

## AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

**THIS AGREEMENT** (hereafter Agreement) 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. an individual (hereafter CONTRACTOR), with a principal place of business at 4444 Calle Real, Santa Barbara, CA 93110, wherein CONTRACTOR agrees to provide, and COUNTY agrees to accept, the services specified herein.

**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 designated representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Fred Berge, M.D. at phone number 805-681-5190 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 first class mail, postage prepaid, delivered as follows:

To <b>COUNTY:</b>	Director Santa Barbara County Department of Behavioral Wellness 300 N. San Antonio Road, Bldg. 3 Santa Barbara, CA 93110
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To <b>CONTRACTOR:</b>	Fred Berge, M.D. 4444 Calle Real Santa Barbara, CA 93110
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or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.
4. **TERM.** CONTRACTOR shall commence performance on July 1, 2025 and end performance upon completion, but no later than June 30, 2026 unless otherwise directed by COUNTY or unless earlier terminated.
5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B-CONTRACTOR ON PAYROLL COMPENSATION, attached hereto and incorporated herein by reference. The maximum payment under this Agreement shall not be exceeded without a written notice from COUNTY.

**6. CONTRACTOR ON PAYROLL STATUS.** CONTRACTOR understands and agrees that CONTRACTOR's term of work is governed solely by this Agreement; and that no right of tenure is created hereby; and that CONTRACTOR does not and will not, by virtue of this Agreement, hold a position in any department or office of the COUNTY; and that CONTRACTOR's services to the COUNTY under this Agreement are authorized pursuant to Government Code Section 31000. To the extent that this Agreement can be construed as an agreement of employment, such employment is at-will, and it shall remain at-will unless and until the parties expressly state their intention to make it otherwise, in a writing signed by the CONTRACTOR and a duly-authorized representative of the COUNTY. CONTRACTOR warrants that CONTRACTOR is fully licensed to perform all work contemplated in this Agreement, and CONTRACTOR agrees to submit verification of licensure.

**7. BENEFITS.**

- A. Standard benefits:** COUNTY shall pay the following costs: Employer's share of either Social Security (aka FICA) or the Social Security Alternative Plan (aka SSAP); employer's share of federal Medicare health insurance; County workers' compensation insurance; State unemployment insurance; and travel expense reimbursement for mileage claims with prior written authorization.
- B. Paid leave:** CONTRACTOR shall receive paid leave as specified in Exhibit B-CONTRACTOR ON PAYROLL COMPENSATION or as otherwise required by law. Paid leave shall be taken at a time determined and agreed upon in advance between CONTRACTOR and COUNTY's designated representative. Accumulated paid leave must be taken within the contract period, as paid leave cannot be accrued to subsequent agreements; unused paid leave will be lost upon expiration of the Agreement. Unused paid leave will be paid out if the contract is terminated early by COUNTY. CONTRACTOR may use his or her paid leave specified in Exhibit B-CONTRACTOR ON PAYROLL COMPENSATION for holidays, vacations, sickness, jury duty, and any other absence from work, and is not otherwise entitled to any additional paid holidays, vacation, sick leave or other leave unless otherwise required by law. Special requirements may apply to CONTRACTOR's coding of his or her time card in order to be able to receive paid leave.
- C. Retirement:** Unless CONTRACTOR is already a retiree, CONTRACTOR shall be a member of the Santa Barbara County Employees' Retirement System ONLY if both of these conditions are true: 1) CONTRACTOR is required to work at least forty (40) hours per bi-weekly pay period; and 2) CONTRACTOR's assignment is not deemed by COUNTY to be temporary, intermittent, or seasonal.
- 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 30 hours or more per week, over a standard measurement period of twenty-six (26) pay periods.

2. CONTRACTOR is responsible for licensure fees, subscriptions to journals and other professional expenses not specifically detailed in this Agreement.
3. CONTRACTOR may be permitted to use COUNTY vehicles as part of CONTRACTOR's assignment and shall maintain a valid California Driver's License.
4. COUNTY may reimburse CONTRACTOR for necessary and prior-approved out-of-pocket expenses while performing required services for COUNTY, in accordance with COUNTY policy. All travel claims and other claim documents, when applicable, must include the board contract number. If the invoice does not properly reference the contract number, those invoices may be returned, delaying payment.
5. Except as required by law, CONTRACTOR is not eligible for any other job benefits accruable to an employee in the classified service of the COUNTY, unless otherwise specified herein or in EXHIBIT B-CONTRACTOR ON PAYROLL COMPENSATION.

**8. STANDARD OF PERFORMANCE.** CONTRACTOR represents that CONTRACTOR 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.

**9. TAXES.** The COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, and such payment shall be subject to deductions and include withholding of state and federal taxes as specified in Section 7 (A) herein.

**10. CONFLICT OF INTEREST.**

- A. 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.

**B. CONTRACTOR** shall also comply with the conflict of interest provisions set forth in EXHIBIT A-1 General Provisions: MHS to this Agreement.

**11. NONAPPROPRIATION.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated and budgeted or funds are otherwise not available for payments in the fiscal year covered by the term of the Agreement, then COUNTY will immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY, with or without the prior notice specified in the Termination section of this Agreement. 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.

**12. OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

**13. DEFENSE AND INDEMNIFICATION.** COUNTY will defend and indemnify CONTRACTOR against any claim, lawsuit, or judgment arising out of CONTRACTOR's performance of duties under this Agreement.

CONTRACTOR agrees to notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

CONTRACTOR shall bear the cost of CONTRACTOR's own defense and liability for any act or omission arising from professional duties outside the scope of this Agreement. Nothing contained herein shall be deemed to increase COUNTY's liability beyond limitations set forth by law.

**14. NONDISCRIMINATION.**

**A.** 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. CONTRACTOR agrees to comply with COUNTY's Anti-Harassment Policy and Civil and Respectful Workplace Policy.

**B. CONTRACTOR** shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-1-MHS Contractor on Payroll General Provisions to this Agreement.

**15. 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.

**16. NON-ASSIGNMENT.** CONTRACTOR shall not assign any of CONTRACTOR'S rights nor transfer any of CONTRACTOR'S obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**17. TERMINATION.** Either of the parties hereto may, for any reason, prior to the expiration date of this Agreement, cancel and terminate this Agreement upon thirty (30) days' written notice to the other. Upon a material breach of the terms and conditions of the Agreement by one of the parties, the non-breaching party (including Designated Representative's superiors) may terminate this Agreement upon the mailing of a written notice of termination to the breaching party. Written notification as required under this paragraph shall be given by CONTRACTOR to the COUNTY Designated Representative. Written notification by COUNTY shall be given to the CONTRACTOR. In the case of material breach (including but not limited to: grossly negligent conduct, malpractice or criminal conduct, etc.) by CONTRACTOR, the COUNTY Designated Representative or designee may immediately terminate the Agreement.

Upon termination, CONTRACTOR shall cease work (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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.

Expressly incorporating Cal. Gov. Code Section 53260, as may be amended, regardless of the term of the Agreement, if the Agreement is terminated, the maximum cash settlement that CONTRACTOR may receive shall be an amount equal to the monthly salary of CONTRACTOR under this Agreement multiplied by the number of months left on the unexpired term of the Agreement, with the following exception: If the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the CONTRACTOR under this Agreement multiplied by eighteen (18). The cash settlement formulas described above are maximum amounts that may be paid by COUNTY to CONTRACTOR and not a target or example of the amount of the cash settlement to be paid by COUNTY in all Agreement termination cases (if any).

Expressly incorporating Cal. Gov. Code Section 53261, as may be amended, the cash settlement specified in Cal. Gov. Code Section 53260, as may be amended, shall not include any other

noncash items except health benefits if the CONTRACTOR was receiving health benefits from COUNTY hereunder, which may be continued for the same duration of time as covered in the settlement, pursuant to the same time limitations as provided in Government Code Section 53260, as may be amended, or until the CONTRACTOR finds other employment, whichever occurs first.

Expressly incorporating Cal. Gov. Code Section 53243.2, as may be amended, regardless of the term of the Agreement, if the Agreement is terminated, any cash settlement related to the termination that CONTRACTOR may receive from COUNTY shall be fully reimbursed to COUNTY if CONTRACTOR is convicted of a crime involving an abuse of his or her office or position, as defined in Government Code Section 53243.4, as may be amended.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. DEBARMENT AND SUSPENSION.**

**A.** 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.

**B.** CONTRACTOR shall also comply with the debarment and suspension provisions set forth in EXHIBIT A-1 General Provisions: MHS to this Agreement.

**23. 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.

- 24. 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.
- 25. COMPLIANCE WITH LAW.** CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, comply with all COUNTY, State and Federal ordinances, regulations, statutes, and 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 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, regulation, statute, policy, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between CONTRACTOR and COUNTY.
- 26. 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.
- 27. 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.
- 28. AUTHORITY.** All 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 CONTRACTOR 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.
- 29. 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 contained in the numbered sections shall prevail over those in the Exhibits.
- 30. SURVIVAL.** All provisions which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement.

### **31. 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.

### **32. MANDATORY DISCLOSURE.**

- 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 36 (Byrd Anti-Lobbying Amendment) and EXHIBIT A-1 General Provisions: MHS to this Agreement.

### **33. 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.

### **34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

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SIGNATURE PAGE FOLLOWS.

**SIGNATURE PAGE**

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 Agreement to be effective on July 1, 2025.

**COUNTY OF SANTA BARBARA:**

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

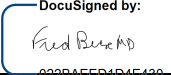
Date: \_\_\_\_\_

**ATTEST:**  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

**CONTRACTOR:**  
**FRED BERGE, M.D.**

By:  \_\_\_\_\_  
Authorized Representative

Name: Fred Berge

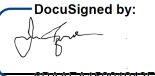
Title: M.D.

Date: 5/19/2025

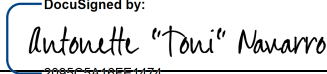
**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY M. SCHAFER, CPA  
AUDITOR-CONTROLLER

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

**RECOMMENDED FOR APPROVAL:**  
ANTONETTE NAVARRO, LMFT  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:  \_\_\_\_\_  
Director

**APPROVED AS TO FORM:**  
GREG MILLIGAN, ARM  
RISK MANAGER

By:  \_\_\_\_\_  
Risk Manager

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**EXHIBIT A-1- MHS**  
**CONTRACTOR ON PAYROLL**  
**GENERAL PROVISIONS**

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**The following provisions shall apply to the services provided by CONTRACTOR under this Agreement.**

**1. PERFORMANCE.**

**A.** This Agreement shall be governed by and construed in accordance with all laws and regulations and all contractual obligations of COUNTY under the Integrated Intergovernmental Agreement (Contract No. 24-40145) between COUNTY and the California Department of Health Care Services (DHCS) including the federal and state requirements listed in Integrated Intergovernmental Agreement, Exhibit E (Additional Provisions), section 7 (State and Federal Laws Governing this Contract) and contractual obligations in Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions). The Integrated Intergovernmental Agreement, available at [County of Santa Barbara - File #: 25-00016](#), is incorporated herein by reference.

1. CONTRACTOR agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California's Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of COUNTY as an integrated county behavioral health plan.
2. CONTRACTOR agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with COUNTY's obligations under the Integrated Intergovernmental Agreement.
3. CONTRACTOR agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. CONTRACTOR shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.
4. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, CONTRACTOR shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.

**B.** CONTRACTOR shall comply with the following as applicable:

1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;
2. 42 Code of Federal Regulations (C.F.R.) section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
3. All laws and regulations relating to patients' rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
4. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of CONTRACTOR's obligations pursuant to this Agreement.

**C. CONTRACTOR shall comply with:**

1. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and
2. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at [Mental Health Services Act Steering Committee Santa Barbara County, CA - Official Website](#).

**2. DIRECT SERVICES.**

- A.** CONTRACTOR providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with serious mental illness (SMI) and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, CONTRACTOR shall receive Documentation Training in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at <https://www.countyofsb.org/904/Policies-Procedures>.
- B.** CONTRACTOR shall ensure that if CONTRACTOR is identified on the Centers for Medicare & Medicaid Services ("CMS") Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such services be claimed to Medi-Cal. CONTRACTOR shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.
- C.** All CONTRACTORS performing services under this Agreement with access to the Behavioral Wellness electronic health record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
- D.** CONTRACTOR shall use COUNTY's business email domain to log into the Behavioral Wellness electronic health record.
- E.** At any time prior to or during the term of this Agreement, the COUNTY may require that CONTRACTOR performing work under this Agreement undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and

continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR passes or fails the background clearance investigation

F. COUNTY may immediately remove CONTRACTOR from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, CONTRACTOR shall cease work immediately.

G. COUNTY may immediately deny or terminate COUNTY facility access, including all rights to COUNTY property, computer access, and access to COUNTY software, to CONTRACTOR for failure to pass the background investigation(s) to the satisfaction of the COUNTY, or whose conduct is incompatible with COUNTY facility access.

### 3. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**

A. CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to CONTRACTOR's services under this Agreement. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.

B. In the event the license/certification status of any CONTRACTOR cannot be confirmed, CONTRACTOR shall be prohibited from providing services under this Agreement.

C. If CONTRACTOR is a participant in the Short-Doyle/Medi-Cal program, CONTRACTOR shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of Department of Behavioral Wellness' Policy and Procedure #4.005 – Site Certification for Specialty Mental Health Services.

D. CONTRACTOR shall be enrolled at all times during the term of this Agreement with the California Department of Health Care Services as a Medi-Cal provider, consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E.

### 4. **REPORTS.**

A. **Annual Mandatory Training Report.** CONTRACTOR shall submit a training report on completed mandatory trainings that are identified in Section 14 Training Requirements. This report shall be submitted no later than June 15th of each year unless requested earlier by COUNTY. This report can be done by entering the data into a data collection file provided by the COUNTY or in another report format that the CONTRACTOR uses to document staff training.

B. **Additional Reports.** CONTRACTOR shall maintain records and make statistical reports as required by COUNTY and DHCS or other government agency, on forms



provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon COUNTY's request, CONTRACTOR shall make additional reports or provide other documentation as required by COUNTY concerning CONTRACTOR's activities as they affect the services hereunder. COUNTY will be specific as to the nature of information requested and allow thirty (30) days for CONTRACTOR to respond.

## **5. BACKGROUND CHECKS.**

**A. Consent to Criminal Background Check, Fingerprinting (42 CFR 455.106, Welf. & Inst. Code § 14043.38).** CONTRACTOR consents to criminal background checks, including fingerprinting when required to do so by federal or state law. Within 30 days of a request from CMS or DHCS, CONTRACTOR shall submit a set of fingerprints in a form and manner determined by CMS or DHCS.

**B. Mandatory Termination.** As determined by DHCS, CONTRACTOR may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:

1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 CFR 455.416); or
2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 CFR 455.416, 42 CFR 455.106).

**6. MEDI-CAL VERIFICATION.** CONTRACTOR shall be responsible for verifying member's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

## **7. CONFIDENTIALITY.**

**A. Maintain Confidentiality.** CONTRACTOR agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Integrated Intergovernmental Agreement Exhibit A— Attachment 4 (Management Information Systems), Section 6 (HIPAA and Additional Data Standards), Exhibit D, Section 14 (Confidentiality of Information), and Exhibit F (Business Associate Addendum); and this Agreement, Section 29 (Compliance with Privacy Laws and Data Security Authorities), as applicable. Patient records must comply with all applicable state and federal requirements.

**B. No Publication of Member Lists.** CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

- C. CONTRACTOR shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent CONTRACTOR is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F of the Integrated Intergovernmental Agreement from COUNTY to perform functions, services, or activities specified in this Agreement.
- D. CONTRACTOR shall make itself available to COUNTY or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, DHCS, its directors, officers or employees based upon claimed violations of privacy involving inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee or agent is a named adverse party.
- E. Upon termination or expiration of this Agreement for any reason, CONTRACTOR shall return or destroy all PHI, PI and PII accessed in a database maintained by COUNTY, received by CONTRACTOR from COUNTY, or acquired or created by CONTRACTOR in connection with performing functions, services, or activities specified in this Agreement on behalf of COUNTY that CONTRACTOR still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, CONTRACTOR shall notify COUNTY of the conditions that make the return or destruction infeasible, and COUNTY and CONTRACTOR shall determine the terms and conditions under which CONTRACTOR may retain the PHI, PI or PII. CONTRACTOR shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible.

## **8. MEMBER AND FAMILY MEMBER EMPOWERMENT.**

- A. Support Active Involvement. CONTRACTOR agrees to support active involvement of members and their families in treatment, recovery, and policy development.
- B. CONTRACTOR shall actively participate in the planning design, and execution of COUNTY’s Quality Improvement Program as described in Cal. Code. Regs., Title 9, § 1810.440(a)(2)(A).
- C. Maintain Grievance Policy/Procedure. CONTRACTOR shall adopt Department of Behavioral Wellness’ Policy and Procedures #4.020 Member Problem Resolution Process, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness), to address member/family complaints in compliance with member grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.
- D. CONTRACTOR shall comply with Department of Behavioral Wellness’ Policy and Procedure #3.000 Member Rights, available at <https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y> and ensure that its employees and/or subcontracted providers observe and protect those rights.
- E. CONTRACTOR shall obtain and retain a written medication consent form signed by the member in accordance with Department of Behavioral Wellness’ Policy and

Procedures #8.009 Medication Consent for Adults to the extent CONTRACTOR is a “provider” as defined by the Integrated Intergovernmental Agreement.

## **9. CULTURAL COMPETENCE.**

- A.** CONTRACTOR shall report on its capacity to provide culturally competent services to culturally diverse members and their families upon request from COUNTY, including:
  - 1. Whether CONTRACTOR is Bilingual; and
  - 2. Efforts aimed at providing culturally competent services such as trainings received, changes or adaptations to service protocol, community education/outreach, etc.
- B.** At all times, the CONTRACTOR shall utilize COUNTY-provided interpreters to communicate in the member preferred language, including American Sign Language (ASL).
- C.** CONTRACTOR shall provide services that consider the cultural considerations of mental illness, as well as the ethnic and cultural diversity of members and families served. Additionally, any materials provided to the public must be printed in Spanish (threshold language).
- D.** Services and programs offered in English must also be made available in Spanish, if members identify Spanish as their preferred language, as specified in subsection B above.
- E.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.

## **10. COMPLIANCE PROGRAM**

- A.** If CONTRACTOR identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying COUNTY, CONTRACTOR shall work with Behavioral Wellness’ Compliance Program to conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B.** COUNTY shall suspend payments to CONTRACTOR when it or the State determines there is a credible allegation of fraud. CONTRACTOR shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or COUNTY, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
- C.** CONTRACTOR shall notify COUNTY within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered over payments due to potential fraud, (42 C.F.R. §§ 438.608(a), (a)(2).) Any overpayments of contractual amounts must be returned via direct payment within 30 days to the COUNTY. COUNTY may withhold amounts from future payments due to CONTRACTOR under this Agreement or any subsequent agreement if CONTRACTOR fails to make direct payment within required timeframe.

## 11. NOTIFICATION REQUIREMENTS.

**A. Notice to QCM.** CONTRACTOR shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-4777 or by email at [BWELLQCM@sbcbswell.org](mailto:BWELLQCM@sbcbswell.org) in the event of:

1. Known serious complaints against CONTRACTOR license/certification or practice;
2. Restrictions in practice or license/certification of CONTRACTOR as stipulated by a State agency;
3. CONTRACTOR privileges restricted at a hospital;
4. Other action instituted which affects CONTRACTOR license/certification or practice (for example, sexual harassment accusations); or
5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Reporting*.

**B. Notice to Compliance Hotline.** CONTRACTOR shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:

1. Suspected or actual misappropriation of funds under CONTRACTOR’s control;
2. Legal suits initiated specific to the CONTRACTOR’s practice;
3. Initiation of criminal investigation of the CONTRACTOR; or
4. Breach of Privacy Laws.

**C. Notice to Case Manager/Regional Manager/Staff.** For members receiving direct services from both Behavioral Wellness and CONTRACTOR, CONTRACTOR shall immediately notify the member’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the member’s care, or the applicable Regional Manager should any of the following occur:

1. Side effects requiring medical attention or observation;
2. Behavioral symptoms presenting possible health problems; or
3. Any behavioral symptom that may compromise the appropriateness of the placement.

**D. Definition of “Immediately.”** “Immediately” means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. CONTRACTOR shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

**E. Notice to Contracts Division.** CONTRACTOR may contact Behavioral Wellness Contracts Division at [bwellcontractsstaff@sbcbswell.org](mailto:bwellcontractsstaff@sbcbswell.org) for any contractual concerns or issues.

## 12. MONITORING

**A. County Monitoring Process.** CONTRACTOR agrees to abide by the *Department of Behavioral Wellness’ Policies and Procedures* referenced in Section 16 (Additional

Program Requirements) and to cooperate with the COUNTY's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, member survey, and other utilization review program monitoring practices. CONTRACTOR shall cooperate with these programs, and will furnish necessary assessment and Member Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.

- B.** CONTRACTOR will participate in any provider QCM meetings to review current and coming quality of care issues upon request.
- C.** COUNTY shall monitor the performance of CONTRACTOR on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. COUNTY shall assign senior management staff as contract monitors to coordinate periodic review meetings with CONTRACTOR regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. COUNTY's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of CONTRACTOR's clinical documentation.
- D.** CONTRACTOR shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate CONTRACTOR's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. § 438.3(h).) If monitoring activities identify areas of non-compliance, CONTRACTOR will be provided with recommendations and a corrective action plan. CONTRACTOR shall be liable to COUNTY for any penalties assessed against COUNTY for CONTRACTOR's failure to comply with the required corrective action.
- E. Corrective Action Plan.** COUNTY shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in CONTRACTOR's compliance with the provisions of the Integrated Intergovernmental Agreement or this Agreement are identified by COUNTY. CONTRACTOR shall:
  - 1. Take corrective action;
  - 2. Provide evidence of correction; and
  - 3. Have a mechanism for monitoring effectiveness of corrective action over time.

### **13. COLLABORATIVE MEETINGS.**

- A.** Behavioral Wellness may conduct a Collaborative Meeting at least annually, and more frequently, if needed, with CONTRACTOR to collaboratively discuss programmatic, fiscal, and contract matters.

### **14. TRAINING REQUIREMENTS.**

- A.** CONTRACTOR shall complete mandatory trainings, including through attendance at COUNTY-sponsored training sessions as available. The following trainings must be

completed upon hire and annually thereafter:

1. HIPAA Privacy and Security;
2. Consumer and Family Culture;
3. Behavioral Wellness Code of Conduct;
4. Cultural Competency;
5. COUNTY Electronic Health Record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed); and
6. MHSA Overview Training (required once upon hire).

**B. Training Requirements for CONTRACTORS who provide direct services to members or document in SmartCare.** The following trainings must be completed at hire and annually thereafter:

1. Documentation Training;
2. Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths (ANSA) assessment training and certification exam:
  - i. CONTRACTORS who provide services to members ages zero through 20 years old shall complete the CANS.
  - ii. CONTRACTORS who provide services to members ages 21 years old and older shall complete the ANSA.
  - iii. CONTRACTORS providing services to members of both age groups may select either of these assessment tool trainings and need not compete both; and
3. Any additional applicable trainings in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at <https://www.Countyofsb.org/904/Policies-Procedures>.

## 15. **ADDITIONAL PROGRAM REQUIREMENTS.**

- A. Member Handbook.** CONTRACTOR shall provide the County of Santa Barbara Member Handbook to each potential member and member in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials* when first receiving Specialty Mental Health Services and upon request. CONTRACTOR shall document the date and method of delivery to the member in the member's file. CONTRACTOR shall inform member that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360, subd. (e); 42 C.F.R. § 438.10.)
- B. Written Materials in English and Spanish.** CONTRACTOR shall provide all written materials for member and potential member, including provider directories, COUNTY of Santa Barbara Member Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara COUNTY's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(d)(3).) CONTRACTOR

shall maintain adequate supply of COUNTY-provided written materials and shall request additional written materials from COUNTY as needed.

**C. Department of Behavioral Wellness Policies and Procedures.** CONTRACTOR shall comply with all applicable Department of Behavioral Wellness policies and procedures including those listed below. Department of Behavioral Wellness policies and procedures, available at [Policy Portal - Departmental - Smartsheet.com](#), and are incorporated herein by reference. CONTRACTOR agrees to comply with any changes to these policies and procedures that occur during the Term of this Agreement. This obligation shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in the policies and procedures, the amendment shall be retroactive to the effective date of such changes to the policies and procedures.

1. **Policy and Procedure #2.001.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
2. **Policy and Procedure #2.005.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.005 Accessibility for People with Disabilities.*
3. **Policy and Procedure #3.000.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Member Rights.*
4. **Policy and Procedure #3.004.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004 Advance Directives – Adult Outpatient Services* on advance directives and the COUNTY's obligations for Physician Incentive Plans, as applicable.
5. **Policy and Procedure #4.000.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.000 Authorization of Outpatient Specialty Mental Health Services.*
6. **Policy and Procedure #4.001.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.001 Authorization of Therapeutic Behavioral Services (TBS),* applicable to providers providing children services.
7. **Policy and Procedure #4.008.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials.*
8. **Policy and Procedure #4.012.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
9. **Policy and Procedure #4.014.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*
10. **Policy and Procedure #5.008.** Mandatory Trainings CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
11. **Policy and Procedure #8.100.** CONTRACTOR shall comply with *Department of*



*Behavioral Wellness' Policy and Procedures #8.100 Mental Health Member Assessment.*

**12. Policy and Procedure #8.101.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Member Problem Lists, Treatment Plans, and Treatment Progress Notes.*

**13. Policy and Procedure #8.102.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements.*

**D. Accessibility.** CONTRACTOR shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

**E. Hours of Operation.** CONTRACTOR shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which CONTRACTOR offers services to non-Medi-Cal beneficiaries. If CONTRACTOR only offers services to Medi-Cal beneficiaries, maintain hours of operation which are comparable to the hours CONTRACTOR makes available for Medi-Cal services not covered by COUNTY or another Mental Health Plan.

**F. Access to Routine Appointments.** CONTRACTOR shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, CONTRACTOR shall give the member the option to re-contact the COUNTY's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the member within the 10-business day standard.

**G. Hold Harmless.** CONTRACTOR agrees to hold harmless the State and beneficiaries in the event the COUNTY cannot or does not pay for services performed by the CONTRACTOR.

**H. Member Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note).** CONTRACTOR shall complete an Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note for targeted case management and peer support services) for each member receiving Program services in accordance with CalAIM requirements, applicable Behavioral Wellness Policies and Procedures, and the Behavioral Wellness Clinical Documentation Manual available at <https://www.Countyofsb.org/behavioral-wellness/asset.c/5670>

## **16. ADDITIONAL STATE CONTRACT COMPLIANCE REQUIREMENTS.**

**A.** This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the COUNTY or CONTRACTOR request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.

**B.** To the extent there is a conflict between federal or state law or regulation and a provision in the Integrated Intergovernmental Agreement (Contract No. 24-40145) or this Agreement, COUNTY and CONTRACTOR shall comply with the federal or state



law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the Integrated Intergovernmental Agreement, Exhibit E, Section 7(B).

- C. CONTRACTOR agrees that DHCS, through COUNTY, has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in this Agreement and in accordance with any applicable statute.
- D. The following provisions of the Integrated Intergovernmental Agreement, Exhibit D are hereby incorporated by reference into this Agreement: Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 8 Site Inspection, 11 Intellectual Property Rights, 12 Air or Water Pollution Requirements, 14 Confidentiality of Information, 18 Human Subjects Use Requirements, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 26 Officials Not to Benefit, 34 Suspension or Stop Work Notification, and 38 Lobbying Restrictions and Disclosure Certification.
- E. COUNTY and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply other remedies permitted by federal or state law when COUNTY or DHCS determine that CONTRACTOR has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)
- F. CONTRACTOR shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.

**G. Generative Artificial Intelligence Technology Uses and Reporting.**

- 1. CONTRACTOR certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
- 2. During the Term of this Agreement, CONTRACTOR shall notify COUNTY in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. CONTRACTOR shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to COUNTY to report the use of any new or previously unreported GenAI technology.
- 3. At the direction of COUNTY, CONTRACTOR shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by COUNTY.
- 4. CONTRACTOR acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to COUNTY may be considered a material breach of this Agreement by COUNTY or the California Department of Health Care Services (DHCS), and COUNTY or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to COUNTY as grounds for the

immediate termination of this Agreement. COUNTY and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.

5. CONTRACTOR shall include subsection C (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

#### **H. Conflict of Interest.**

1. CONTRACTOR shall comply with the conflict of interest safeguards described in 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act (42 C.F.R. § 438.3(f)(2)) and the California Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code section 10365.5, and Government Code section 1090.
2. CONTRACTOR acknowledges and agrees that COUNTY and the California Department of Health Care Services (DHCS) intends to avoid any real or apparent conflict of interest on the part of CONTRACTOR, CONTRACTOR's subcontractor, or employees, officers, and directors of CONTRACTOR or subcontractor. Thus, COUNTY and DHCS reserve the right to determine, at their sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and if a conflict is found to exist, to require CONTRACTOR to submit additional information or a plan for resolving the conflict, subject to COUNTY and DHCS review and prior approval.
3. Conflicts of interest include:
  - i. An instance where CONTRACTOR or subcontractor, or any employee, officer, or director of CONTRACTOR or subcontractor, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
  - ii. An instance where CONTRACTOR's or subcontractor's employees, officers, or directors use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
4. If COUNTY is or becomes aware of a known or suspected conflict of interest, COUNTY will notify CONTRACTOR of the known or suspected conflict, and CONTRACTOR will have five working days from the date of notification to provide complete information regarding the suspected conflict to COUNTY. COUNTY may, at its discretion, authorize an extension of the timeline indicated herein in writing. If a conflict of interest is determined to exist by COUNTY or DHCS and cannot be resolved to the satisfaction of COUNTY or DHCS, the conflict may be grounds for terminating this Agreement.

5. CONTRACTOR shall include subsection G (Conflict of Interest) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

**I. Nondiscrimination and Compliance (GTC 02/2025).**

1. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of article 9.5, chapter 1, part 1, division 3, title 2 of the Government Code (Gov. Code, §§ 11135–11139.5), and the regulations or standards adopted by the California Department of Health Care Services (DHCS) to implement such article. CONTRACTOR shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. CONTRACTOR and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)
2. CONTRACTOR shall include subsection H (Nondiscrimination and Compliance (GTC 02/2025)) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under the Agreement.

**J. Nondiscrimination and Compliance.**

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting

exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.

3. CONTRACTOR shall include subsection I (Nondiscrimination and Compliance) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection I (Nondiscrimination and Compliance) of this Section 16 (Additional State Contract Compliance Requirements) shall constitute grounds for COUNTY or the California Department of Health Care Services to withhold payments under this Agreement.

**K. Debarment and Suspension Certification.**

1. CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, 2 C.F.R. part 180 and 2 C.F.R. part 376.
2. CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 2.ii, subsection J (Debarment and Suspension Certification) of this Section (Additional State Contract Compliance Requirements);
  - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
  - v. Have not within a three-year period preceding this Agreement engaged in any of the violations listed under 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 376.
3. CONTRACTOR shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the California Department of Health Care Services (DHCS).

4. The terms and definitions herein have the meanings set out in 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376.
5. CONTRACTOR will include subsection L (Debarment and Suspension Certification) of this Section (Additional State Contract Compliance Requirements) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the federal government, COUNTY or DHCS may terminate this Agreement for cause or default.

THIS SECTION LEFT BLANK INTENTIONALLY.

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**EXHIBIT A-2**


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**STATEMENT OF WORK**


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CONTRACTOR shall provide the following services for, and on behalf of, COUNTY under the general direction of the Director of Department of Behavioral Wellness or designee, and will perform the following duties to include, but not be limited to:

- A.** Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California, including Assessment/Evaluation, Collateral and Medication Support Services.
- B.** Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations.
- C.** Prescribe and administer, as needed, psychiatric medication(s) using the SmartCare prescribing tool. Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, client's record.
- D.** Provide medication education for staff, clients, and families, and include documentation of such in clinical notes.
- E.** Participate in development, review, revision, and approval of assessments and treatment plans of clients.
- F.** Provide consultation, training, and support of multi-disciplinary team members, as needed.
- G.** Participate in utilization review, medication monitoring, quality improvement protocols, and peer review.
- H.** Accept training on the use of Online Progress Notes (OLPN) and document client contacts using the OLPN format. Adhere to documentation and reporting requirements established by COUNTY.
- I.** Perform other relevant work within the scope of CONTRACTOR'S license.
- J.** The following summarizes the expectations regarding appointment scheduling for CONTRACTOR.
  - 1. New client appointments shall include a client assessment, initial treatment plan, and appropriate documentation within the time allotted:
    - i. New clients over the age of eighteen (18) shall be scheduled for one and a half (1.5) hours;
    - ii. New clients under the age of eighteen (18) shall be scheduled for two (2) hours.
    - iii. New clients may present for services in South County Crisis Services in an unscheduled manner; the time allotted to them is based on the discretion of the psychiatrist and the demands of the clinic at the time.
  - 2. Follow-up appointments:
    - i. Clients over the age of eighteen (18) shall be scheduled for thirty (30) minute appointments.
    - ii. Clients under the age of eighteen (18) shall be scheduled for forty-five (45) minutes.

3. Accommodate urgent or emergent concerns, walk-ins, medication refills, or other requests made by the Psychiatric Technicians or program manager in the event of a client “no-show”.

**K.** Maintain productivity levels of sixty-five (65) percent.

**L.** CONTRACTOR shall provide Psychiatric Services to the Calle Real Adult clinic and may be reassigned to provide services at other locations as needed.

## **1. DEFINITIONS:**

**A. Assessment/Reassessment.** Assessment means a service activity designed to collect information and evaluate the current status of a member’s mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable state and federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

**B. Collateral.** Collateral means a service activity to a significant support person(s) in a member's life for the purpose of meeting the needs of the member in terms of achieving the goals of the member’s plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the member, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The member may or may not be present for this service activity. (Cal. Code of Regs., tit. 9, § 1810.206.)

1. **Significant Support Person.** Significant support person means a person(s), in the opinion of the member or the person providing services, who has or could have a significant role in the successful outcome of treatment including, but not limited to, the parents or legal guardian of a member who is a minor, the legal representative of a member who is not a minor, a person living in the same household as the member, the member’s spouse, and relatives of the member. (Cal. Code of Regs., tit., § 1810.246.1.)

**C. Medication Support Services.** Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks, and benefits of and alternatives for medication; and treatment planning. Medication support services may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone, or by telehealth and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

## **2. QUALIFICATIONS OF PROFESSIONALS.**

- A.** CONTRACTOR must be eligible to participate in Medicare, Medicaid and/or other federal health care programs; must possess a National Provider Identifier (NPI); must possess a valid Drug Enforcement Agency (DEA) license in the State of California, and where applicable will be required to meet the following criteria;
  1. Submit a completed credentialing application and/or required documentation for credentialing as applicable;
  2. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal and/or private insurance) OR have submitted a completed billable provider application, along with the required documentation, in order to obtain the appropriate billable provider status;
- B.** Failure to meet the above criteria and/or conditions of employment where applicable two (2) weeks PRIOR to the start work date may result in the delay of appointment and/or cancellation of employment. Once appointed, CONTRACTOR will be required to maintain these qualifications throughout the length of the Agreement. Failure to demonstrate (show proof) of qualifications shall result in the termination of this Agreement.
- 3.** CONTRACTOR shall provide Behavioral Wellness PHF Supervisory staff proof of an up to date immunization record and annual Tuberculosis test prior to the onset of onsite work, in accordance with Title 9 requirements.
- 4.** CONTRACTOR is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State and Federal licensure requirements as a provider of its kind. Services provided by unlicensed or uncertified persons shall not be compensated.
- 5.** CONTRACTOR shall provide to Department of Behavioral Wellness Quality Care Management (QCM) a current copy of CONTRACTOR's Drug Enforcement Agency (DEA) certificate and physician's license.
- 6.** CONTRACTOR agrees to appear for testimony for court and jury trials as determined necessary by the County of Santa Barbara Public Guardian for purposes of establishing or reestablishing Conservatorships for County clients CONTRACTOR has previously or are currently serving.
- 7.** CONTRACTOR agrees to store and dispense medications in compliance with all applicable Behavioral Wellness policies and procedures, and State and Federal laws and regulations, as per California Code of Regulations Title 9, Chapter 11, Section 1810.435 (b)(2)&(3).



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**EXHIBIT B**  
**CONTRACTOR ON PAYROLL**  
**COMPENSATION**

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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 \$154,000 without written amendment. This not-to-exceed amount includes the following:

- \$154,000 for 1,040 total paid hours by CONTRACTOR at a rate of \$147.131 per hour.
- Total paid hours include 80 hours of paid leave (must be at least 24 hours).
- \$0 for health insurance coverage should the CONTRACTOR be eligible for and elect coverage.

**EXHIBIT C**

**[Not applicable to this Agreement]**

## **EXHIBIT D**

(Applicable to agreements greater than \$100,000)

### **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.

Fred Berge

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

\_\_\_\_\_  
Contract / Grant Number  
5/19/2025

\_\_\_\_\_  
Date

Fred Berge

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

DocuSigned by:  
  
\_\_\_\_\_  
Signature of Person Signing for Contractor  
Psychiatrist

\_\_\_\_\_  
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 followup 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.