

**NAPA COUNTY AGREEMENT NO. 190201B
AMENDMENT NO. 4**

THIS AMENDMENT NO. 4 TO NAPA COUNTY AGREEMENT NO. 190201B is made and entered into as of this 1st day of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and CALIFORNIA FORENSC MEDICAL GROUP, INC., doing business as “Wellpath Management, Inc”. a California corporation, whose mailing address is 3911 Sorrento Valley Blvd., Ste, 130 San Diego, CA 92121, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITAL

WHEREAS, on December 18, 2018, COUNTY and CONTRACTOR entered into Agreement No. 190201B to provide specialized services, as authorized by Government Code Section 31000, in order to provide health care services to inmates in custody of the Napa County Department of Corrections and wards housed at the Juvenile Justice Facility; and

WHEREAS, on November 17, 2020, entered into Amendment No.1 to Agreement No. 190201 B to amend the Agreement to change the method of payment from quarterly to monthly; and

WHEREAS, on June 4, 2022, COUNTY and CONTRACTOR entered into Addendum No. I to Agreement No. 190201B to add COVID-19 Testing of Napa County Staff including employees from the Corrections Department, Probation Department, Juvenile Hall and employees of any other County Department who requires COVID-19 testing, subject to the same terms and conditions contained within the Original Agreement and as set forth below; and

WHEREAS, on October 18, 2022, COUNTY and CONTRACTOR entered into Amendment No. 2 to Agreement No. 190201B to increase the monthly payment by the amount of \$69,688 for inmate health services in order to attract and retain staff in the current competitive hiring environment commencing November 1, 2022; and

WHEREAS, on May 1, 2025, COUNTY and CONTRACTOR entered into Amendment No. 3 to Agreement No. 190201B to increase the monthly payment by the amount of \$131,565.75 for inmate health services, adding 5.925 FTE medical staff commencing May 1, 2025, and to extend the term of the Agreement and increase the monthly payment by the amount of \$15,398 commencing on July 1, 2025; and

WHEREAS, COUNTY and CONTRACTOR now desire to enter into Amendment No. 4 to Agreement No. 190201B to extend the term of the Agreement for an additional 6 months on a month-to-month basis.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 190201B as follows:

1. Paragraph 1 of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Amendment to the Agreement shall commence on the date first above written and shall continue on a month-to-month basis thereafter, automatically renewing at the end of each month for a maximum of 6 months.

2. Paragraph 9 of the Agreement is amended to read in full as follows:

Termination for Convenience. COUNTY may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to CONTRACTOR. The termination of the Agreement shall be effective 30 days after receipt of the notice by CONTRACTOR. After receipt of notice of termination of all or any portion of the Agreement, CONTRACTOR shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of CONTRACTOR's affected performance under the Agreement. CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by CONTRACTOR in performing this Agreement, whether completed or unfinished. CONTRACTOR may keep copies for its own records. COUNTY shall pay CONTRACTOR for goods and services satisfactorily provided before the effective date of termination, and reasonable costs incurred by CONTRACTOR in providing COUNTY with the data and documents required by this paragraph. CONTRACTOR shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

3. Paragraph 10 of the Agreement is amended to read in full as follows:

Termination for Cause. COUNTY may terminate this Agreement for default if CONTRACTOR fails to satisfactorily perform any material obligation required by this Agreement. Default includes CONTRACTOR's failure to timely provide goods or services in accordance with the schedule. If CONTRACTOR fails to satisfactorily cure a default within 10 days of receiving written notice from COUNTY specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of CONTRACTOR, and any person claiming any rights by or through CONTRACTOR under this Agreement. The rights and remedies of COUNTY enumerated in this paragraph are in addition to and independent of COUNTY'S rights under any other provision of this Agreement and any right or remedy available to COUNTY at law or in equity.

4. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.
5. Paragraph 29 is hereby added to this Agreement as follows:

State Bond Requirements: Notwithstanding any other terms in this Agreement the parties agree:

- (a) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2025 Series C (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Napa and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and
- (b) This Agreement is subject to the review and written consent of the State Public Works Board and Board of State and Community Corrections prior to execution, as is any amendment or modification thereto; and
- (c) This Agreement shall be terminable by the County of Napa, BSCC, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

IN WITNESS WHEREOF, this Amendment No. 4 of Napa County Agreement No. 190201B as of the date first above written.

CALIFORNIA FORENSIC MEDICAL GROUP, INC

By Grady J. Bazzel
GRADY JUDSON ("JUDD") BAZZEL, M.D,
President

CALIFORNIA FORENSIC MEDICAL GROUP, INC

By Richard Medrano, MD
RICHARD MEDRANO, M.D,
Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair of the Board of
Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> Deputy County Counsel</p> <p>Date: <u>May 14, 2026</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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CONSENTED TO:

CONSENT AND APPROVAL

STATE PUBLIC WORKS BOARD OF THE

STATE OF CALIFORNIA

Board of State and Community Corrections

By: _____
KOREEN H. VAN RAVENHORST
Deputy Director

STEVEN WICKLANDER
Deputy Director

Signature: Grady J. Bazzel
Grady J. Bazzel (Jun 4, 2026 15:46:16 CDT)

Email: jbazzel@zenovacare.com

Signature: Richard Medrano, MD
Richard Medrano, MD (Jun 4, 2026 17:54:05 PDT)

Email: rmedrano@wellpath.us











Napa - CFMG Amend 4 6.4.2026

Final Audit Report

2026-06-05

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-  Document created by Marcey Groves (Marcey.groves@countyofnapa.org)
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-  Document emailed to jbazzel@zenovacare.com for signature
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-  Email viewed by rmedrano@wellpath.us
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-  Email viewed by jbazzel@zenovacare.com
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-  Signer jbazzel@zenovacare.com entered name at signing as Grady J. Bazzel
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-  Document e-signed by Grady J. Bazzel (jbazzel@zenovacare.com)
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-  Signer rmedrano@wellpath.us entered name at signing as Richard Medrano, MD
2026-06-05 - 0:54:03 AM GMT
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