

Attachment

A

**SIXTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOR JAIL MEDICAL AND MENTAL HEALTH SERVICES**

THE SIXTH Amendment to the Agreement for Services of Independent Contractor for Jail Medical Services and Mental Health Services, is made and entered into this 7th day of May, 2024, by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter 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 provision of Medical and Mental Health services;

WHEREAS, on May 19, 2020, COUNTY approved the First Amendment to the Agreement;

WHEREAS, on August 18, 2020, COUNTY approved the Second Amendment to the Agreement;

WHEREAS, on August 16, 2022, COUNTY approved the Fourth Amendment to the Agreement;

WHEREAS, on September 12, 2023, COUNTY approved the Fifth Amendment to the Agreement;

WHEREAS, the term of the Agreement commenced on April 1, 2017 and expired on March 31, 2024;
and

WHEREAS, the parties now desire to amend the Agreement to extend the Term for 91 days on April 1, 2024, through June 30, 2024 (Temporary Extension Period).

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

1. RECITALS

The Parties hereto incorporate the foregoing recitals as material portion of this Amendment.

2. DEFINITIONS

Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

3. REMAINING PROVISIONS

The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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

5. 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 \$75,535,114.60.

6. SECTION F OF EXHIBIT B, PAYMENT ARRANGEMENTS Periodic Compensation, is amended to add:

	Main Jail	NBJ	Sheriff Total	Probation	County Total
Current Labor	\$1,819,515.57	\$767,675.79	\$2,587,191.36	\$297,435.88	\$2,884,627.24
Services and Supplies	\$45,547.09	\$17,340.40	\$62,887.49	\$2,387.78	\$65,275.27
Other Direct	\$112,718.24	\$54,271.75	\$166,989.98	\$5,104.10	\$172,094.08
Subtotal	\$1,977,780.90	\$839,287.93	\$2,817,068.82	\$304,927.76	\$3,121,996.58
G&A	\$196,282.28	\$49,070.57	\$245,352.85	\$47,754.49	\$293,107.34
Pharmacy	\$225,000.00	\$200,000.00	\$425,000.00	\$15,101.68	\$440,101.68
EMR	\$3,836.25	\$1,644.00	\$5,480.25	\$573.75	\$6,054.00
Total Healthcare Services	\$2,402,899.43	\$1,090,002.50	\$3,492,901.92	\$368,357.68	\$3,861,259.60

7. SECTION G OF EXHIBIT B, PAYMENT ARRANGEMENTS Periodic Compensation, is amended to state in its entirety:

Section G Exhibit B			
	Sheriff	Probation	Total
Year 1 Contract Services	\$5,578,522.00	\$989,402.00	\$6,567,924.00
Year 2 Contract Services	\$5,745,878.00	\$1,019,084.00	\$6,764,962.00
Year 3 Contract Services	\$5,918,254.00	\$1,049,657.00	\$6,967,911.00
Year 4 Contract Services	\$8,611,598.00	\$1,067,926.00	\$9,679,524.00
Year 5 Contract Services	\$8,869,946.00	\$1,099,964.00	\$9,969,910.00
Year 6 Contract Services	\$11,666,367.00	\$1,343,551.00	\$13,009,918.00
Year 7 Contract Services	\$12,249,687.00	\$1,410,729.00	\$13,660,416.00
04/01/24 - 06/30/24 Costs	\$3,062,421.67	\$352,682.25	\$3,415,103.92
Total Contract Services	\$61,702,673.67	\$8,332,995.25	\$70,035,668.92
Year 1 Pharmacy	\$416,100.00	\$105,000.00	\$521,100.00
Year 2 Pharmacy	\$311,200.00	\$105,000.00	\$416,200.00
Year 3 Pharmacy	\$436,200.00	\$105,000.00	\$541,200.00
Year 4 Pharmacy	\$403,800.00	\$105,000.00	\$508,800.00
Year 5 Pharmacy	\$895,700.00	\$105,000.00	\$1,000,700.00
Year 6 Pharmacy	\$714,500.00	\$126,000.00	\$840,500.00
Year 7 Pharmacy	\$978,315.00	\$60,407.00	\$1,038,722.00
04/01/24 - 06/30/24 Costs	\$425,000.00	\$15,101.68	\$440,101.68
Total Pharmacy	\$4,580,815.00	\$726,508.68	\$5,307,323.68
EMR One Time	\$15,000.00	\$8,500.00	\$23,500.00
Year 1 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 2 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 3 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 4 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 5 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 6 EMR	\$21,922.00	\$2,295.00	\$24,217.00
Year 7 EMR	\$21,921.00	\$2,295.00	\$24,216.00
04/01/24 - 06/30/24 Costs	\$5,480.25	\$573.75	\$6,054.00
Total EMR	\$167,643.25	\$24,478.75	\$192,122.00
Total Contract Cost	\$66,451,131.92	\$9,083,982.68	\$75,535,114.60

8. EXHIBIT E-1, STAFFING MATRICES is added and shall also apply to this Temporary Extension period. The dates shall be amended to apply through June 30, 2024.

9. EXHIBIT F-1, SALARY PLAN is added and shall also apply to this Temporary Extension period. The dates shall be amended to apply through June 30, 2024.
10. COUNTY and CONTRACTOR are meeting and conferring to reconcile the payment reductions set forth under Section 17.2 of the Agreement. The execution of this Amendment does not waive any of the Parties' respective rights under the Agreement. CONTRACTOR shall provide requested records within 30 days of execution of this Amendment to support the reimbursements owed to the County under Section 17.2 of the Agreement.
11. The following sections shall be added to the Agreement:

Section 34. Mandatory Disclosure

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY whenever it has credible evidence of the commission of all violations of Federal criminal law involving fraud, bribery, or gratuity violations found in violation of Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure shall be in writing to the Federal agency, the agency's Office of Inspector General, and the COUNTY. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

Section 35. Prohibition of Expending Local Agency State or Federal Funds for Lobbying

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:
 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Section 36. Clean Air Act and Federal Water Pollution Control Act

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

Section 37. Procurement of Recovered Materials

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Section 38. Domestic Preferences for Procurements

CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 39. Telecommunications Prohibitions

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or

obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Section 40. Drug-free Workplace

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

EXHIBIT B

PAYMENT
ARRANGEMENTS Periodic
Compensation

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$75,535,114.60.

- A. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- B. Monthly, the 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.
- C. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- D. Installation and initial startup costs for an EMR have already been paid in Year 1 and are listed in G.
- E. The rate for calculating the Monthly EMR service fee is set at \$1.75 multiplied by the monthly ADP of all Sheriff's and Probation Department facilities.
Example: The Sheriff's Main Jail ADP for the month of July 2016 was 793. The Probation Department's facilities ADP for the month of July 2016 was 103. (793 + 103) X \$1.75 = \$1,568.00.
- F. Santa Barbara County Summary of Costs for the period of April 1, 2024 through June 30, 2024:

	Main Jail	NBJ	Sheriff Total	Probation	County Total
Current Labor	\$1,819,515.57	\$767,675.79	\$2,587,191.36	\$297,435.88	\$2,884,627.24
Services and Supplies	\$45,547.09	\$17,340.40	\$62,887.49	\$2,387.78	\$65,275.27
Other Direct	\$112,718.24	\$54,271.75	\$166,989.98	\$5,104.10	\$172,094.08
Subtotal	\$1,977,780.90	\$839,287.93	\$2,817,068.82	\$304,927.76	\$3,121,996.58
G&A	\$196,282.28	\$49,070.57	\$245,352.85	\$47,754.49	\$293,107.34
Pharmacy	\$225,000.00	\$200,000.00	\$425,000.00	\$15,101.68	\$440,101.68
EMR	\$3,836.25	\$1,644.00	\$5,480.25	\$573.75	\$6,054.00
Total Healthcare Services	\$2,402,899.43	\$1,090,002.50	\$3,492,901.92	\$368,357.68	\$3,861,259.60

G. Santa Barbara County Life of the Agreement Costs:

Section G Exhibit B			
	Sheriff	Probation	Total
Year 1 Contract Services	\$5,578,522.00	\$989,402.00	\$6,567,924.00
Year 2 Contract Services	\$5,745,878.00	\$1,019,084.00	\$6,764,962.00
Year 3 Contract Services	\$5,918,254.00	\$1,049,657.00	\$6,967,911.00
Year 4 Contract Services	\$8,611,598.00	\$1,067,926.00	\$9,679,524.00
Year 5 Contract Services	\$8,869,946.00	\$1,099,964.00	\$9,969,910.00
Year 6 Contract Services	\$11,666,367.00	\$1,343,551.00	\$13,009,918.00
Year 7 Contract Services	\$12,249,687.00	\$1,410,729.00	\$13,660,416.00
04/01/24 - 06/30/24 Costs	\$3,062,421.67	\$352,682.25	\$3,415,103.92
Total Contract Services	\$61,702,673.67	\$8,332,995.25	\$70,035,668.92
Year 1 Pharmacy	\$416,100.00	\$105,000.00	\$521,100.00
Year 2 Pharmacy	\$311,200.00	\$105,000.00	\$416,200.00
Year 3 Pharmacy	\$436,200.00	\$105,000.00	\$541,200.00
Year 4 Pharmacy	\$403,800.00	\$105,000.00	\$508,800.00
Year 5 Pharmacy	\$895,700.00	\$105,000.00	\$1,000,700.00
Year 6 Pharmacy	\$714,500.00	\$126,000.00	\$840,500.00
Year 7 Pharmacy	\$978,315.00	\$60,407.00	\$1,038,722.00
04/01/24 - 06/30/24 Costs	\$425,000.00	\$15,101.68	\$440,101.68
Total Pharmacy	\$4,580,815.00	\$726,508.68	\$5,307,323.68
EMR One Time	\$15,000.00	\$8,500.00	\$23,500.00
Year 1 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 2 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 3 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 4 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 5 EMR	\$20,664.00	\$2,163.00	\$22,827.00
Year 6 EMR	\$21,922.00	\$2,295.00	\$24,217.00
Year 7 EMR	\$21,921.00	\$2,295.00	\$24,216.00
04/01/24 - 06/30/24 Costs	\$5,480.25	\$573.75	\$6,054.00
Total EMR	\$167,643.25	\$24,478.75	\$192,122.00
Total Contract Cost	\$66,451,131.92	\$9,083,982.68	\$75,535,114.60

**Contract years already completed*

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Holly L. Benton
Chief Probation Officer

By: Holly L. Benton
Department Head

CONTRACTOR:

California Forensic Medical Group, Inc./
Wellpath

By: _____
Authorized Representative

Name: _____

Title: _____

RECOMMENDED FOR APPROVAL:

Bill Brown
Sheriff/Coroner

By: Bill Brown
Sheriff-Coroner

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Betsy M. Schaffer
Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Management

By: Greg Milligan
Risk Management

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Paul Lee
Deputy County Counsel

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

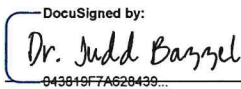
RECOMMENDED FOR APPROVAL:

Holly Benton
Chief Probation Officer

CONTRACTOR:

California Forensic Medical Group, Inc./
Wellpath

By: _____
Department Head

By:  _____
Authorized Representative

Name: Dr. Judd Bazzel

Title: President

RECOMMENDED FOR APPROVAL:

Bill Brown
Sheriff/Coroner

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Sheriff-Coroner

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Management

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Risk Management

By: _____
Deputy County Counsel