

## AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter **COUNTY**) and Fred Berge M.D., **EID# COP-TBD**, with a principal place of business at 696 Kickapoo Dr., Ventura, CA (hereafter **CONTRACTOR**) wherein **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Deputy Director Administration at phone number 805-681-5220 is the representative of **COUNTY** and will administer this Agreement for and on behalf of **COUNTY**. Fred Berge at phone number 8057097103 is the authorized representative for **CONTRACTOR**. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To **COUNTY**: Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road, Bldg. 3  
Santa Barbara, CA 93110

To **CONTRACTOR**: Fred Berge, M.D.  
696 Kickapoo Dr..  
Ventura, CA 93001

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** **CONTRACTOR** agrees to provide services to **COUNTY** in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** **CONTRACTOR** shall commence performance on 7/1/2012 and end performance upon completion, but no later than 6/30/2013 unless otherwise directed by **COUNTY** or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** **CONTRACTOR** shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. The maximum payment under this Agreement shall not be exceeded without a written notice from **COUNTY**.

6. **CONTRACTOR ON PAYROLL STATUS.** **CONTRACTOR** understands and agrees that **CONTRACTOR'S** term of work is governed solely by this Agreement; and that no right of tenure is created hereby; and that he/she does not and will not, by virtue of this Agreement, hold a position in any department or office of the **COUNTY**; and that **CONTRACTOR'S** services to the

**COUNTY** under this Agreement are authorized pursuant to Government Code Section 31000. To the extent that this Agreement can be construed as an agreement of employment, such employment is at-will, and it shall remain at-will unless and until the parties expressly state their intention to make it otherwise, in writing signed by the **CONTRACTOR** and a duly-authorized representative of the **COUNTY**. **CONTRACTOR** warrants that **CONTRACTOR** is fully licensed to perform all work contemplated in this Agreement, and **CONTRACTOR** agrees to submit verification of licensure.

7. **BENEFITS.**

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

B. **Paid Leave:** **CONTRACTOR** understands and agrees that **CONTRACTOR** is not entitled to any paid holidays, paid vacation, paid sick leave or other paid leave.

C. **Retirement:** **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. Retirement benefits shall be pro-rated according to the applicable percentage of a full-time equivalent (i.e. .5, .6, .625, .75, .8, .875, .9, or 1.0).

D. **Other:** **CONTRACTOR** understands and agrees that **CONTRACTOR** is not and will not be eligible for membership in, or any benefits from, any **COUNTY** group plan or hospital, surgical or medical insurance.

**CONTRACTOR** is responsible for licensure fees, subscriptions to journals and other professional expenses not specifically detailed in this Agreement.

**CONTRACTOR** may be permitted to use **COUNTY** vehicles as part of **CONTRACTOR'S** assignment and shall maintain a valid California Driver's License.

**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.

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.

8. **STANDARD OF PERFORMANCE.** **CONTRACTOR** represents that **CONTRACTOR** has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, **CONTRACTOR** shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which **CONTRACTOR** is engaged. All products of whatsoever nature, which **CONTRACTOR** delivers to **COUNTY** pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in **CONTRACTOR'S** profession. **CONTRACTOR** shall correct or revise any errors or omissions, at

**COUNTY'S** request without additional compensation. Permits and/or licenses shall be obtained and maintained by **CONTRACTOR** without additional compensation.

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

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**.

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 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.

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

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 7/1/2012.

COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM:  
CEO/HUMAN RESOURCES

**CONTRACTOR**

By: \_\_\_\_\_  
Human Resources Director

By: \_\_\_\_\_  
SocSec or TaxID Number:

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

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

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

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

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

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

APPROVED AS TO FORM AND CONTENT:  
DEPARTMENT DIRECTOR

APPROVED AS TO FORM:  
RISK MANAGEMENT

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

By: \_\_\_\_\_  
Risk Management

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

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

## EXHIBIT A

### STATEMENT OF WORK

**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 Alcohol, Drug & Mental Health Services or designee, and will perform the following duties at Crisis and Recovery Emergency Services (CARES) South, Santa Barbara PEI/Early Detection and Intervention, and/or Santa Barbara New Heights, or as otherwise mutually agreed. Duties shall include but not be limited to:

1. 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.
2. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations.
3. Prescribe and administer, as needed, psychiatric medication(s). Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record.
4. Provide medication education for staff, clients, and families.
5. Participate in review, revision, and approval of assessments of clients.
6. Participate in the development, review, revision, and approval of treatment plans.
7. Provide consultation, training, and support of multi-disciplinary team members, as needed.
8. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review.
9. Adhere to documentation and reporting requirements established by **COUNTY**.
10. Perform other relevant work within the scope of **CONTRACTOR'S** license.
11. The following summarizes the expectations of the psychiatrist.
  - a. Shall accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
  - b. New patient appointments shall include a client assessment, initial treatment plan, appropriate documentation and dictation of case within the time allotted:
    1. New adult patients over the age of 18 shall be scheduled for 1.5 hours;
    2. New child patients under the age of 18 shall be scheduled for 2 hours.
  - c. Follow-up appointments:
    1. Adults over the age of 18 shall be scheduled for 30 minute appointments. It is

expected that a minimum of two (2) adult clients will be seen per hour, and their care documented using the OLPN format.

2. Children under the age of 18 shall be scheduled for 45 minutes. It is expected that at least one client will be seen per 45 minutes, and their care documented using the OLPN format.

d. Shall 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".

12. Productivity expectations are 65%.

### 13. DEFINITIONS:

a. Assessment/Evaluation. A clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Assessment includes: diagnosis; use of testing procedures; face-to-face contact with the client; appraisal of the individual's social functioning such as living situation, daily activities, school activities, social support systems and health status. Cultural issues shall be addressed as appropriate.

b. Collateral. Contact with one or more significant support persons in the life of the individual that may include consultation and training, to assist in better utilization of services and understanding mental illness or emotional disturbances. Collateral services include, but are not limited to, helping significant support persons to understand and address the individual's condition and involving the support persons in service planning and implementation of service plan(s).

c. Medication Support Services. Those services including prescribing, administering, dispensing, and monitoring psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. These services may include evaluation of the need for medication, evaluation of the clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the services and/or assessment of the client. These services may only be provided by a licensed physician.

14. **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.

15. **CONTRACTOR** shall provide to Alcohol, Drug & Mental Health Services Quality Assurance and Utilization Management (QA/UM) a current copy of **CONTRACTOR'S** Drug Enforcement Agency (DEA) certificate and physician's license.

16. **CONTRACTOR** agrees to 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 Community Mental Health Services plan and policy as administered by the **COUNTY'S** Director of Alcohol, Drug & Mental Health Services.

17. **CONTRACTOR** agrees to appear for testimony for 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. Services provided by unlicensed or uncertified persons shall not be compensated.
  
18. **CONTRACTOR** agrees to store and dispense medications in compliance with all applicable State and Federal laws and regulations, as per California Code of Regulations Title 9, Chapter 11, Section 1810.435 (b)(2)&(3).

## EXHIBIT B

### CONTRACTOR ON PAYROLL Compensation

**COUNTY** shall pay **CONTRACTOR** for professional services pursuant to this Agreement upon biweekly submission by **CONTRACTOR** of a timesheet, and such payment shall be subject to deductions and withholding of state and federal taxes. In no event shall the compensation payable exceed the total sum of \$105600 without written amendment. This not to exceed amount includes the following:

- \$105600 for 960 hours of work by **CONTRACTOR** at a rate of \$110.00 per hour.

**EXHIBIT C**  
**Addendum**

**CONTRACTOR** acknowledges that in order for **COUNTY** to offer **CONTRACTOR** employment under this Agreement, **COUNTY** must pay a placement fee of \$14,000 to Medical Doctor Associates to release **CONTRACTOR** from Medical Doctor Associates' representation. In consideration for **COUNTY** paying Medical Doctor Associates this \$14,000 fee, **CONTRACTOR** agrees to serve the **COUNTY** for the full term of this Agreement. In the event that **CONTRACTOR** terminates this Agreement before the end of the term, **CONTRACTOR** agrees to repay **COUNTY** a portion of the \$14,000 fee **COUNTY** paid to Medical Doctor Associates which shall be forgiven at a prorated rate throughout the length of this Agreement. The amount which shall be payable to County in the event Contractor terminates this Agreement shall be reduced by \$1,000 per month starting July 31, 2012.

**Contract Summary**

**EID# COP-TBD**

D1. Fiscal Year: FY 12-13

D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): 043

D3. Requisition Number: \_\_\_\_\_

D4. Department Name: Alcohol, Drug and Mental Health Services

D5. Contact Person: Erin Jeffery

D6. Phone: 805-681-5168

K1. Contract Type (check one):  Personal Service  Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose: Psychiatric Services

K3. Original Contract Amount: \$105600

K4. Contract Begin Date: 7/1/2012

K5. Original Contract End Date: 6/30/2013

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose(2-4 words)</u>

K7. Department Project Number: \_\_\_\_\_

B1. Is this a Board Contract? (Yes/No): Yes

B2. Number of Workers Displaced (if any): \_\_\_\_\_

B3. Number of Competitive Bids (if any): \_\_\_\_\_

B4. Lowest Bid Amount (if bid): \$

B5. If Board waived bids, show Agenda Date: \_\_\_\_\_

B6. ... and Agenda Item Number: #

B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶/¶): Yes

F1. Encumbrance Transaction Code: 1701

F2. Current Year Encumbrance Amount: \$105600

F3. Fund Number: 0048

F4. Department Number: 043

F5. Division Number (if applicable): MULT

F6. Account Number: 6177

F7. Cost Center number (if applicable): \_\_\_\_\_

F8. Payment Terms: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing): \_\_\_\_\_

V2. Payee/**CONTRACTOR** Name: Fred Berge, M.D.

V3. Mailing Address: 696 Kickapoo Dr.

V4. City State (two-letter) Zip (include +4 if known): Ventura, CA 93001

V5. Telephone Number: 8057097103

V6. **CONTRACTOR'S** Federal Tax ID Number (EIN or SSN):/on file \_\_\_\_\_

V7. Contact Person: Dr. Fred Berge

V8. Workers Comp Insurance Expiration Date: N/A

V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl): N/A

V10. Professional License Number: #G83911

V11. Verified by (name of County staff): Erin Jeffery

V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

**I certify the following:** information is complete and accurate; designated funds are available; required concurrences are as evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_