

#### **FOURTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS FOURTH AMENDMENT** to the Agreement for Services of Independent Contractor, is made and entered into this 16<sup>th</sup> day of August 2022, by and between the County of Santa Barbara (COUNTY) and California Forensic Medical Group, Inc. with an address at 2511 Garden Road, Monterey, CA (hereafter CONTRACTOR)).

**WHEREAS**, on February 28, 2017, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 17-237, (Agreement) with CONTRACTOR for the provision of Medical and Mental Healthcare services;

**WHEREAS**, the initial term of the Agreement commenced on April 1, 2017, and is set to expire on March 31, 2022; and

**WHEREAS**, the parties now desire to amend the Agreement to extend the term for one additional year commencing on April 1, 2022, through March 31, 2023 (First Extension Period).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

The Agreement is amended as follows:

1. Section 4, **TERM**, of the Agreement is amended by adding the following language:

For the First Extension Period, CONTRACTOR shall commence performance on April 1, 2022, and end performance upon completion, but no later than March 31, 2023 unless otherwise directed by COUNTY or unless earlier terminated. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

2. Add Section 9.8 of EXHIBIT A, **Off-Site/Specialty Health Care**:

##### 9.8 Wellpath Now – Emergent and Urgent

A. CONTRACTOR shall initiate and maintain their proprietary service Wellpath Now – Emergent and Urgent. Wellpath Now is an on-demand telehealth service that assists on-site providers with acute care consultations.

B. CONTRACTOR shall provide a monthly report to COUNTY showing all telehealth consultations with total number of patients served, diagnosis (if any), action/treatment provided, and outcomes.

3. Add Section 9.9 under EXHIBIT A, **Off-Site/Specialty Health Care**:

##### 9.9 Wellpath Connect

A. CONTRACTOR shall initiate and maintain their proprietary service Wellpath Connect. Wellpath Connect is a service that connects on-site providers with a network of primary physicians and specialty providers for expert clinical consultations and remote care.

B. CONTRACTOR shall provide a monthly report to COUNTY showing all Wellpath Connect consultations with total number of patients served, diagnosis (if any), action/treatment provided, and outcomes.

4. Add under Section 13.0 of EXHIBIT A, **External Oversight**:

B. CONTRACTOR shall provide coordination, system reporting, and training assistance in their electronic medical record system to contract monitors and others as designated by the COUNTY to facilitate access to inmate healthcare records for review and monitoring activities.

C. The point of contact for PHD and BWD monitors will be the CONTRACTOR'S CQI Coordinator. The CONTRACTOR shall notify the PHD and BWD monitors of the name, phone, and email of the person assigned as the CQI Coordinator.

5. Add under Section 13.1 of EXHIBIT A, **Administrative Meetings and Information**:

F. CONTRACTOR agrees to schedule MAC and CQI Committee meetings on a regular basis (i.e. third Thursday of every month at 10:00 AM) so that members of PHD and BWD can regularly attend.

6. The first sentence to EXHIBIT B shall be amended as follows:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$ 56,950,501**.

7. Section B of EXHIBIT B, **PAYMENT ARRANGEMENTS Periodic Compensation**, is amended to state in its entirety:

B. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of EXHIBIT B, EXHIBIT E including EXHIBIT E-1, and EXHIBIT F including EXHIBIT F-1, and shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

8. Section F of EXHIBIT B, **PAYMENT ARRANGEMENTS Periodic Compensation**, is amended to add:

F. Santa Barbara County Sixth Year Summary of Costs:

	Main Jail	NBJ	Sheriff Total	Probation	Total
Total Labor	\$ 6,931,487.89	\$ 2,924,479.18	\$ 9,855,967.07	\$ 1,133,089.08	\$ 10,989,056.15
Services and Supplies	\$ 173,512.72	\$ 66,058.65	\$ 239,571.37	\$ 9,096.31	\$ 248,667.68
Other Direct	\$ 429,402.80	\$ 206,749.50	\$ 636,152.30	\$ 19,444.18	\$ 655,596.48
<b>Subtotal Expenses</b>	<b>\$ 7,534,403.41</b>	<b>\$ 3,197,287.33</b>	<b>\$ 10,731,690.74</b>	<b>\$ 1,161,629.57</b>	<b>\$ 11,893,320.31</b>
G&A	\$ 747,742.02	\$ 186,935.50	\$ 934,677.52	\$ 181,921.86	\$ 1,116,599.38
<b>Total Healthcare Services</b>	<b>\$ 8,282,145.43</b>	<b>\$ 3,384,222.83</b>	<b>\$ 11,666,368.26</b>	<b>\$ 1,343,551.43</b>	<b>\$ 13,009,919.69</b>
Pharmacy Costs	\$ 714,481.63		\$ 714,481.63	\$ 126,000.00	\$ 840,481.63
EMR Fees	\$ 21,922.44		\$ 21,922.44	\$ 2,294.73	\$ 24,217.17
<b>Total</b>	<b>\$ 9,018,549.50</b>	<b>\$ 3,384,222.83</b>	<b>\$ 12,402,772.33</b>	<b>\$ 1,471,846.16</b>	<b>\$ 13,874,618.49</b>

9. Section G of EXHIBIT B, **PAYMENT ARRANGEMENTS Periodic Compensation**, is amended to state in its entirety:

G. Santa Barbara County Life of the Agreement Costs:

	<b>Sheriff</b>	<b>Probation</b>	<b>Total</b>
Year 1 Contract Services*	\$ 5,578,522	\$ 989,402	\$ 6,567,924
Year 2 Contract Services*	\$ 5,745,878	\$ 1,019,084	\$ 6,764,962
Year 3 Contract Services*	\$ 5,918,254	\$ 1,049,657	\$ 6,967,911
Year 4 Contract Services*	\$ 8,611,598	\$ 1,067,926	\$ 9,679,524
Year 5 Contract Services*	\$ 8,869,946	\$ 1,099,964	\$ 9,969,910
Year 6 Contract Services	\$ 11,666,367	\$ 1,343,551	\$ 13,009,918
<b>Total Contract Services</b>	<b>\$ 46,390,565</b>	<b>\$ 6,569,584</b>	<b>\$ 52,960,149</b>
Year 1 Pharmacy*	\$ 416,100	\$ 105,000	\$ 521,100
Year 2 Pharmacy*	\$ 311,200	\$ 105,000	\$ 416,200
Year 3 Pharmacy*	\$ 436,200	\$ 105,000	\$ 541,200
Year 4 Pharmacy*	\$ 403,800	\$ 105,000	\$ 508,800
Year 5 Pharmacy*	\$ 895,700	\$ 105,000	\$ 1,000,700
Year 6 Pharmacy	\$ 714,500	\$ 126,000	\$ 840,500
<b>Total Pharmacy</b>	<b>\$ 3,177,500</b>	<b>\$ 651,000</b>	<b>\$ 3,828,500</b>
EMR One Time*	\$ 15,000	\$ 8,500	\$ 23,500
Year 1 EMR*	\$ 20,664	\$ 2,163	\$ 22,827
Year 2 EMR*	\$ 20,664	\$ 2,163	\$ 22,827
Year 3 EMR*	\$ 20,664	\$ 2,163	\$ 22,827
Year 4 EMR*	\$ 20,664	\$ 2,163	\$ 22,827
Year 5 EMR*	\$ 20,664	\$ 2,163	\$ 22,827
Year 6 EMR	\$ 21,922	\$ 2,295	\$ 24,217
<b>Total EMR</b>	<b>\$ 140,242</b>	<b>\$ 21,610</b>	<b>\$ 161,852</b>
<b>Total Contract Cost</b>	<b>\$ 49,708,307</b>	<b>\$ 7,242,194</b>	<b>\$ 56,950,501</b>

10. EXHIBIT E, STAFFING MATRICES, shall include ATTACHMENT A, **EXHIBIT E-1, STAFFING MATRICES – April 1, 2022, through March 31, 2023.**

11. EXHIBIT F, SALARY PLAN, shall include ATTACHMENT B, **EXHIBIT F-1, SALARY PLAN – April 1, 2022, through March 31, 2023.**

In all other respects, the Agreement remains unchanged and shall remain in full effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY

ATTEST:  
Mona Miyasato  
County Executive Officer  
Clerk of the Board

County of Santa Barbara  
Joan Hartman  
Board of Supervisors

By: Shirley Labuena  
Deputy Clerk

By: Joan Hartman  
Chair, Board of Supervisors

Date: 8-16-22

RECOMMENDED FOR APPROVAL:  
Tanja Heitman  
Chief Probation Officer

CONTRACTOR:  
California Forensic Medical Group/Wellpath

By: Tanja Heitman  
Department Head

By: Grady J. Bazzee, MD  
Authorized Representative

Name: GRADY J. BAZZEE, MD

Title: PRESIDENT

RECOMMENDED FOR APPROVAL:  
Bill Brown  
Sheriff/Coroner

APPROVED AS TO ACCOUNTING FORM:  
Betsy M. Schaffer, CPA, CPFO  
Auditor/Controller

By: Bill Brown 8/8/22  
Department Head

By: Betsy M. Schaffer  
Deputy

APPROVED AS TO FORM:  
Greg Milligan  
Risk Manager

APPROVED AS TO FORM:  
Rachel Van Mullem  
County Counsel

By: Greg Milligan  
Risk Management

By: Paul Lee  
By: Paul Lee (Aug 8, 2022 16:53 PDT)  
Deputy County Counsel