 1.7 Other COVID-19 Public Health Expenses (including Communication,
2 Enforcment, Isolation/Quarantine)

3 6. EC 1.11 Community Violence Interventions, if applicable.

4 Behaviorable Health

5 7. EC 1.12 Mental Health Services

6 8. EC 1.13 Substance Use Services (i.e. opioid treatment services)

7 Other Public Health Service

6 9. EC 1.14 – Other”

7 5. County and Contractor agree that this Amendment X is sufficient to amend the
8 Agreement and that upon execution of this Amendment X, the Agreement, all prior amendments, and
9 this Amendment X together shall be considered the Agreement.

10 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
11 covenants, conditions, and promises contained in the Agreement, as amended by the prior
12 amendments 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,
DocuSigned by:
[Signature] (MG)

043819F7A628439...
(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

[Signature]

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:

[Signature]

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 31114000

Account: 7295