

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

BARTON & ASSOCIATES, INC.,
DBA BARTON MEDICAL

FOR

MENTAL HEALTH SERVICES

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STANDARD TERMS
AND CONDITIONS

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR
(Specific to this contract)**

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **Barton & Associates, Inc., dba Barton Medical, Inc.** with an address at 300 Jubilee Drive, Peabody, MA 01960 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

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

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

1. DESIGNATED REPRESENTATIVE.

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Megan Gordon at phone number (519) 982-2468 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice (including email) to the other party. If Contractor sends notification by email, it is required to be sent to both the County's Designated Representative at obehrendtsen@sbcbswell.org and Behavioral Wellness Contract staff at bwellcontractsstaff@sbcbswell.org.

2. NOTICES.

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

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

To Contractor: Barton & Associates, Inc.
 Office of General Counsel
 300 Jubilee Drive
 Peabody, MA 01960
 Phone: 512-982-2485
 Fax: 512-982-2439

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

3. SCOPE OF SERVICES.

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

4. TERM.

Contractor shall commence performance on **7/1/2022** and end performance upon completion, but no later than **6/30/2024** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

Contractor represents that, to Contractor's knowledge, it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all staffing 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 (if any) and/or services 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. Unless otherwise agreed, Contractor and the Professionals contracted by Contractor shall be required to obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a Professional or subcontractor that is debarred or suspended.

9. TAXES.

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

10. CONFLICT OF INTEREST.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

- A.** Contractor shall keep all records and supporting documentation pertaining to the performance of this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the County or any state or federal department, including but not limited to the State Department of Health Care Services, completes all actions associated with any audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than ten (10) years following the termination of this Agreement, whichever is earlier, unless an audit is taking place, in which case Contractor shall maintain all records in accordance with this section until such audit has been completed and time for appeal has expired. All accounting records shall be kept in accordance with generally accepted accounting principles.
- B.** County, and any authorized state or federal official or designee, shall have the right to audit, review, and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor shall allow the auditor(s) access to such documents and records at Contractor's principal place of business during Contractor's regular business hours, upon reasonable written notice (not less than 30 days), and to allow at Contractor's principal place of business interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. In addition, Contractor shall comply with the record keeping and audit requirements included in EXHIBIT A-1- MHP to this Agreement. Contractor shall participate in any audits and reviews, whether by County or the State, at the County's sole cost and expense.
- C.** If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Within 30 days after written notification from County, Contractor shall reimburse the amount of the audit exceptions. The provisions of the Records, Audit, and Review section shall survive for 10 years following any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-1 MHP to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

19.1 Cancellation of Assignment. Subject to Section 19.2 below:

- A.** For Convenience of either party: if either Party desires to cancel any licensed healthcare provider's ("Professional(s)") assignment ("Assignment") for any reason or no reason except For Cause as defined below (each, a "Cancellation for Convenience"), the cancelling Party shall provide the other party at least thirty (30) calendar days' written notice of such cancellation.
- B.** For Cause: As set forth in Exhibit A-2, Section 5.E., County shall have the right to immediately cancel the Assignment of any Professional for Cause.

19.2 Effects of Cancellation or Termination:

- A.** Termination of this Contract or cancellation of any Assignment, for any or no reason, shall not release either Party from any obligation or liability to the other Party, including without limitation any payment obligation, that: (i) has already accrued hereunder; (ii) comes into effect due to such termination or cancellation; or (iii) otherwise expressly or impliedly survives such termination or cancellation unless otherwise stated herein;
- B.** Termination of this Contract automatically cancels all Assignments;
- C.** Thirty (30) days after any Cancellation for Convenience by County or cancellation or termination for any material breach by County (each, a "County-Based Cancellation or Termination"), County shall pay to Contractor an amount equal to: Contractor's placement order ("Placement Order"), at the normal hourly rate, in substantially the same form as attached hereto as Exhibit B-2 ("Assignment Fees") that would have been payable to Contractor under the cancelled Assignment but for such cancellation or termination, up to a maximum of twenty (20) calendar days (collectively, under this Section 19.2, the "Assignment Liquidated Damages"); and
- D.** Upon any Cancellation for Cause by County or Cancellation for Convenience by Contractor, County shall pay to Contractor all Assignment Fees in connection with services performed by Professional(s) before the effective date of such cancellation.

19.3 Assignment Liquidated Damages: The Parties intend that the Assignment Liquidated Damages constitute compensation, not a penalty. The Parties acknowledge and agree that the harm caused by any Cancellation for Convenience or County-based Cancellation or Termination would be impossible or very difficult to accurately estimate, and that the Assignment Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise therefrom. County's payment of the Assignment Liquidated Damages is County's sole liability and entire obligation, as well as Contractor's exclusive remedy, for any Cancellation for Convenience or County-Based Cancellation or Termination. In no event shall County be obligated to pay Assignment Liquidated

Damages if doing so would exceed the Contract Maximum set forth in Exhibit B Financial Provisions of this Agreement.

19.4 Termination of Agreement:

- A.** For Convenience: Subject to this Section 19, either Contractor or County may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days' notice in writing to the other Party.
- B.** For Cause: Subject to this Section 19, upon a material breach of the Contract by either County or Contractor, the other Party may terminate by written notice as specified in this Section 19.
- C.** Work in Progress: Unless otherwise directed in the notice of termination all work under this Agreement must be immediately halted.
- D.** Non-appropriation of Funds.
 - 1. The Parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - 2. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - 3. Contractor expressly agrees that no penalty or damages, including but not limited to the Assignment Liquidated Damages, shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

20. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

No delay or omission of either Party 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 each Party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the applicable Party.

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings, promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature regarding such subject matter 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. All requests for changes to this Agreement shall be in writing and shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Behavioral Wellness Director or designee may add positions and/or approve rate changes not to exceed 10% of the rate currently stated in Exhibit B-1, subject to the procedures set forth in Exhibit B, Section 2 so long as the maximum contract amount is unchanged. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. 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.

27. COMPLIANCE WITH LAW.

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

28. 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.

29. 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.

30. AUTHORITY.

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

31. SURVIVAL.

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

32. PRECEDENCE.

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

33. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Professionals that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

34. MANDATORY DISCLOSURE.

- A. Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 CFR §200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. 3321).
- B. Ownership or Controlling Interest.** If required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.
- C. Prohibited Affiliations.**
1. The Contractor shall not knowingly have any prohibited type of relationship with the following:
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1)).
 2. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any Federal health care program (as defined in Section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
 3. The Contractor shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 36 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:
 - i. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.1 01, of a person described in this section. (42 C.F.R. § 438.61 O(a)(2)).
 - i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. §438.610(c)(1)).
 - ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2)).
 - iii. A person with beneficial ownership of five (5) percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3)).
 - iv. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2)).

- v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4)).
- vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3)).

B. Written Disclosure of Prohibited Affiliations. Contractor shall provide to the County written disclosures of any prohibited affiliations identified by Contractor.

35. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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.

36. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A.** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, 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). The requirements of this section must be included in all subcontractor agreements.
- 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.

37. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). Contractor shall promptly disclose, in writing, to the COUNTY, the Federal Awarding Agency, and the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that Contractor itself, a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. §§ 7401-7671q) or the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).

38. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

The Contractor shall comply with the requirements of 2 C.F.R. Part 200 to the extent such requirements are applicable to Contractor and this Agreement, which if so applicable are hereby incorporated by reference in this Agreement.

39. PRIOR AGREEMENTS.

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

40. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Contractors are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. 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).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the 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.

- B. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. See [Public Law 115-232](#), section 889 for additional information.
- D. See also [§ 200.471](#).

41. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING.

- A. Contractor shall complete a Certification Regarding Lobbying, if applicable, as set forth in Exhibit D, Attachments 1 and 2 Lobbying Restrictions and Disclosure Certification, of this Agreement.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
- D. Each subcontractor tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each subcontractor tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to County.

42. CERTAIN LIMITATIONS.

- A. Notwithstanding anything to the contrary in this Agreement, Contractor makes no express or implied representation or warranty whatsoever to County or any third party, whether oral or written, relating to any services provided by Contractor or any acts, omissions, decisions, judgments, competencies, availability, willingness, or professionalism of any Professional (including, if applicable, with respect to any Professional's failure to perform any Assignment in whole or in part), including without limitation any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; and (iv) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage, or otherwise, all of which are expressly excluded or disclaimed by Contractor.

- B.** In no event shall either Party or any of its officers, directors, employees, shareholders, agents, or affiliates be liable under or as a result of this Agreement for any consequential, incidental, indirect, exemplary, special, or punitive damages of any kind, including any damages for business interruption, loss of use, loss of data, loss of revenue, or loss of profit, whether arising from breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not their possibility was advised. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 41(B) SHALL BE CONSTRUED TO LIMIT CONTRACTOR'S OBLIGATIONS ARISING FROM SECTION A OF EXHIBIT C.
- C.** This Section 41 survives termination of this Agreement.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Barton & Associates, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2022.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

BARTON & ASSOCIATES, INC.

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

I. STANDARD TERMS AND CONDITIONS

II. EXHIBIT A - STATEMENT OF WORK MHS

EXHIBIT A-1 Mental Health Plan (MHP)

EXHIBIT A-2 Healthcare and Recruitment Placement Services

EXHIBIT A-3 Credentialing Requirements for Healthcare Professionals

III. EXHIBIT B - FINANCIAL PROVISIONS MHS

EXHIBIT B Payment Arrangements

EXHIBIT B-1 Schedule of Rates and Contract Maximum

EXHIBIT B-2 Placement Order Template (Barton)

IV. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

V. EXHIBIT D - CERTIFICATIONS REGARDING LOBBYING

EXHIBIT A-1
STATEMENT OF WORK

EXHIBIT A-1
MENTAL HEALTH PLAN

- 1. ADHERENCE TO APPLICABLE AUTHORITIES.** In the performance of this Agreement, Contractor shall adhere to all County, state, and federal laws including, but not limited to, the statutes and regulations below and the applicable sections of the state Medicaid plan and waiver, all of which are incorporated by this reference. Contractor shall comply with any applicable changes to these statutes and regulations that may occur during the Term of this Agreement and any new applicable statutes or regulations without the need for amendment to this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect.

 - A.** Contractor shall be governed by and construed in accordance with all applicable laws and regulations and all applicable contractual obligations of the County under the County Mental Health Plan (“MHP”) (Contract Numbers 17-94613 and 17-94613 A01) between the County and the State Department of Health Care Services (“DHCS”), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 7(B) of Exhibit E A1 of the MHP; and the applicable provisions of Exhibit D(F) of the MHP, referenced in Section 11 (MHP Exhibit D(F)) of this Exhibit A-1. Contractor shall comply with the MHP, Contract Numbers 17-94613 and 17-94613 A01, which is incorporated by this reference.
 - B.** Contractor shall comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
- 2. COMPLIANCE WITH COUNTY’S OBLIGATIONS IN MHP.** Contractor agrees to perform the applicable delegated activities and reporting responsibilities in compliance with the County’s obligations in the MHP. (42 C.F.R. § 438.230(c)(1) (ii))
- 3. REPORTS.** Contractor agrees to submit reports as required by this Agreement or subsequently required by County and/or DHCS.

 - A.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to County or DHCS, as identified in this Agreement and in accordance with any applicable statute or regulation.
- 4. TERMINATION.** In addition to Paragraph 19 (Termination) and 22 (Remedies Not Exclusive) of the Agreement for Services, the County or DHCS may revoke, in full or in part: this Agreement, any Assignment or subcontract made pursuant to this Agreement, and/or activities or obligations delegated by County to Contractor. Furthermore, the County or DHCS may apply other remedies permitted by state or federal law when the County or DHCS determines that the Contractor or its subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).) County shall not be liable for Assignment Liquidated Damages in the event DHCS revokes in full or in part: this Agreement, any Assignments or subcontracts made pursuant to this Agreement, and/or activities or obligations delegated by County to Contractor under this Agreement.

5. NONDISCRIMINATION.

A. Federal Nondiscrimination Provisions.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs 4.A.1 through 4.A.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

B. State Non-Discrimination Provisions.

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person or discriminate unlawfully against any employee, applicant for employment, or independent contractor 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, military and veteran status, or other protected category ("Protected Category").
2. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of a Protected Category.

3. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §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 awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the 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 said Department or Agency shall require to ascertain compliance with this clause. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

C. Subcontracts. Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

6. AUDIT.

- A.** Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of Agreement, or determinations of amounts payable available at any time for inspection, examination or copying by DHCS, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).)
- B.** If the County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time. (42 C.F.R. §438.230(c)(3)(iv).)
- C.** The inspection shall occur at the Contractor's place of business, premises or physical facilities. Contractor shall keep books and records in a form maintained in accordance with the general standards applicable to such book or record keeping for a term of at least ten (10) years from the close of the state fiscal year in which this Agreement was in effect.
- D.** This audit right will exist through 10 years from the final date of this Agreement or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)

7. **MONITORING FOR COMPLIANCE.**
 - A. County shall monitor Contractor's compliance with the provisions of this Agreement and all subcontracts to perform work under this Agreement and shall provide a corrective action plan if deficiencies are identified.
 - B. When monitoring activities identify areas of non-compliance, the County or DHCS shall issue reports to the Contractor detailing findings, recommendations, and corrective action. (Cal. Code Reg., tit. 9, § 1810.380.) Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.
8. **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 pursuant to this Agreement.
9. **ADVANCE DIRECTIVES.** Contractor shall comply with the Department of Behavioral Wellness' Policy # 3.004 on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
10. **OVERPAYMENTS.** If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 calendar days to the County after the date on which the overpayment was identified. 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 the required timeframe.
11. **MHP EXHIBIT D(F).** Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 9 Federal Contract Funds, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification of Exhibit D(F) of the MHP are hereby incorporated by reference into this Agreement.

EXHIBIT A-2
HEALTHCARE RECRUITMENT AND PLACEMENT SERVICES

1. DEFINITIONS.

- A. “Professionals” shall mean Contractor-referred candidates who, to the best of Contractor’s actual knowledge, meet County’s qualifications for any or all positions set forth in Section 4 (Description of Professional Services), below.
- B. “Refer”/”Referral” shall mean Contractor’s presentation of Professional candidates to County for consideration, to fill a particular assignment request by County.
- C. “Accept” shall mean when County has verified a referred Professional candidate’s background as suitable for a particular assignment and informs Contractor of County’s wish to engage that Professional candidate for an Assignment.
- D. “Assignment” shall mean County’s offer of a temporary staffing position with the County to a Professional, effective after all credentialing and background checks are completed, for the duration set forth in Contractor’s Assignment Confirmation Letter or Placement Order signed by County.

2. DESCRIPTION OF CONTRACTOR SERVICES.

- A. Barton & Associates, Inc. (“**Contractor**”), located at 300 Jubilee Drive, Peabody, MA 01960 shall provide healthcare recruitment and staffing services to the Santa Barbara County Department of Behavioral Wellness (“**County**”) located at 300 N. San Antonio Road, Santa Barbara, CA 93110.
- B. Contractor shall, upon request of County refer Professionals to meet County’s temporary staffing requirements. Professionals may be considered upon approval of County Behavioral Wellness Medical Director. Contractor’s duty to make referrals hereunder is subject to commercial reasonableness and the availability of Professionals. **Contractor makes no representation, warranty, or guarantee that any referrals will be made or that any Professionals will be available to County.**
- C. Contractor will use commercially reasonable efforts to seek Professionals for County who meet the qualifications, experience, and requirements set forth in writing by County and provided to Contractor. County will provide Contractor with copies of job descriptions applicable to the Professionals requested. County shall begin to conduct credentialing activities, including, but not limited to, conducting an interview with each Professional referred to County within five (5) business days from the time Contractor submits Professional’s application and resume to County. Furthermore, County shall have the right to reject any referred Professional if in its sole discretion County does not believe the referred Professional meets its specifications and request Contractor provide additional Professionals for consideration. Upon County’s acceptance of a Professional, Contractor shall submit a written Assignment Confirmation Letter or Placement Order (PO), an example of which is attached as Exhibit B-2, reflecting the agreed upon terms of the Professional’s Assignment, including length of Assignment, work schedule, and hourly rate to the Behavioral Wellness’ Medical Director or designee. County shall sign the Assignment Confirmation Letter or Placement Order within two (2) business days. The parties agree that if any terms contained

in a PO conflict with the terms set forth in this Agreement, the terms of this Agreement shall prevail.

- D.** County further understands and agrees that all Professionals are independent contractors, not employees, agents, partners, subcontractors, or representatives, of Contractor. As such, Contractor shall not control, exercise any judgment over, influence, or attempt to influence whatsoever any acts or decisions of any Professionals, who represent that they are highly educated, autonomous professionals that exercise and who control their own acts, decisions, and judgments. Additionally, the Parties acknowledge and agree that Contractor does not and shall not withhold or pay any federal, state, or local taxes or provide any worker's compensation or unemployment insurance or any other form of employment-related or retirement benefits or insurance for or on behalf of any Professionals.
- E.** Cultural Competence. When recruiting for Professionals to provide services pursuant to the terms of this Agreement, Contractor shall consider County's goal of building a staff that is 40% bilingual and bicultural in the County's second threshold language, Spanish; and Contractor shall use its commercially reasonable efforts to refer Professionals for County who meet this criterion. Contractor shall also inform Professionals of County's requirement for Professionals to participate in County trainings in Cultural Competence.

3. QUALIFICATIONS AND SCREENING OF PROFESSIONALS.

- A.** Contractor will provide County with the requested background information on each referred Professional including: i) a completed application and/or Curriculum Vitae, ii) license query with the California Medical Board and/or Board of Registered Nursing, iii) query Health and Human Services – Office of Inspector General (HH-OIG) Fraud Prevention and Detection; iv) Contractor self-assessment skills inventory; v) background fingerprint check for record of past criminal record, and vi) references, prior to commencement of the Assignment.
- B.** All qualified Professionals who have been selected by County for Assignment to positions in billable specialty areas 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) licensed 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 (see Exhibit A-3);
 - 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.
- C.** All professionals referred by Contractor and accepted by County shall:
 - 1. Be appropriately licensed and/or certified to practice in that profession in California;
 - 2. Be required to complete a standard Occupational Safety and Health Administration (OSHA) and HIPAA training as provided by County prior to first day of assignment at a County facility.
 - 3. Possess a minimum of one (1) year of full-time experience in an outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County;

4. Possess a current CPR certificate and shall present said certificate to County upon request at time of commencement of the Assignment; and
 5. Have a negative tuberculin skin test or negative chest x-ray.
- D.** Failure to meet these criteria where applicable two (2) weeks PRIOR to start work date may result in the delay of appointment and/or cancellation of assignment offer for Cause. Once assigned, all qualified candidates/employees will be required by County to maintain these qualifications throughout their length of employment. Failure to demonstrate (show proof) of qualifications shall result in the termination of assignment for Cause.

4. DESCRIPTION OF PROFESSIONAL SERVICES.

A. Professionals accepting an Assignment are expected to provide services throughout the County's Behavioral Wellness system of care (e.g., acute inpatient, crisis and outpatient). Under the direction of the Behavioral Wellness Medical Director, Professionals accepted by County for Assignment are required to perform the following duties, and any other duties as agreed to in writing, by the County, Professional, and Contractor:

1. **General Performance Standards** – The Performance Standards applicable to a Professional accepting a Psychiatrist Assignment:
 - i. Provide as needed all psychiatric services allowed under the scope of the licensure as a licensed physician and surgeon in California;
 - ii. Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
 - iii. Document patient encounters in a thorough manner. Notes shall include:
 - a. Naming the patient's chief complaint;
 - b. Recording pertinent elements of the interval history of the present illness, social history, psychiatric history, medication history;
 - c. Completing a full mental status exam; and
 - d. Providing an assessment section that contains analysis of diagnosis, associated impairments, risk, progress and prognosis;
 - iv. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
 - v. Prescribe and administer, as needed, psychiatric medication(s);
 - vi. Provide Medication Assisted Treatment (MAT) services to clients;
 - vii. Efficiently provide bridge orders, using RxNT, for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record;
 - viii. Provide medication education for staff, clients, and families;
 - ix. Provide consultation, training, and support of multi-disciplinary team members, as needed;
 - x. Participate in review, revision, and approval of assessments of clients;
 - xi. Participate in the development, review, revision, and approval of treatment plans;

- xii. Facilitate the transition of clients to appropriate levels of care within the Behavioral Wellness system;
 - xiii. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review; and
 - xiv. Perform other relevant work within the scope of Professional's license.
2. Nurse Practitioner shall be required to perform the following:
- i. Under the supervision of psychiatrist, performs routine mental state examinations, mental health supportive counseling and interventions, including medication evaluation, evaluating medication refills and administering prescribed injections;
 - ii. Takes complete and detailed patient histories; performs physical examinations, records pertinent data, and makes evaluations; identifies abnormalities and develops treatment plans or makes referrals for further diagnosis and/or treatment; instructs and counsels patients and their families regarding matters pertaining to their physical and/or mental health; identifies patients who require the immediate attention of a physician; performs routine screening and laboratory techniques; and assists physicians in providing services to patients requiring continuing care, including reviewing and implementing treatment and therapy plans;
 - iii. Gives technical direction to and works with the nursing staff of treatment team; performs emergency medical treatment as needed; evaluates medical conditions of patients in a clinical setting; participates with other staff in case management of individuals and families who present multiple health problems; evaluates client's needs for other departmental services and refers patients to other community resources; works with other agencies to plan for the patient's continuity of care;
 - iv. Participates as a member of an interdisciplinary team providing technical expertise and assists with oversight of nursing staff; and may provide supervision oversight of Licensed Psychiatric Technicians; and
 - v. Participates in medical staff peer review and quality assurance activities/procedures.
3. Physician's Assistant shall be required to perform the following:
- i. Perform the duties described in Subsection A. 2. items i.-v. of Section 4, of above; and
 - ii. Provide follow-up to patients with continuing healthcare or mental health needs.

5. RESPONSIBILITIES OF COUNTY.

A. Orientation. As part of the first assignment, County will promptly provide Professionals with an adequate and timely orientation on County requirements. County shall review instructions regarding confidentiality (including all necessary HIPAA training, as well as any additional patient and employee confidentiality policies and procedures), any OSHA training required by County, including but not limited to the specific Exposure Control Plan of the County as it pertains to OSHA requirements for blood borne pathogens, as well as any of the County's specific policies and procedures provided to Professionals for such purpose as applicable.

- B. Request for Professionals.** Contractor shall use commercially reasonable efforts to provide Professionals at the request and direction of Behavioral Wellness Human Resources Manager or the Behavioral Wellness Medical Director. Contractor shall not knowingly solicit assignments for Professionals from other County facilities, nor shall Contractor fill requests for Professionals which have been submitted by County staff other than the Behavioral Wellness Human Resources Manager or Behavioral Wellness Medical Director.
- C. Responsibility for Patient Care.** County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Professionals under this Contract are furnished in a safe and effective manner and in accordance with applicable standards.
- D. Non-Performance.** If County concludes, in its sole discretion, that any Professional provided by Contractor has engaged in misconduct, or has been negligent, County may require the Professional to leave the premises and will notify Contractor immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County's obligation to compensate Contractor for such Professional's services will be limited to the number of hours actually worked. Contractor will not reassign the individual to County without prior approval of the County.
- E. Right to Dismiss.** Subject to Section 19 of the Contract, County may request the dismissal of any Professional for any reason. County agrees to notify Contractor of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County shall be obligated to compensate Contractor pursuant to Section 19 of the Contract if a Professional is dismissed without Cause. If County desires to terminate the Assignment of a Professional for documented clinical competence issues, engaging in unprofessional conduct, non-performance per this Exhibit A-2, Section 5.D., and/or failing to demonstrate Professional's qualifications per this Exhibit A-2 Section 3.H. and Exhibit A-2 ("Cause"), County may remove such Professional from the Assignment. Upon any such termination of Assignment for Cause, County shall pay all Assignment Fees earned by Contractor and the terminated Professional, as the case may be, through the effective date of such termination.
- F. Incident Reports.** County shall report to Contractor any incident known to involve any Professional (without disclosing protected health information) that may reasonably lead to a malpractice claim, criminal or civil penalties, or disciplinary action against any Professional or the County (such as Professional errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Professional, and any safety hazards known to be related to the services provided by Professional) in order to comply with Contractor's incident tracking program. Any failure to report such incident may result in loss of such Professional's professional liability insurance coverage through Contractor. **This Section 5F shall survive termination of this Agreement.**
- G.** County shall accept sole responsibility for credentialing, privileging, and approving the qualifications, clinical competence, experience, and background of each Professional.

6. ACCEPTANCE OF SERVICES.

- A.** County's designated representative or Designee shall review for approval weekly time records of Professional(s) on a form provided by Contractor or equivalent form provided by the County. County must account for all hours including, but not limited to, approved time off, unplanned absences, etc.

- B.** County's approval of such time records (including, but not limited to, costs of any applicable overtime rates and hours unaccounted for) shall be evidenced by County's Signature (traditional or electronic) thereon and such approval shall constitute acceptance of the work performed by Professional(s). All adjustments to time records must be submitted in writing prior to the completion of the Assignment. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
- 7. LENGTH OF ASSIGNMENT.** Within the term and maximum amount of this Agreement, County may extend the length of the Assignment by such periods as may be mutually agreed to by Contractor and the affected Professional.
- 8. SUBSTITUTION OF PROFESSIONALS.** If the services of any Professional providing services under this Contract are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).
- 9. ADDITIONAL REQUIREMENTS.**
- A.** Professionals may be required to appear for testimony in court and jury trials as determined necessary by the Conservator for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving.
- B.** Professionals shall provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the County Mental Health Plan (Contract No. 17-94613) s administered by the County's Director of Behavioral Wellness.
- 10. NOTIFICATION.** Each Party will notify the other immediately in the event it becomes aware of: any known complaints against Professionals or other licensed staff providing services under this Agreement; any restrictions in practice or license required to provide services under this Agreement as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any staff privileges required to provide services under this Agreement being restricted at a hospital; any legal suits being initiated specific to Contractor's and/or a Professional's practice; any criminal investigation of Contractor and/or a Professional's arising out of services provided under this Agreement; or any other action being instituted which affects Professional's license or practice required to provide services under this Agreement or which is reasonably likely to impact Contractor or a Professional's ability to provide services under this Agreement (for example, sexual harassment accusations).
- 11. CONFIDENTIALITY.**
- A.** Contractor agrees to inform Professionals to:
1. Maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 5328 *et seq.* and 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement;

2. Prepare patient records in accordance with the appropriate state and federal requirements; and
3. 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 this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

12. DOCUMENTATION. Contractor shall inform Professionals that County requires that they shall enter into County's Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this Contract, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance. County shall provide training to Professionals on documentation within seven days of beginning an Assignment. In addition, County will provide periodic peer review of documentation, and provide feedback to the Professional on the adequacy of documentation. Contractor shall request that Professional's references provide feedback on the quality of Professional's past medical records documentation and that any deficiencies should be noted therein in order to be brought to the attention of County.

13. CONTRACTING OF PROFESSIONALS.

- A. County agrees to accept the Professional for the entire Assignment and any extensions thereof through Contractor if the Professional's written profile is submitted by Contractor to the County before any other agency submits a profile to the County for the same Professional. County shall notify Contractor within one (1) business day if Professional is already known to County. If County fails to comply with the preceding sentence, Contractor shall be deemed to have introduced Professional to County, and County shall exclusively use Contractor to coordinate all Professional assignments for such Professional.
- B. County acknowledges, understands, and agrees that (i) Contractor is not a permanent placement or recruiting agency; (ii) Contractor's business relies on each Professional's ability to provide locum tenens services to Contractor's clients; and (iii) Contractor would be substantially and irreparably harmed if County or any County facility, entity, or organization controlling, controlled by, or under common control with County (each, a "**County Affiliate**"), were to employ or contract directly or indirectly with any Professional introduced to County by Contractor.
- C. Except where expressly prohibited by law, before County or any County Affiliate may engage or attempt to engage, other than under this Agreement, any Professional introduced to County by Contractor in accordance with Section 13(A) above, one of the following conditions must be met. County must either:
 1. Wait at least 24 months from the end of the Professional's most recent Assignment, or, if only a submittal of the Professional's information and no Assignment had been made, 12 months from the last submittal date; or
 2. Wait at least 12 months after the date the Professional first rendered services to County and pay to Contractor an amount equal to \$45,000.00 (the "**Conversion Fee**"); or
 3. Promptly pay to Contractor an amount equal to three times the Conversion Fee, minus \$5,000.00 for each month in which the Professional renders services pursuant to this Agreement.

- D.** The parties agree that the payment described in Section 13 above is reasonable and constitutes compensation, not a penalty. Contractor's right to such payment is Contractor's exclusive remedy for any failure by County to comply with Section 13-C(ii) or Section 13-C(iii). In no event shall County be obligated to pay a Conversion Fee if doing so would exceed the Contract Maximum set forth in Exhibit B of this Agreement; provided, however, that County may amend the Agreement to increase the Contract Maximum if County's payment of the Conversion Fee would exceed the Contract Maximum.
- E. This Section 13 shall survive termination of the Agreement.**

EXHIBIT A-3
CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

1. All independent contract Professionals must meet the following requirements, to be verified by County:
 - A. **Drug Screen.** Proof of a negative drug screen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drug screen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, and Methadone.
 - B. **Background Check.** Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.
 - C. **Health Screening.** Professionals are required to pass a Health Screening. The Health Screening includes, but is not limited to, a physical exam, assessment of immunization status, and a TB screening and shall be conducted within six (6) months prior to initial Assignment of Professional or up to one (1) week after the start of Professional's initial Assignment by a lawfully authorized person who can verify that the Professional does not have any health condition that would create a hazard to the Professional, staff or clients.
 1. **Physical Examination.** Evidence of an acceptable physical with no work restrictions within 6 months is required prior to initial Assignment of Professional or within one week after the start of Professional's initial Assignment. County, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.
 2. **Tuberculosis (TB) Test.** Proof of negative TB test within 6 months prior to initial Assignment of Professional or within one week after the start of Professional's initial Assignment, and on an annual basis and is to include:
 - a. Tuberculin Skin Test (TST);
 - b. Interferon-gamma release assay test, such as a Quantiferon (QFT).
 - c. For those Professionals who have tested positive for TB, TST or QFT, proof of a negative chest x-ray will be required.
 - i. If the chest x-ray is negative, the Professional will be required to complete a symptom questionnaire on an annual basis.

- d. Annually, complete TB screening 30 days from the anniversary date of Professional’s last TB screening.
 - i. Annual TB screening is an ongoing condition of assignment at the County Psychiatric Hospital Facility.
3. **Immunization Records.** Proof of immunization records, laboratory titer test results or a vaccination declination form is required for all Professionals prior to initial Assignment of Professional for preventable diseases including, but not limited to:
- a. Hepatitis B;
 - b. Measles, Mumps and Rubella (MMR);
 - c. Varicella;
 - d. Tetanus-Diphtheria-Pertussis (Tdap);
 - e. Seasonal Influenza (during designated flu season only as determined by the County’s Health Officer). Professionals that decline the influenza vaccination will be required to:
 - i. Complete the Influenza Vaccination Declination Form; and
 - ii. Must wear a procedure mask while on duty during flu season (the dates for the season are to be determined by the County’s Health Officer and will be provided to Professional and Contractor in writing by County).
4. **California Department of Public Health, Public Health Officer Order, Health Care Worker COVID-19 Vaccine Requirement.**
- a. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
 - i. Vaccination and boosters for its professionals; or
 - ii. Exemption status and testing results for its professionals.
 - b. This requirement applies to all of Contractor’s professionals who provide services or work in “Health Care Facilities” as described in the State Public Health Officer Order.
 - c. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.
5. Professionals diagnosed with certain reportable communicable disease will not be allowed to work at the Psychiatric Health Facility (“PHF”). County will provide in writing to Contractor a list of such reportable communicable diseases.
- a. In the event a Professional’s Assignment is terminated following diagnosis of a communicable disease, the Professional must be cleared prior to starting a new Assignment by the County designated occupational health provider.
- D. Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.

- E. Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
 - F. Expired Documentation.** Professionals will NOT be allowed to work with an expired drug screen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their Assignment with the County.
 - G. Certificates/Licenses.** Provide to Behavioral Wellness Quality Care Management Team (QCMT), a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.
2. Failure of Professional to meet any of requirements set forth in this Exhibit A-3 shall result in termination of Assignment for Cause.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-2)
(With attached Exhibit B-1 and B-2)

This Contract provides for reimbursement for services up to the maximum Contract amount, reflected in Section 1 below and Exhibit B-1.

1. **AGREEMENT MAXIMUM VALUE.** For services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$3,600,000** for FY 22-24 and for an annual contract total of \$1,800,000 for FY 22-23 and \$1,800,000 for FY 23-24.
2. **RATE.** County agrees to reimburse and pay at an hourly rate as specified in Exhibit B-1 during the term of this Agreement (subject to applicable survival clauses). However, notwithstanding the preceding, if Contractor determines, in its sole discretion that Professionals cannot be placed at those rates, and County accepts Assignments for Professionals at rates above those in Exhibit B-1, County agrees to reimburse and pay Contractor at rates accepted in the Assignment Confirmation Letter/Placement Order signed by County. The all-inclusive rates shall include all costs associated with Contractor's as well as Professional's services such as lodging, transportation to/from location of origin, meals and other travel; provided that such items shall not be separately billed or expensed to County.
3. **PAYMENT.** Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope of methodology contained in Exhibit A(s) as determined by County. Contractor shall submit to the County designated representative a weekly invoice or certified claim on the County Treasury for the services performed over the period specified.
4. **PROPER INVOICE.** Contractor will refer Professional under this Contract at the rates specified in Exhibit B-1, unless Contractor determines, in its sole discretion that Professionals cannot be placed at those rates. In such instance, Professionals with higher rates will be submitted to County for consideration of an Assignment, and County will have the opportunity to accept or reject such Professionals at the submitted rates. In either instance, County shall pay Contractor in accordance with the agreed upon rate as stated in the Assignment Confirmation Letter or the Placement Order. Contractor will submit weekly invoices to County, as set forth in this Section 4 below, for Professionals provided during the preceding week. These invoices must cite the assigned Contract number. County shall initiate payment processing, which shall be completed within thirty (30) days of presentation of invoices.
 - A. Contractor's invoices for reimbursement shall include the following:
 1. Contract number assigned by County;
 2. Signature of an authorized representative of Contractor; and
 3. A list of Professionals assigned to Behavioral Wellness, time period worked, site worked, and charges for services.

B. Invoices shall be delivered to the following address:

Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org

5. **CORRECTION OF WORK.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
6. **THIRD PARTY BILLING.** County shall require that Professionals do not bill patients, Medi-Cal or other health insurance for services which Contractor bills to the County.
7. Contractor does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors.

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A-2)

	Psychiatry (including Child & Adolescent)	Nurse Practitioner/Physician Assistant
Hourly Rate Range, All inclusive (8 hour per day/40 hour per week minimum)	\$250-\$275***	\$140-\$200
Beeper Fee Weeknight (5PM to 8AM)*	\$500-\$600 per night	N/A
Beeper Fee Weekend (8AM to 8AM per 24 hours, no proration for partial days)*	\$600-700 per day	N/A
**All overtime will be calculated at 1.5 times the regular hourly rate		
FY 22-23 Total Contract Maximum:		\$1,800,000
FY 23-24 Total Contract Maximum:		\$1,800,000
FY 22-24 Total Contract Maximum Not to Exceed:		\$3,600,000

The aforementioned rates are all-inclusive base rates only, and if Contractor determines, in its sole discretion that Professionals cannot be placed at the above fees then Professionals with higher rates will be submitted to County for consideration of an Assignment. This section does not preclude other Professionals not mentioned above from being placed at County under this Contract.

*Overtime applies for time worked while on-call.

**For hours in excess of 40 hours per week.

***Any rate above the \$250 must be approved by the County on a case by case basis.

EXHIBIT B-2
BARTON & ASSOCIATES, INC.
PLACEMENT ORDER TEMPLATE

LOCUM TENENS AGREEMENT

This Placement Order (“**PO**”), dated and effective as of [date] (the “**Effective Date**”), adopts and incorporates by reference the terms and conditions of the Locum Tenens Agreement (as amended, the “**Master Agreement**”), entered into on [date] by and between Barton & Associates, Inc. (“**Barton**”) and Santa Barbara County Department of Behavioral Wellness (“**Client**”) and together with Barton, the “**Parties**”. This PO and the Assignment contemplated hereunder shall in all respects be subject to and conducted in accordance with the terms of this PO and the Master Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. If applicable, this PO shall be an “Assignment Addendum” or “Purchase Order” as provided in the Master Agreement.

Provider.

Assignment Location.

Period of Performance. The period of performance for this Assignment commences on the Effective Date and ends on [date], unless extended or modified by the Parties’ mutual written agreement (including via email).

Coverage Dates. Provider’s anticipated schedule during the period of performance is:

Assignment Fees.

Normal Rate. \$/hour Overtime. \$ /hour, if Provider renders services in excess of hours per shift.

Holidays. Holiday rates of one-and-one-half times the Normal Rate above apply for federally recognized holidays on which Provider renders services at Client’s facility.

Travel & Housing Expenses.

Air Vehicle Rental Other:
 Hotel/ Mileage (Std. IRS Rate)

Special Provisions:

IN WITNESS WHEREOF, this PO is valid and binding upon the Parties as of the Effective Date.

BARTON & ASSOCIATES, INC.

CLIENT:

Bv:
Name:
Title:

Barton Account Manager:

Barton Manager:

Bv:
Name:
Title:

Accounts Payable ContactInfo:

Name:
Email:
Address:
Phone:

SAMPLE

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts)

(Specific to this Agreement)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall promptly notify COUNTY in the event a medical malpractice claim arising out of or in connection with this Agreement becomes known to it. The indemnification provisions in this Agreement shall survive for five (5) years following any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
3. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate the "PL Insurance Policy").

Professionals placed at COUNTY facilities will only be covered under the PL Insurance Policy and will not be covered under CONTRACTOR'S General Liability or Workers' Compensation policies.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR’S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR’S insurance and shall not contribute with it.
3. **Notice of Cancellation** – CONTRACTOR agrees to immediately notify COUNTY upon cancellation of any required insurance policy.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation (except for Professional Liability) which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’S obligation to provide them. Upon request CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. Professionals, as defined within the Agreement, are independent contractors and not subcontractors of CONTRACTOR.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement.

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

EXHIBIT D

CERTIFICATIONS

REGARDING LOBBYING

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned 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 shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall 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 shall 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Name of Contractor	_____ Printed Name of Person Signing for Contractor
_____ Contract/Grant Number	_____ Signature of Person Signing for Contractor
_____ Date	_____ Title

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

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

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

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier __, if known: Congressional District If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description: CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>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.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
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.
- B. 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.