

**Attachment A –
Fred Berge, M.D. FY 2025-27
Contractor on Payroll
First Amendment**

**FIRST AMENDMENT TO THE AGREEMENT
FOR SERVICES OF CONTRACTOR ON PAYROLL**

THIS FIRST AMENDMENT to the Agreement for Services of Contractor on Payroll is made by and between the County of Santa Barbara (hereafter, COUNTY), a political subdivision of the State of California, and Fred Berge, M.D. (hereafter, CONTRACTOR), an individual with a principal place of business at 4444 Calle Real, Santa Barbara, CA 93110, for the continued provision of services specified herein (hereafter, First Amendment).

WHEREAS, in June 2025, COUNTY and CONTRACTOR (collectively, the parties) entered into an Agreement for Services of Contractor on Payroll for the provision of psychiatric services for a total maximum contract amount not to exceed \$154,000 for the period of July 1, 2025, through June 30, 2026 (hereafter, Agreement); and

WHEREAS, the parties wish to make certain changes to the Agreement through this First Amendment to extend the contract term for an additional fiscal year (FY) for a revised contract term of July 1, 2025, through June 30, 2027, update certain standard terms and conditions in compliance with state and federal requirements or to clarify the obligations of the parties, increase paid hours for FY 2025-26 by 200 hours for a total of 1,240 hours, add paid hours for FY 2026-27 for a total of 1,560 hours, and increase the contract amount by \$265,910 for a revised, total maximum contract amount not to exceed **\$419,910**, inclusive of \$182,442 for FY 2025-26 and \$237,468 for FY 2026-27 (Exhibit B).

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

I. Delete Section 4, Term, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

4. TERM.

CONTRACTOR shall commence performance on July 1, 2025 and end performance upon completion, but no later than June 30, 2027 unless otherwise directed by COUNTY or unless earlier terminated.

II. Delete Section 7, Benefits, Subsection D, Other, Subsection 1, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

7. BENEFITS.

D. Other:

1. CONTRACTOR will be offered health insurance coverage upon execution of the contract if the CONTRACTOR is scheduled to work at least thirty (30) hours per week during the contract period. CONTRACTOR will be offered health insurance coverage if the CONTRACTOR works an average of at least thirty (30) hours or more per week, over a standard measurement period of twenty-six (26) pay periods. Health insurance coverage premium deductions shall be assessed in

accordance with COUNTY'S standard benefit deduction schedule and shall be determined based upon twenty-four (24) pay periods in a calendar year.

III. Delete Section 12, Ownership of Documents, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

12. OWNERSHIP OF DOCUMENTS.

- 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.

IV. Delete Section 16, Non-Assignment, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

16. 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.

V. Delete Section 25, Compliance with Law, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

25. COMPLIANCE WITH LAW.

CONTRACTOR shall, at CONTRACTOR’S 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 including, but not limited to, COUNTY’S Drug-Free Workplace and Workplace Violence Prevention 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.

VI. Delete Exhibit B, Contractor on Payroll Compensation, of the Agreement, and replace it with the following:

EXHIBIT B

CONTRACTOR ON PAYROLL

COMPENSATION

COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement upon biweekly submission by CONTRACTOR of a timesheet, and such payment shall be subject to deductions and withholding of state and federal taxes. In no event shall the compensation payable exceed the total sum of **\$419,910**, inclusive of \$182,442 for fiscal year (FY) 2025-26 (July 1, 2025–June 30, 2026) and \$237,468 for FY 2026-27 (July 1, 2026–June 30, 2027) without written amendment. This not-to-exceed amount includes the following:

- \$182,442 for 1,240 total paid hours at a rate of \$147.131 per hour for FY 2025-26.
- \$237,468 for 1,560 total paid hours at a rate of \$152.223 per hour for FY 2026-27.
- Total paid hours include 80 hours of paid leave (must be at least 24 hours) for FY 2025-26.
- Total paid hours include 120 hours of paid leave (must be at least 24 hours) for FY 2026-27.
 - Upon execution of this First Amendment by COUNTY, the increase in paid leave from 80 hours to 120 hours will be pro-rated until June 30, 2026.
- \$416.28 for health insurance coverage bi-weekly should the CONTRACTOR be eligible for and elect coverage.
- \$0 for dental and vision insurance coverage should the CONTRACTOR be eligible for and elect coverage.
- Paycheck deductions for medical, dental, and vision premiums are pre-tax.

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- VII. Effectiveness.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- VIII. Execution of Counterparts.** This First Amendment 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.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

First Amendment to the Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and **Fred Berge, M.D.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

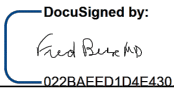
Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:
FRED BERGE, M.D.

By:  _____
Authorized Representative

Name: Fred Berge

Title: M.D.

Date: 3/19/2026

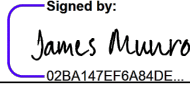
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

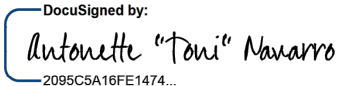
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:  _____
Director

APPROVED AS TO FORM:

MARISA KAHN, INTERIM RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:  _____
Interim Risk Manager