

Attachment A

*Seventh Amendment to Agreement
for Services of Independent
Contractor for Jail/Probation Medical
and Jail Mental Health Services*

**SEVENTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOR JAIL/PROBATION MEDICAL AND JAIL MENTAL HEALTH SERVICES**

THE SEVENTH Amendment to the Agreement for Services of Independent Contractor for Jail /Probation Medical Services and Jail Mental Health Services, is made and entered into this 25th day of June, 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 3340 Perimeter Hill Dr., Nashville, TN 37211 (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, on May 7, 2024, COUNTY approved the Sixth Amendment to the Agreement;

WHEREAS, the term of the Agreement commenced on April 1, 2017 and expires on June 30, 2024;
and

WHEREAS, the parties now desire to amend the Agreement to extend the Term for nine months on July 1, 2024, through March 31, 2025.

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:

For the Seventh Amendment to this Agreement, CONTRACTOR shall commence performance on July 1, 2024, and end performance upon completion, but no later than March 31, 2025 unless otherwise directed by COUNTY or unless earlier terminated.

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 \$88,868,801.85.

6. SECTION F-2 OF EXHIBIT B, PAYMENT ARRANGEMENTS Periodic Compensation, is amended to add:

7/1/24 - 3/31/25 Costs (Existing Services w Staffing Additions Effective 7/1/24)					
	Main Jail	NBJ	Sheriff Total	Probation	County Total
Current Labor	\$5,149,843.98	\$3,801,322.47	\$8,951,166.45	\$927,999.95	\$9,879,166.40
Services and Supplies	\$117,194.26	\$53,581.82	\$170,776.08	\$7,378.25	\$178,154.33
Other Direct	\$351,680.89	\$169,327.84	\$521,008.74	\$15,924.78	\$536,933.52
Subtotal	\$5,618,719.13	\$4,024,232.13	\$9,642,951.26	\$951,302.99	\$10,594,254.25
G&A	\$983,053.12	\$246,299.11	\$1,229,352.23	\$147,776.27	\$1,377,128.50
Total excl Pharmacy/EMR	\$6,601,772.25	\$4,270,531.24	\$10,872,303.49	\$1,099,079.26	\$11,971,382.75
Pharmacy	\$607,609.00	\$575,000.00	\$1,182,609.00	\$60,000.00	\$1,242,609.00
EMR	\$11,508.75	\$4,932.00	\$16,440.75	\$1,721.25	\$18,162.00
Total Healthcare Services	\$7,220,890.00	\$4,850,463.24	\$12,071,353.24	\$1,160,800.51	\$13,232,153.75

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 Services	\$3,062,421.67	\$352,682.25	\$3,415,103.92
07/01/24 - 03/31/25 Services	\$10,872,303.49	\$1,099,079.26	\$11,971,382.75
Total Contract Services	\$72,574,977.16	\$9,432,074.51	\$82,007,051.67
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 Pharmacy	\$425,000.00	\$15,101.68	\$440,101.68
07/01/24 - 03/31/25 Pharmacy	\$1,182,609.00	\$60,000.00	\$1,242,609.00
Total Pharmacy	\$5,763,424.00	\$786,508.68	\$6,549,932.68
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 EMR	\$5,480.25	\$573.75	\$6,054.00
07/01/24 - 03/31/25 EMR	\$16,440.75	\$1,721.25	\$18,162.00
Total EMR	\$184,084.00	\$26,200.00	\$210,284.00
Total Contract Cost	\$78,522,485.16	\$10,244,783.19	\$88,767,268.35

8. EXHIBIT E-2, STAFFING MATRICES is added and shall also apply to this Extension period. The dates shall be amended to apply through March 31, 2025.
9. EXHIBIT F-2, SALARY PLAN is added and shall also apply to this Extension period. The dates shall be amended to apply through March 31, 2025.
10. EXHIBIT A, STATEMENT OF WORK shall be replaced by Amended EXHIBIT A - Seventh Amendment and shall apply through March 31, 2025.
11. COUNTY and CONTRACTOR are meeting and conferring to reconcile the payment reductions from Contract Year 2023, 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 related to payment reductions from Contract Year 2023 within 30 days of execution of this Amendment to support the reimbursements owed to the County under Section 17.2 of the Agreement.

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: _____
Department Head

CONTRACTOR:

California Forensic Medical Group, Inc./
Wellpath

By: _____
Authorized Representative

Name: _____

Title: _____

RECOMMENDED FOR APPROVAL:

Bill Brown
Sheriff/Coroner

By:  6.14.24
Sheriff-Coroner

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 Mullem
County Counsel

By: _____
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this Seventh 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: Dr. Grady Judson Bazzel
Authorized Representative

Name: Dr. Grady Judson Bazzel

Title: President

RECOMMENDED FOR APPROVAL:

Bill Brown
Sheriff/Coroner

By: _____
Sheriff-Coroner

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Management

By: Greg Milligan
Risk Management

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Rana Warren
Deputy County Counsel