



signed by the CONTRACTOR and a duly-authorized representative of the COUNTY. CONTRACTOR warrants that CONTRACTOR is fully licensed to perform all work contemplated in this Agreement, and CONTRACTOR agrees to submit verification of licensure.

7. **BENEFITS.**

A. **Standard Benefits.** COUNTY shall pay the following costs: Employer's share of either Social Security (aka FICA) or the Social Security Alternative Plan (aka SSAP); employer's share of federal Medicare health insurance; County workers' compensation insurance; State unemployment insurance; and travel expense reimbursement for mileage claims with prior written authorization.

B. **Paid Leave.** CONTRACTOR shall receive paid leave as specified in EXHIBIT B—COMPENSATION or as otherwise required by law. Paid leave shall be taken at a time determined and agreed upon in advance between CONTRACTOR and COUNTY's designated representative. Accumulated paid leave must be taken within the contract period, as paid leave cannot be accrued to subsequent agreements; unused paid leave will be lost upon expiration of the Agreement. Prorated unused paid leave will be paid out if the contract is terminated early by COUNTY. CONTRACTOR may use his or her paid leave specified in EXHIBIT B - COMPENSATION for holidays, vacations, sickness, jury duty, and any other absence from work, and is not otherwise entitled to any additional paid holidays, vacation, sick leave or other leave, unless otherwise required by law. Special requirements may apply to CONTRACTOR's coding of his or her time card in order to be able to receive paid leave.

C. **Retirement.** Unless CONTRACTOR is already a retiree, CONTRACTOR shall be a member of the Santa Barbara County Employees Retirement System ONLY if both of these conditions are true: 1) CONTRACTOR is required to work at least forty (40) hours per bi-weekly pay period; and 2) CONTRACTOR's assignment is not deemed by COUNTY to be temporary, intermittent, or seasonal.

D. **Other.**

1. CONTRACTOR will be offered health insurance coverage upon execution of the contract if the CONTRACTOR is scheduled to work at least thirty (30) hours per week during the contract period. CONTRACTOR will be offered health insurance coverage if the CONTRACTOR works an average of at least thirty (30) hours or more per week, over a standard measurement period of twenty-six (26) pay periods.
2. CONTRACTOR is responsible for licensure fees, subscriptions to journals, and other professional expenses not specifically detailed in this Agreement.
3. CONTRACTOR may be permitted to use COUNTY vehicles as part of CONTRACTOR's assignment and shall maintain a valid California Driver's License.
4. COUNTY may reimburse CONTRACTOR for necessary and prior-approved out-of-pocket expenses while performing required services for COUNTY, in accordance with COUNTY policy. All travel claims and other claim documents, when applicable, must include the board contract number. If the invoice does not properly reference the contract number, those invoices may be returned, delaying payment.

5. Except as required by law, CONTRACTOR is not eligible for any other job benefits accruable to an employee in the classified service of the COUNTY, unless otherwise specified herein or in EXHIBIT B-COMPENSATION.

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

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

10. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to the COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

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

12. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

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

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

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

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

**15. NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

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

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

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service.

Expressly incorporating Government Code section 53260, as may be amended, regardless of the term of the Agreement, if the Agreement is terminated, the maximum cash settlement that CONTRACTOR may receive shall be an amount equal to the monthly salary of CONTRACTOR under this Agreement multiplied by the number of months left on the unexpired term of the Agreement, with the following exception: If the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the CONTRACTOR under this Agreement multiplied by eighteen (18). The

cash settlement formulas described above are maximum amounts that may be paid by COUNTY to CONTRACTOR and not a target or example of the amount of the cash settlement to be paid by COUNTY in all Agreement termination cases (if any).

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

Expressly incorporating Government Code section 53261, as may be amended, the cash settlement specified in Government Code section 53260, as may be amended, shall not include any other noncash items, except health benefits if the CONTRACTOR was receiving health benefits from COUNTY hereunder, which may be continued for the same duration of time as covered in the settlement, pursuant to the same time limitations as provided in Government Code section 53260, or until the CONTRACTOR finds other employment, whichever occurs first.

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

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

**20. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**21. NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**22. ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties, and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding, except as set forth herein. This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

**23. 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.

24. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, comply with all county, state and federal ordinances and statutes 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 or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

25. **CALIFORNIA LAW.** 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.

26. **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.

27. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that 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.

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

29. **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 Code of Federal Regulations (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.

30. **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, which are hereby incorporated by reference in this Agreement.

31. **MANDATORY DISCLOSURES.**

A. **Prohibited Affiliations.**

1. CONTRACTOR shall not knowingly have any prohibited types of relationships 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 nonprocurement 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).)
- ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. 2.101 of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. The CONTRACTOR and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in section 1128B(f) of the Social Security Act) under either sections 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
  3. The relationships described in paragraph A—Prohibited Affiliations of this section, are as follows:
    - 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. section 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 Disclosures.**

1. **Written Notice of Prohibited Affiliations.** The CONTRACTOR shall provide to COUNTY written disclosure of any Prohibited Affiliations identified by the CONTRACTOR or its subcontractors. (42 C.F.R. § 438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. section 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities (“Disclosing Entities”) must disclose certain information related to persons who have an

“ownership or control interest” in the Disclosing Entity, as defined in 42 C.F.R. section 455.101. (For the purposes of this section, “person with an ownership or control interest” means a person or corporation that – a. Has an ownership interest totaling five (5) percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five (5) percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five (5) percent or more in a Disclosing Entity. d. Owns an interest of five (5) percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five (5) percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:

- i. The name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, CONTRACTOR may use the business address for any member of its Board of Supervisors.
  - ii. The name and address of any person (individual or corporation) with an ownership or control interest in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
  - iii. Date of birth and Social Security Number (in the case of an individual).
  - iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
  - v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing Entity has a five (5) percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.
  - vi. The name of any other Disclosing Entity, in which an owner of the Disclosing Entity has an ownership or control interest.
  - vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.
  - viii. Is a partner in a Disclosing Entity that is organized as a partnership.
3. **Timing for Disclosure of Ownership and Controlling Interests.** CONTRACTOR shall complete a Disclosure of Ownership or Controlling Interest form provided by COUNTY upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104; within thirty-five (35) days after any change of ownership; or upon any



person newly obtaining an interest of five (5) percent or more of any mortgage, deed of trust, note or other obligation secured by CONTRACTOR, and that interest equals at least five (5) percent of CONTRACTOR'S property or assets.

**4. Business Transactions (42 C.F.R. § 455.105.).**

CONTRACTOR agrees to furnish to COUNTY or the Secretary of Department of Health Care Services (DHCS), on request, information related to business transactions. CONTRACTOR shall submit, within thirty-five (35) days of the date on a request by COUNTY or the Secretary of DHCS, full and complete information about:

- i. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the twelve- (12) month period ending on the date of the request; and
- ii. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the five- (5) year period ending on the date of the request.

**5. Crimes.**

- i. **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](http://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 C.F.R. section 200.338 including, but not limited to, suspension or debarment. (See also 2 C.F.R. Parts 180 and 376, and 31 U.S.C. § 3321.)
- ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** CONTRACTOR shall submit the following disclosures to COUNTY regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon COUNTY'S request:
  - a. The identity of any person who is a managing employee of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
  - b. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. section 455.101.
- iii. **Timing for Disclosures of Crimes.** The CONTRACTOR shall supply disclosures regarding crimes before entering into the contract and at any time upon the COUNTY'S or DHCS' request.

C. **Lobbying.** If the value of this Agreement exceeds \$100,000, CONTRACTOR shall complete a Certification Regarding Lobbying as set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in EXHIBIT D, Attachment 2, of this Agreement.

1. 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.
2. CONTRACTOR also agrees, by signing this Agreement, 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 subrecipients shall certify and disclose accordingly.

D. **Remedies.**

1. **Denial of Federal Financial Participation for Failure to Provide Timely Disclosures.**

- i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by CONTRACTOR who fails to comply with a request made by the COUNTY or the Secretary of DHCS under this section—Mandatory Disclosures, or under 42 C.F.R. section 420.205 (Medicare requirements for disclosure).
- ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the COUNTY or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
- iii. CONTRACTOR shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the COUNTY or DHCS. (Welf. & Inst. Code § 14043.3.)

2. **Other Remedies.**

COUNTY or DHCS may pursue any remedies provided by law including, but not limited to, the right to withhold payments, disallow costs, or issue a Corrective Action Plan pursuant to Health and Safety Code section 11817.8(h) for CONTRACTOR'S failure to provide required disclosures.

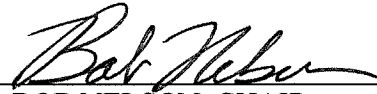
32. **SURVIVAL.** All provisions which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement.

**SIGNATURE PAGE**

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


**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on July 1, 2021.

**COUNTY OF SANTA BARBARA:**

By:   
BOB NELSON, CHAIR  
BOARD OF SUPERVISORS  
Date: 4/6/2021

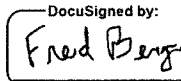
**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk  
Date: 4-6-2021

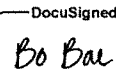
**CONTRACTOR:**

**FRED BERGE, M.D.**

By:   
Authorized Representative  
Name: Dr. Fred Berge  
Title: Psychiatrist  
Date: 3/18/2021

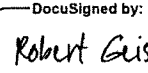
**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

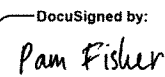
**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

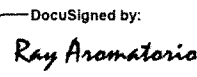
**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D.  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:   
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO, RISK MANAGER  
RISK MANAGEMENT

By:   
Risk Manager

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

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

**1. PERFORMANCE.**

- A. Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with, the following:
1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness), including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP;
  2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness);
  3. All applicable laws and regulations relating to clients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
  4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions;
  5. California's Mental Health Services Act; and
  6. California Code of Regulations Title 9, Division 1.
  7. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.
- B. Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E.

**2. DIRECT SERVICES.**

- A. Contractor providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, Contractors shall receive Documentation Training in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure # 5.008*, as may be amended, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness).

- B. Contractor shall ensure that if Contractor is identified on the Centers for Medicare & Medicaid Services (“CMS”) Exclusions List or other applicable list, Contractor shall not provide services under this Agreement nor shall the cost of such services be claimed to Medi-Cal. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.
- C. Contractor performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Licensing*.
- D. At any time prior to or during the term of this Agreement, the County may require that Contractor undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor passes or fails the background clearance investigation.
- E. County may immediately remove Contractor from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall cease work immediately.
- F. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor for failure to pass the background investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.

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

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor’s facility(ies) and services under this Agreement. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. In the event the license/certification status of any Contractor cannot be confirmed, Contractor shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters.

### 4. REPORTS.

- A. **Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.
- B. **Additional Reports.**
  - 1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In

addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

## **5. BACKGROUND CHECKS.**

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

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

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

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

## **7. CONFIDENTIALITY.**

**A.** Contractor agrees to maintain the confidentiality of client records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 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) Section 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, as applicable. Client records must comply with all appropriate State and Federal requirements.

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

**C.** Contractor shall comply with Exhibit F to the MHP to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information ("PII") as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.

**D.** Contractor shall make itself available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by Contractor, except where Contractor is a named adverse party.

**E.** Upon termination or expiration of this Agreement for any reason, Contractor shall return to County and thereafter destroy any copies of any PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement that Contractor

maintains in any form. Contractor shall retain no copies of such PHI, PI or PII. If return and destruction is not feasible, Contractor shall notify County of the conditions that make the return and destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the MHP to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return and destruction of such data infeasible.

**8. CLIENT AND FAMILY MEMBER EMPOWERMENT.**

- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall actively participate in the planning design, and execution of County's Quality Improvement Program as described in Cal. Code. Regs., Title 9, §1810.440(a)(2)(A).
- C. Contractor shall adopt *Department of Behavioral Wellness' Policy and Procedures # 4.020 Client Problem Resolution Process*, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness), to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- D. Contractor shall take a beneficiary's rights into account when providing services and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*.
- E. Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness' Policy and Procedures # 8.009* to the extent Contractor is a "provider" as defined by the MHP.

**9. CULTURAL COMPETENCE.**

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
  - 1. Whether Contractor is Bilingual; and
  - 2. Efforts aimed at providing culturally competent services such as trainings received, changes or adaptations to service protocol, community education/outreach, etc.
- B. At all times, the Contractor shall utilize County-provided interpreters to communicate in the client preferred language, including American Sign Language (ASL).
- C. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- D. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.

**10. COMPLIANCE PROGRAM.**

- A. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

- B. County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
- C. Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered over payments due to potential fraud, (42 C.F.R. §§ 438.608(a), (a)(2).) Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

## 11. NOTIFICATION REQUIREMENTS.

- A. Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- B. Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-5113 in the event of:
  - 1. Known serious complaints against licensed/certified staff;
  - 2. Restrictions in practice or license/certification as stipulated by a State agency;
  - 3. Contractor privileges restricted at a hospital;
  - 4. Other action instituted which affects Contractor license/certification or practice (for example, sexual harassment accusations); or
  - 5. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #28, Unusual Occurrence Incident Report.
- C. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
  - 1. Suspected or actual misappropriation of funds under Contractor’s control;
  - 2. Legal suits initiated specific to the Contractor’s practice;
  - 3. Initiation of criminal investigation of the Contractor; or
  - 4. HIPAA breach.
- D. Contractor shall immediately notify the client’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client’s care, or the applicable Regional Manager should any of the following occur:
  - 1. Side effects requiring medical attention or observation;
  - 2. Behavioral symptoms presenting possible health problems; or
  - 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- E. Contractor may contact Behavioral Wellness Contracts Division at [bwellcontractsstaff@co.santa-barbara.ca.us](mailto:bwellcontractsstaff@co.santa-barbara.ca.us) for any contractual concerns or issues.



- F. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

## 12. MONITORING.

- A. Contractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 16 (Additional Program Requirements) and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices. Contractor shall cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.
- B. Contractor will practice quality assurance type activities and participate in any provider QCM meetings to review current and coming quality of care issues upon request.
  - 1. **Quality Assurance Requirements.**
    - i. Medi-Cal documentation standards as identified in California Code of Regulations Title 9, Chapter 11 and DHCS Mental Health and Substance Abuse Disorder Information Notices;
    - ii. Assessment guidelines as identified in the *Department of Behavioral Wellness Policy and Procedure #8.100 Mental Health Client Assessment*.
    - iii. Client treatment plan requirements as identified in the *Department of Behavioral Wellness Policy and Procedure #8.101 Client Treatment Plans*.
    - iv. Progress note requirements in the *Department of Behavioral Wellness Policy and Procedure #8.102 Mental Health Progress Notes*.
- C. Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP or this Agreement are identified by County.
- D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- E. Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h).) If monitoring activities identify areas of non-compliance, Contractor will be provided with recommendations and a corrective action plan. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

### 13. NONDISCRIMINATION.

#### A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** 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, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor 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 race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** 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. **Determination of Medical Necessity.** 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. **No Discrimination under State Law.** 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.)

#### B. 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 shall include the provisions of Paragraphs 14(B)(1) through 14(B)(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.

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

#### **14. COLLABORATIVE MEETINGS.**

- A. Behavioral Wellness may conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.
- B. As a condition of funding for Quality Assurance (QA) activities, Contractor may be asked to attend monthly County Quality Improvement Committee (QIC) meetings.

#### **15. TRAINING REQUIREMENTS.**

- A. Contractor shall complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed upon commencement of services under this agreement and annually thereafter:
  1. HIPAA Privacy and Security;
  2. Consumer and Family Culture;
  3. Behavioral Wellness Code of Conduct;
  4. Cultural Competency;
  5. County Management Information System (MIS), including ShareCare and Provider Upload Portal, for service staff who enter data into the system;
  6. MHSA Overview Training (required once only upon hire); and
  7. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.
- B. Training Requirements for Mental Health Staff who provide direct service/document in Clinician's Gateway. The following trainings must be completed at hire and annually thereafter:

1. Clinician's Gateway (required once only upon hire);
2. Documentation; and
3. Assessment and Treatment Plan.

#### **16. ADDITIONAL PROGRAM REQUIREMENTS.**

- A. Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures # 2.002 Beneficiary Informing Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e); 42 C.F.R. § 438.10.)
- B. Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(D)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- C. Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring*.
- D. Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights*.
- E. Policy and Procedure #3.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
- F. Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials*.
- G. Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations*.
- H. Policy and Procedure #4.014.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions*.
- I. Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training*.
- J. Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment*.
- K. Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Client Treatment Plans*.
- L. Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 Mental Health Progress Notes*.

- M. Policy and Procedure # 9.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #9 Service Triage for Urgent and Emergency Conditions.*
- N. Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- O. Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only offers services to Medi-Cal beneficiaries, maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- P. Access to Routine Appointments.** Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the client the option to re-contact the County's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the client within the 10 business day standard).
- Q. 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.

**17. CONTRACT COMPLIANCE.**

- A.** This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- B.** To the extent there is a conflict between federal or state law or regulation and a provision in the MHP or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, #17-94613 Exhibit E, Paragraph 7(A).
- C.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in accordance with Welf. Inst. Code § 14712(e) or other applicable statute.
- D.** The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 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.
- E.** The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

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**EXHIBIT A-2**  
**STATEMENT OF WORK**

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1. CONTRACTOR shall serve as a Board-certified or Board-eligible psychiatrist for, and on behalf of, COUNTY under the general direction of the Director of Behavioral Wellness or designee, and will perform the following duties to include, but not be limited to:
  - A. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California, including Assessment/Evaluation, Collateral and Medication Support Services.
  - B. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations.
  - C. Prescribe and administer, as needed, psychiatric medication(s) using the RxNT prescribing tool. Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, client's record.
  - D. Provide medication education for staff, clients, and families, and include documentation of such in clinical notes.
  - E. Participate in development, review, revision, and approval of assessments and treatment plans of clients.
  - F. Provide consultation, training, and support of multi-disciplinary team members, as needed.
  - G. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review.
  - H. Accept training on the use of Online Progress Notes (OLPN) and document client contacts using the OLPN format. Adhere to documentation and reporting requirements established by COUNTY.
  - I. Perform other relevant work within the scope of CONTRACTOR'S license.
  - J. The following summarizes the expectations regarding appointment scheduling for CONTRACTOR.
    1. New client appointments shall include a client assessment, initial treatment plan, and appropriate documentation within the time allotted:
      - i. New clients over the age of eighteen (18) shall be scheduled for one and a half (1.5) hours;
      - ii. New clients under the age of eighteen (18) shall be scheduled for two (2) hours.
      - iii. New clients may present for services in South County Crisis Services in an unscheduled manner; the time allotted to them is based on the discretion of the psychiatrist and the demands of the clinic at the time.
    2. Follow-up appointments:
      - i. Clients over the age of eighteen (18) shall be scheduled for thirty (30) minute appointments.
      - ii. Clients under the age of eighteen (18) shall be scheduled for forty-five (45) minutes.
    3. Accommodate urgent or emergent concerns, walk-ins, medication refills, or other requests made by the Psychiatric Technicians or program manager in the event of a client "no-show".
  - K. Maintain productivity levels of sixty-five (65) percent.
  - L. Obtain a "Live Scan" clearance to work in the AB109 Clinic.

## 2. DEFINITIONS.

- A. Assessment/Evaluation.** Assessment is designed to evaluate the current status of a client's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204.
- B. Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client in terms of achieving the goals of the client's Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

- C. Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client, as defined in Title 9 CCR Section 1810.225.

## 3. QUALIFICATIONS OF PROFESSIONALS.

- A. CONTRACTOR** must be eligible to participate in Medicare, Medicaid, and/or other federal health care programs; must possess a National Provider Identifier (NPI); must possess a valid Drug Enforcement Agency (DEA) license in the state of California, and, where applicable, will be required to meet the following criteria:
1. Submit a completed credentialing application and/or required documentation for credentialing, as applicable;
  2. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal and/or private insurance) OR have submitted completed billable provider application along with the required documentation in order to obtain the appropriate billable provider status.

Failure to meet these criteria and/or conditions, where applicable, two (2) weeks PRIOR to the start work date may result in the delay of appointment and/or cancellation of this Agreement. Once appointed, CONTRACTOR will be required to maintain these qualifications throughout the length of the Agreement. Failure to demonstrate (show proof) of qualifications shall result in the termination of this Agreement.

- 4. CONTRACTOR** is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State and federal licensure requirements as a provider of its kind. Services provided by unlicensed or uncertified persons shall not be compensated.



5. CONTRACTOR shall provide to Behavioral Wellness Quality Care Management (QCM) a current copy of CONTRACTOR'S Drug Enforcement Agency (DEA) certificate and physician's license.
6. CONTRACTOR agrees to appear for testimony for court and jury trials as determined necessary by the County of Santa Barbara Public Guardian for purposes of establishing or reestablishing conservatorships for COUNTY clients CONTRACTOR has previously or are currently serving.
7. CONTRACTOR agrees to store and dispense medications in compliance with all applicable Behavioral Wellness policies and procedures and state and federal laws and regulations per California Code of Regulations Title 9, section 1810.435(b)(2),(3).
8. CONTRACTOR shall provide COUNTY proof of an up-to-date immunization record and annual tuberculosis test prior to the onset of onsite work in accordance with the requirements of California Code of Regulation Title 9.

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

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**COUNTY** shall pay **CONTRACTOR** for professional services pursuant to this Agreement upon biweekly submission by **CONTRACTOR** of a timesheet, and such payment shall be subject to deductions and withholding of state and federal taxes. In no event shall the compensation payable exceed the total sum of **\$130,832** without written amendment. This not to exceed amount includes the following:

- A. \$130,832 for 1,040 total paid hours at a rate of \$ 125.80 per hour;
- B. Total paid hours includes 80 hours of paid leave (must be at least 24 hours); and
- C. \$0 for health insurance coverage should the **CONTRACTOR** be eligible for and elect coverage.

**EXHIBIT C**

**[Not applicable to this Agreement]**

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

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

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.

Dr. Fred Berge

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

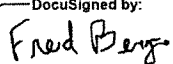
\_\_\_\_\_  
Contract / Grant Number

3/18/2021

\_\_\_\_\_  
Date

Dr. Fred Berge

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

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

Psychiatrist

\_\_\_\_\_  
Title

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

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

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



## 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.