

Attachment B

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

FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor (hereafter the "First Amendment"), is made and entered into this 19th day of May 2020, by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "County") and California Forensic Medical Group, a California corporation (hereafter "Contractor"). For purposes of this First Amendment, the County and Contractor shall be referred to collectively as the "Parties."

WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor on February 28, 2017 with an effective date of April 1, 2017, (hereafter the "Agreement"), by which Contractor agreed to provide healthcare services (medical and mental health) to Sheriff's Office Main Jail inmate population and for medical services only for Probation's juvenile facilities; and

WHEREAS, the Agreement provides that the term of the Agreement shall commence on April 1, 2017, and end on March 31, 2022;

WHEREAS, the Parties desire to amend the Agreement to expand healthcare services (medical and mental health) to the Sheriff's Office Northern Branch Jail, readjust staffing for the existing Sheriff's Main Jail Facility and medical services only for Probation's juvenile facilities including staffing modifications, and updated language as necessary.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The end of the term of the Agreement will remain March 31, 2022.
2. Healthcare services (medical and mental health) will be provided at the Sheriff's Office Main Jail and Northern Branch Jail and medical services only for Probation's juvenile facilities.
3. The total amount of the Agreement, including the First Amendment, is not to exceed \$21,238,371 for the remainder of the term of the Agreement.
4. Exhibits A, B, E, F, G, H, and I to the Agreement are deleted and replaced with the attached amended exhibits. These Exhibits shall be marked and denoted with the following reference: "Amended Exhibit—2020."
5. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective on the date executed by the County.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
County of Santa Barbara Sheriff's
Office

RECOMMENDED FOR APPROVAL:
Santa Barbara County Probation
Department

By: Bill Brown 5/18/20
Bill Brown, Sheriff

By: Tanja Heitman
Tanja Heitman, Chief Probation
Officer

CONTRACTOR:
California Forensic Medical Group
(CFMG)

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: Cindy P. Watson
Authorized Representative

By: Michelle Montez
Michelle Montez (May 13, 2020)
Deputy

Name: Cindy Watson
Title: Division President

**APPROVED AS TO ACCOUNTING
FORM:**
Betsy M. Schaffer, CPA
Auditor-Controller

APPROVED AS TO FORM:
Risk Management

By: C. Edith
Deputy

By: Ray
Risk Management

SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor (hereafter the "Second Amendment"), is made and entered into this 18th day of August 2020, by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "County") and California Forensic Medical Group, a California corporation (hereafter "Contractor"). For purposes of this Second Amendment, the County and Contractor shall be referred to collectively as the "Parties."

WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor on February 28, 2017 with an effective date of April 1, 2017, (hereafter the "Agreement"), by which Contractor agreed to provide healthcare services (medical and mental health) to Sheriff's Office Main Jail inmate population and for medical services only for Probation's juvenile facilities; and

WHEREAS, the Agreement provides that the term of the Agreement shall commence on April 1, 2017, and end on March 31, 2022;

WHEREAS, the Parties amended the Agreement on May 19, 2020.

WHEREAS, the Parties desire to amend the Agreement to expand services to operate a Jail Based Competency Treatment Program within the existing Main Jail Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The end of the term of the Agreement will remain March 31, 2022.
2. The total amount of the Agreement, including the Second Amendment, is not to exceed \$22,723,309.20 for the remainder of the term of the Agreement.
3. The portion for the Jail Based Competency Treatment Program is not to exceed \$1,484,938.20 for the remainder of the term of the Agreement.
4. The Jail Based Competency Treatment Program Staffing Matrix is to be added to Exhibit E as Exhibit E2.
5. The Jail Based Competency Treatment Program Wellpath Costs are to be added to Exhibit B as Exhibit B2.
6. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to be effective on the date executed by the County.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shalee Diabona
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Gregg Hart
Gregg Hart, Chair
Board of Supervisors

Date: 8-18-20

RECOMMENDED FOR APPROVAL:

County of Santa Barbara Sheriff's
Office

By: Bill Brown 7/16/20
Bill Brown, Sheriff

RECOMMENDED FOR APPROVAL:

Santa Barbara County Probation
Department

By: Tanja Heitman
Tanja Heitman, Chief Probation
Officer

CONTRACTOR:

California Forensic Medical Group
(CFMG)

By: Cindy Watson
Authorized Representative

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy

Name: Cindy Watson
Title: Chief Operating Officer

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA
Auditor-Controller

APPROVED AS TO FORM:

Risk Management

By: _____
Deputy

By: _____
Risk Management

EXHIBIT B2 – JBCT COSTS

CFMG JBCT COSTS				
Period:	Staffing:	Services/Supplies:	Initial Start-Up Costs:	Totals:
FY2020-21	\$802,131.00	\$16,092.00	\$35,000.00	\$853,223.00
FY2021-22*	\$619,646.20	\$12,069.00	\$0.00	\$631,715.20
Totals:	\$1,421,777.20	\$28,161.00	\$35,000.00	\$1,484,938.20

*Note: FY2021-22 CFMG Contract ends 3/31/2022 (3/4 of fiscal year) - amounts adjusted accordingly (includes 3% CPI for Year 2)

EXHIBIT E-2 – JBCT STAFFING

CFMG JBCT STAFFING PLAN (SBI)		
Title	Hours/Week	FTEs
Program Director/Psychologist	32	0.80
Psychiatrist	10	0.25
Mental Health Clinician	40	1.00
Competency Trainer	40	1.00
Administrative Assistant	24	0.60
Totals:	146	3.65

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 16th 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
Subtotal Expenses	\$ 7,534,403.41	\$ 3,197,287.33	\$ 10,731,690.74	\$ 1,161,629.57	\$ 11,893,320.31
G&A	\$ 747,742.02	\$ 186,935.50	\$ 934,677.52	\$ 181,921.86	\$ 1,116,599.38
Total Healthcare Services	\$ 8,282,145.43	\$ 3,384,222.83	\$ 11,666,368.26	\$ 1,343,551.43	\$ 13,009,919.69
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
Total	\$ 9,018,549.50	\$ 3,384,222.83	\$ 12,402,772.33	\$ 1,471,846.16	\$ 13,874,618.49

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:

	Sheriff	Probation	Total
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
Total Contract Services	\$ 46,390,565	\$ 6,569,584	\$ 52,960,149
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
Total Pharmacy	\$ 3,177,500	\$ 651,000	\$ 3,828,500
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
Total EMR	\$ 140,242	\$ 21,610	\$ 161,852
Total Contract Cost	\$ 49,708,307	\$ 7,242,194	\$ 56,950,501

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: _____
Deputy Clerk

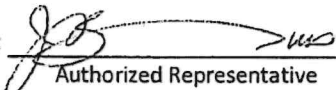
By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Tonja Heitman
Chief Probation Officer

CONTRACTOR:
California Forensic Medical Group/Wellpath

By: _____
Department Head

By:  _____
Authorized Representative

Name: GRADY J. BAZZEC, MD

Title: PRESIDENT

RECOMMENDED FOR APPROVAL:
Bill Brown
Sheriff/Coroner

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

By:  8/8/22
Department Head

By: _____
Deputy

APPROVED AS TO FORM:
Greg Milligan
Risk Manager

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: _____
Risk Management

By: _____
Deputy County Counsel

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THE FIFTH Amendment to the Agreement for Services of Independent Contractor, is made and entered into this 12th 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
Total Healthcare Services	\$9,246,284.70	\$4,003,637.98	\$13,249,922.68	\$1,473,430.70	\$14,723,353.38

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
Total Contract Services	\$	58,640,252	\$ 7,980,313	\$ 66,620,565
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
Total Pharmacy	\$	4,155,815	\$ 711,407	\$ 4,867,222
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
Total EMR	\$	162,163	\$ 23,905	\$ 186,068
Total Contact Cost	\$	62,958,230	\$ 8,715,625	\$ 71,673,855

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:

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

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

COUNTY OF SANTA BARBARA:

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: Holly L. Benton

Department Head

By: 

Authorized Representative

Name: Grady Judson Bazzel, MD

Title: President

RECOMMENDED FOR APPROVAL:
Bill Brown
Sheriff/Corner

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

By: _____
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

Signature: Holly L. Benton
Holly L. Benton (Aug 30, 2023 13:04 PDT)

Email: hbenton@countyofsb.org

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

COUNTY OF SANTA BARBARA:

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: Grady Judson Bazzel, MD

Title: President

RECOMMENDED FOR APPROVAL:
Bill Brown
Sheriff/Coroner

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

By: _____
Sheriff

By:  _____
Juan Izquierdo (Aug 30, 2023 13:05 PDT)
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

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/Coroner

By: _____
Sheriff

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 Mullen
County Counsel

By: Paul Lee
Deputy County Counsel

Paul Lee (Aug 30, 2023 12:54 PDT)

**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).

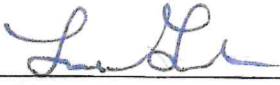
Section 40. Drug-free Workplace

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).

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

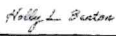
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 5.7.24

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: 
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

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

DocuSigned by:
By: Dr. Judd Bazzel
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

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. $(793 + 103) \times \$1.75 = \$1,568.00$.
- 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
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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
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Total Pharmacy	\$4,580,815.00	\$726,508.68	\$5,307,323.68
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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*