

# Attachment

# G

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THE FIFTH Amendment** to the Agreement for Services of Independent Contractor, is made and entered into this 12<sup>th</sup> day of September 2023, 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**, 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, 2023, through March 31, 2024 (Second 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 \$71,673,855.

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

Year 7 4/1/2023 - 3/31/2024	Main Jail	NBJ	Sheriff Total	Probation	County Total
Total Labor	\$7,278,062.28	\$3,070,703.14	\$10,348,765.42	\$1,189,743.53	\$11,538,508.95
Services and Supplies	\$182,188.36	\$69,361.58	\$251,549.94	\$9,551.13	\$261,101.07
Other Direct	\$450,872.94	\$217,086.98	\$667,959.92	\$20,416.39	\$688,376.31
Subtotal	\$7,911,123.58	\$3,357,151.70	\$11,268,275.28	\$1,219,711.05	\$12,487,986.33
G&A	\$785,129.12	\$196,282.28	\$981,411.40	\$191,017.95	\$1,172,429.35
Pharmacy	\$534,687.00	\$443,628.00	\$978,315.00	\$60,406.70	\$1,038,721.70
EMR	\$15,345.00	\$6,576.00	\$21,921.00	\$2,295.00	\$24,216.00
<b>Total Healthcare Services</b>	<b>\$9,246,284.70</b>	<b>\$4,003,637.98</b>	<b>\$13,249,922.68</b>	<b>\$1,473,430.70</b>	<b>\$14,723,353.38</b>

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

	Sheriff	Probation	Total
Year 1 Contract Services*	\$ 5,578,522	\$ 989,402	\$ 6,567,924
Year 2 Contract Services*	\$ 5,475,878	\$ 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
Year 7 Contract Services*	\$ 12,249,687	\$ 1,410,729	\$ 13,660,416
<b>Total Contract Services</b>	<b>\$ 58,640,252</b>	<b>\$ 7,980,313</b>	<b>\$ 66,620,565</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
Year 7 Pharmacy*	\$ 978,315	\$ 60,407	\$ 1,010,108
<b>Total Pharmacy</b>	<b>\$ 4,155,815</b>	<b>\$ 711,407</b>	<b>\$ 4,867,222</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
Year 7 EMR*	\$ 21,921	\$ 2,295	\$ 24,216
<b>Total EMR</b>	<b>\$ 162,163</b>	<b>\$ 23,905</b>	<b>\$ 186,068</b>
<b>Total Contact Cost</b>	<b>\$ 62,958,230</b>	<b>\$ 8,715,625</b>	<b>\$ 71,673,855</b>

8. EXHIBIT E, STAFFING MATRICES

9. EXHIBIT F ,SALARY PLAN

Shall include ATTACHMENT B, EXHIBIT F-1, SALARY PLAN – April 1, 2023, through March 31, 2024.

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

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

**ATTEST:**

**COUNTY OF SANTA BARBARA:**

**IN WITNESS WHEREOF**, the parties have executed this Fifth 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 Benton  
Chief Probation Officer

By: \_\_\_\_\_  
Department Head

**CONTRACTOR:**

California Forensic Medical Group, Inc./  
Wellpath

By:  \_\_\_\_\_  
Authorized Representative

Name: Grady Judson Bazzel, MD

Title: President

**RECOMMENDED FOR APPROVAL:**

Bill Brown  
Sheriff/Corner

By: \_\_\_\_\_  
Sheriff

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan  
Risk Management

By: \_\_\_\_\_  
Risk Management

**APPROVED AS TO FORM:**

Rachel Van Mullen  
County Counsel

By: \_\_\_\_\_  
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: \_\_\_\_\_

Title: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Bill Brown  
Sheriff/Coroner

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  8-31-23  
Sheriff

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan  
Risk Management

**APPROVED AS TO FORM:**

Rachel Van Mullen  
County Counsel

By: \_\_\_\_\_  
Risk Management

By: \_\_\_\_\_  
Deputy County Counsel