

**Attachment A**  
**Southern Coast Janitorial**  
**FY 2025-27 Board Contract**

Board Contract #: \_\_\_\_\_

**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

**BETWEEN**

**COUNTY OF SANTA BARBARA**

**AND**

**THOMAS RAMIREZ, D.B.A.  
SOUTHERN COAST JANITORIAL**

**FOR**

**JANITORIAL SERVICES**

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**STANDARD TERMS**  
**AND**  
**CONDITIONS**

**AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Thomas Ramirez d.b.a. Southern Coast Janitorial** with an address at 133 E De La Guerra #221, Santa Barbara, CA 93101 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth; and

**WHEREAS**, the County Board of Supervisors hereby determine that County does not have available County employee resources to perform the custodial services required by its Department of Behavioral Wellness and that County's economic interests are served by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**1. DESIGNATED REPRESENTATIVE.**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Thomas Ramirez at phone number 805-964-4993 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES.**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:                      Director  
County of Santa Barbara  
Department of Behavioral Wellness  
300 N. San Antonio Road  
Santa Barbara, CA 93110  
Fax: 805-681-5262

To Contractor:                Thomas Ramirez  
Southern Coast Janitorial  
133 E De La Guerra #221  
Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

**3. SCOPE OF SERVICES.**

Contractor agrees to provide services to County in accordance with EXHIBITS A(s) attached hereto and incorporated herein by reference.

**4. TERM.**

Contractor shall commence performance on 07/01/2025 and end performance upon completion, but no later than 12/31/2026 unless otherwise directed by County or unless earlier terminated.

**5. COMPENSATION OF CONTRACTOR.**

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B(s) attached hereto and incorporated herein by reference.

**6. INDEPENDENT CONTRACTOR.**

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

**7. STANDARD OF PERFORMANCE.**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

**8. DEBARMENT AND SUSPENSION.**

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES.**

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST.**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

- A.** County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.
- B.** Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and

Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT.**

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

## **13. COUNTY PROPERTY AND INFORMATION.**

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

## **14. RECORDS, AUDIT, AND REVIEW.**

- A.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the expiration or termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of County or as part of any audit of County, for a period of three (3) years after final payment under this Agreement. (Gov. Code, § 8546.7.)
- B.** Contractor shall participate in any audit and review, whether by federal, state, or County governments, or their designees, at no charge to the auditing and reviewing entity. If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse the amount of the audit exceptions and all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits including, but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. This Records, Audit, and Review provision shall survive expiration or termination of this Agreement.

## **15. INDEMNIFICATION AND INSURANCE.**

Contractor agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C Indemnification and Insurance Requirements attached hereto and incorporated herein by reference.



## 16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

## 17. NONEXCLUSIVE AGREEMENT.

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

## 18. NON-ASSIGNMENT.

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## 19. TERMINATION.

**A. By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

**B. By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this

Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

**C. Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

**20. SUSPENSION FOR CONVENIENCE.**

The Director of the Department of Behavioral Wellness or designee may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to one hundred twenty (120) days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**21. SECTION HEADINGS.**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**22. SEVERABILITY.**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**23. REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**24. TIME IS OF THE ESSENCE.**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. NO WAIVER OF DEFAULT.**

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement

to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

## **26. ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this Agreement after April 1 of the fiscal year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Notwithstanding any other provision of this Agreement, any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) or that are authorized by the County of Santa Barbara Board of Supervisors may be approved by the Director of the Department of Behavioral Wellness or designee in writing and shall constitute an amendment or modification of this Agreement upon execution by the Director of the Department of Behavioral Wellness or designee.

## **27. SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **28. COMPLIANCE WITH LAW.**

Contractor shall, at its sole cost and expense, comply with all federal, state, and local ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

## **29. CALIFORNIA LAW AND JURISDICTION.**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **30. EXECUTION OF COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **31. AUTHORITY.**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

### **32. SURVIVAL.**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **33. PRECEDENCE.**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### **34. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.**

- A. Contractor shall comply with the requirements of 2 Code of Federal Regulations (C.F.R.) parts 200 and 300 and 45 Code of Federal Regulations part 75, which are incorporated herein by reference.
- B. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

### **35. MANDATORY DISCLOSURES.**

- A. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. Contractor is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
- B. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
- C. Contractor shall also comply with the disclosure provisions set forth below in Section 39 (Byrd Anti-Lobbying Amendment).

**36. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

**A.** Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

**B.** As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**C.** For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**D.** In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

**E.** Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.

- F. For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
- G. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

**37. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- A. Contractor should, to the greatest extent practicable and 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).
- B. For purposes of this section:
  - 1. “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.
  - 2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- C. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

**38. PROCUREMENT OF RECOVERED MATERIALS.**

- A. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations 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.
- B. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
- C. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

**39. BYRD ANTI-LOBBYING AMENDMENT.** (Applicable to federally funded agreements in excess of \$100,000.)

**A. Certification and Disclosure Requirements.**

1. Contractor must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that Contractor has not made and will not make any payment prohibited by subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
  2. Contractor must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if Contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
  3. Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by Contractor under subsection A.2. of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:
    - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
    - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
    - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
  4. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.
  5. All disclosure forms shall be forwarded from tier to tier until received by County.
- B. Prohibition.** Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.
- C.** Contractor shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.
- 40. CLEAN AIR ACT.** (Applicable to federally funded agreements in excess of \$150,000.)
- A.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.
  - B.** Contractor agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which

provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

**41. FEDERAL WATER POLLUTION CONTROL ACT.** (Applicable to federally funded agreements in excess of \$150,000.)

A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.

B. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.



## SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Thomas Ramirez d.b.a. Southern Coast Janitorial**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on July 1, 2025.

### COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

### ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

Date: \_\_\_\_\_

### CONTRACTOR:

**THOMAS RAMIREZ D.B.A. SOUTHERN  
COAST JANITORIAL**

By:  \_\_\_\_\_  
626E1F8897B64CD...  
Authorized Representative

Name: Thomas Ramirez

Title: owner

Date: 6/17/2025

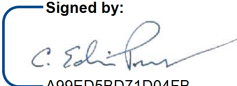
### APPROVED AS TO FORM:

RACHEL VAN MULLEM  
COUNTY COUNSEL

By:  \_\_\_\_\_  
48A252DEFFD3486...  
Deputy County Counsel

### APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

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

### RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:  \_\_\_\_\_  
2095C5A16FE1474...  
Director

### APPROVED AS TO FORM:

GREG MILLIGAN, ARM  
RISK MANAGER

By:  \_\_\_\_\_  
05E555F00269466...  
Risk Manager

## **EXHIBITS LIST**

This Agreement includes the following Exhibits:

### **EXHIBIT A – STATEMENT OF WORK (JANITORIAL SERVICES)**

EXHIBIT A Statement of Work (Janitorial Services)

EXHIBIT A-1 Crisis Stabilization Unit and Psychiatric Health Facility Cleaning  
Schedule

### **EXHIBIT B – FINANCIAL PROVISIONS**

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Contract Maximum

### **EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

EXHIBIT C Indemnification and Insurance Requirements

### **EXHIBIT D – CERTIFICATION REGARDING LOBBYING**

**EXHIBIT A**  
**STATEMENT OF WORK**  
**(JANITORIAL SERVICES)**

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**EXHIBIT A**  
**STATEMENT OF WORK**  
**(Janitorial Services)**

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1. **CONTRACTOR SERVICES.** Contractor shall provide janitorial services for the Department of Behavioral Wellness (Behavioral Wellness) as described below, and as further described in EXHIBIT A-1, including but not limited to:
  - A. Sweep and mop all tile and/or vinyl floors;
  - B. Vacuum all carpeted areas;
  - C. Clean dining area, kitchen and tables;
  - D. Clean and sanitize restrooms;
  - E. Clean offices;
  - F. Empty trash containers;
  - G. Clean laundry rooms;
  - H. Clean client rooms;
  - I. Spray and buff floors when needed;
  - J. Provide detailed cleaning of base boards, overhead light fixtures, exterior overhead vents, and cleaning of harder to reach desk areas; and
  - K. Provide emergency janitorial services at the Psychiatric Health Facility (PHF) and the Crisis Stabilization Unit (CSU) at any time outside of the days and hours of service specified in Exhibit A, Section 3 (Hours/Days of Service) upon request of the Behavioral Wellness Facilities Manager or designee.
2. **SERVICE LOCATIONS.** Contractor shall provide janitorial services at the following locations:
  - A. Crisis Stabilization Unit (CSU), 305 Camino Del Remedio, Santa Barbara, CA 93110,
  - B. Psychiatric Health Facility (PHF), 315 Camino Del Remedio, Santa Barbara, CA 93110.
3. **HOURS/DAYS OF SERVICE.** Contractor shall provide janitorial services at the schedule and frequency described below (excluding holidays as set forth in Section 4 (Holidays)):
  - A. Services shall be provided on site at the CSU and PHF seven days per week. Service hours shall be as follows:
    - i. Monday through Friday 8 AM to 6:30 PM with one-hour lunch break;
    - ii. Saturday and Sunday 9 AM to 1:30 PM.
  - B. Contractor shall make its lead janitorial staff available by phone twenty-four (24) hours a day, seven days a week so that PHF and/or CSU staff may reach Contractor in the event emergency janitorial services are required.

**4. HOLIDAYS.**

At both locations, CSU and PHF, Contractor shall observe Thanksgiving Day and Christmas Day holidays.

**5. TRAINING OF STAFF ASSIGNED TO CSU AND PHF.**

**A. Contractor shall:**

- i. Ensure Contractor's staff receive training and/or certification in the federal, state, and local regulatory requirements for cleaning medical offices prior to providing service under this Agreement;
- ii. Clean the PHF and CSU in accordance with national standards of practice in addition to all applicable federal, state and local laws and regulations, as may be amended;
- iii. Incorporate into its cleaning and disinfection practices the guidelines and recommendations set forth by the Centers for Disease Control (CDC), the Association for Professionals in Infection Prevention and Epidemiology (APIC), the Association for the Healthcare Environment (AHE), and Behavioral Wellness Environmental/Janitorial Services Policy and Procedure, as may be amended;
- iv. Continuously train CSU and PHF staff to complete required cleaning procedures during hours when Contractor staff is not present at CSU and PHF;
- v. Provide a copy of Contractor's training manual and its janitorial services policies and procedures manual annually to Behavioral Wellness; and
- vi. Notify Behavioral Wellness of subsequent revisions to Contractor's training manual and/or its janitorial services policies and procedures manual and provide Behavioral Wellness with updated copies of the manual(s) upon revision.

**6. PERSONNEL.** Contractor shall employ personnel who meet the following criteria and shall possess documentary evidence, and provide such documentary evidence to County upon County's request, of the following:

- A.** Negative Tuberculin skin test or chest x-ray taken annually;
- B.** Criminal background check(s) by Live Scan fingerprinting through the California Department of Justice (DOJ) or a DOJ authorized vendor taken pre-employment and upon written request of Behavioral Wellness; and
- C.** Negative drug screening(s) taken pre-employment and upon written request of Behavioral Wellness.

THIS SECTION LEFT BLANK INTENTIONALLY.

**EXHIBIT A-1**  
**CRISIS STABILIZATION UNIT AND PSYCHIATRIC HEALTH FACILITY**  
**CLEANING SCHEDULE**

<b>CSU and PHF</b>		
<b>CLEANING SCHEDULE</b>		
<b>General Offices, Client Rooms, Entrances, and Hallways</b>		<b>Service Frequency</b>
Empty trash and recycling receptacles. Replace liners where applicable		7 days/week
Detail vacuum all carpeted areas		7 days/week
Dust mop all vinyl flooring		7 days/week
Clean and sanitize telephones		Weekly
Detail Dust - 7' and under		7 days/week
Detail Dust - 7' and over		Monthly
Dust all horizontal surfaces within normal reach		7 days/week
Spot clean walls, light switches and doors		7 days/week
Polish all desktops and wood surfaces		7 days/week
Spot clean hand prints from doors and walls		7 days/week
Spot clean carpet 7" in diameter		7 days/week
Mop floors with neutral floor sanitizer		7 days/week
Clean base boards		Monthly
Vacuum walk off mats		7 days/week
Sweep outside front entrance		7 days/week
Spot clean front glass doors (inside and out)		7 days/week
Sweep and mop tile floors		7 days/week
Dust all book cases, furniture, etc.		7 days/week
Spot clean chairs		As needed

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**EXHIBIT A-1**  
**CRISIS STABILIZATION UNIT AND PSYCHIATRIC HEALTH FACILITY**  
**CLEANING SCHEDULE**

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<b>Kitchen and Break Room</b>	<b>Service Frequency</b>
Empty trash and recycling receptacles and replace liners	7 days/week
Sweep and damp mop all floors	7 days/week
Clean interior and exterior of microwave	7 days/week
Clean and polish trans cans, stainless steel	7 days/week
Clean exterior of appliances	7 days/week
Spot clean doors, walls and light switches	7 days/week
Clean and sanitize water dispensers	7 days/week
Clean and sanitize interior of trash and recycling receptacles	Monthly
Clean sinks, counter tops and back splash areas	7 days/week
Sanitize all eating areas, tables and chairs	7 days/week
Clean refrigerator interior	Upon Request
<b>Restrooms and Laundry Area</b>	<b>Service Frequency</b>
Clean and sanitize urinals, toilets, sinks, partitions, etc.	7 days/week
Sweep restroom floors and mop with germicidal cleaner	7 days/week
Clean all mirrors	7 days/week
Replace and fill all paper products, hand soap, liners, etc.	7 days/week
Remove all smudges from partitions, doors and walls	7 days/week
Clean overhead vents	7 days/week
Polish all stainless steel	7 days/week
Wipe down washer and dryers	1 day/week

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**EXHIBIT A-1**  
**CRISIS STABILIZATION UNIT AND PSYCHIATRIC HEALTH FACILITY**  
**CLEANING SCHEDULE**

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Sweep behind washer and dryer	1 day/week
Wipe down tile over 7'	1 day/week
Pour water/cleaner down drains to prevent back gas odors	1 day/week
<b><u>Other</u></b>	<b>Service Frequency</b>
Remove spider/cobwebs from comers and edges	Bi-weekly
Detail cleaning of base boards and overhead light fixtures	Monthly
Detail cleaning under and behind desks, printers and computers	Quarterly
Detail cleaning of exterior overhead vents	Quarterly
Clean exterior front entrance	Upon request of County
Other requested extra cleaning including, but not limited to, the provision of emergency janitorial services as described in Exhibit A Section 1	Upon County's request
<b>*Additional Specialty Services:</b>	<b>Service Frequency:</b>
Clean metal screens	Upon County's request
Detail kitchen cabinets inside and out	Upon County's Request
Detail interior windows and frames	Upon County's request
Detail metal door area	Upon County's request
Disinfect client rooms	Upon County's request
Steam clean carpets	Upon County's request
Clean windows	Upon County's request



# **EXHIBIT B**

# **FINANCIAL PROVISIONS**

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**EXHIBIT B**  
**FINANCIAL PROVISIONS**

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(Applicable to the program described in Exhibit(s) A & A-1)

(With attached *Exhibit B-1* (Schedule of Rates and Contract Maximum))

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount including, but not limited to, cost reimbursement for special cleaning services, for a maximum contract amount not to exceed **\$217,500** for FY 2025-27, inclusive of \$145,000 for FY 2025-26 and \$72,500 for FY 2026-27, during the term of this Agreement.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance of the services specified in **EXHIBIT A** and **EXHIBIT A-1**, as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the rates as defined in **EXHIBIT B-1** (Schedule of Rates and Contract Maximum).
- C. Upon completion of the work detailed in **EXHIBIT A** and **EXHIBIT A-1** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to Behavioral Wellness Accounts Payable an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY designated representative shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of Exhibit B-1 Behavioral Wellness Accounts Payable 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.

Santa Barbara County Department of Behavioral Wellness  
Attn: Accounts Payable  
429 North San Antonio Road  
Santa Barbara, CA 93110  
[ap@sbcbwell.org](mailto:ap@sbcbwell.org)

- D. 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.

**EXHIBIT B-1**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
(Applicable to the program described in Exhibit(s) A & A-1)

<b>Type of Service FY 2025-26</b>	<b>Maximum Rate</b>	<b>Annual Rate</b>
Monthly Janitorial Service - Crisis Stability Unit (CSU)	\$1,010/month	\$12,120/year
Monthly Janitorial Service - Psychiatric Health Facility (PHF)	\$6,450/month	\$77,400/year
*Bi -Weekly Terminal Cleaning - State and federal required detailed cleaning and disinfecting PHF and CSU	\$1,500/month	\$18,000/year
Emergency or Other Specialty Services as needed and requested by Behavioral Wellness		\$37,480 (max per FY) As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice (Services must be pre-approved by Behavioral Wellness Facilities)
<b>FY 2025-26 Total Contract Maximum Amount not to exceed</b>		<b>\$145,000</b>
<b>FY 2026-27 Total Contract Maximum Amount not to exceed</b>		<b>\$ 72,500</b>
<b>FY 2025-27 TOTAL CONTRACT MAXIMUM AMOUNT not to exceed</b>		<b>\$217,500</b>

**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**

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## EXHIBIT C

### INDEMNIFICATION AND INSURANCE REQUIREMENTS (For Service Contracts Not Requiring Professional Liability Insurance)

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#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR’S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**EXHIBIT D**  
**CERTIFICATION REGARDING**  
**LOBBYING**



**Attachment 1**  
**State of California Department of Health Care Services**  
**CERTIFICATION REGARDING LOBBYING**

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 agency of the United States Government, 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, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.
3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients must certify and disclose accordingly.

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.C., any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2.

\_\_\_\_\_  
 Name of Contractor

\_\_\_\_\_  
 Printed Name of Person Signing for Contractor

\_\_\_\_\_  
 Contract / Grant Number

\_\_\_\_\_  
 Signature of Person Signing for Contractor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness Contracts Division  
 Attn: Contracts Manager  
 429 N. San Antonio Rd.  
 Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

## Attachment 2

### CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)  
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
—	a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	—	a. bid/offer/application b. initial award c. post-award		a. initial filing b. material change  For Material Change Only: Year_____ quarter_____ date of last report_____.
4. Name and Address of Reporting Entity:				5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier , if known:  Congressional District, If known:				Congressional District, If known:	
6. Federal Department/Agency				7. Federal Program Name/Description:	
				CDFA Number, if applicable:	
8. Federal Action Number, if known:				9. Award Amount, if known:	
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):				b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
<b>Federal Use Only</b>				Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.