

AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara (hereafter COUNTY), a political subdivision of the State of California, and Robert Rankin, an individual (hereafter CONTRACTOR), with a principal place of business at [REDACTED], wherein CONTRACTOR agrees to provide, and COUNTY agrees to accept, the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Director at phone number 805-681-5220 is the designated representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert Rankin at phone number [REDACTED] 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
Department of Behavioral Wellness
300 N. San Antonio Road, Bldg. 3
Santa Barbara, CA 93110

To CONTRACTOR: Robert Rankin
[REDACTED]

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

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.
4. **TERM.** CONTRACTOR shall commence performance on April 14, 2025 and end performance upon completion, but no later than April 13, 2026 unless otherwise directed by COUNTY or unless earlier terminated.
5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B-CONTRACTOR ON PAYROLL COMPENSATION, attached hereto and incorporated herein by reference. The maximum payment under this Agreement shall not be exceeded without a written notice from COUNTY.

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

7. **BENEFITS.**

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

coverage if the CONTRACTOR works an average of at least 30 hours or more per week, over a standard measurement period of twenty-six) (26) pay periods.

2. CONTRACTOR is responsible for licensure fees, subscriptions to journals and other professional expenses not specifically detailed in this Agreement.
 3. CONTRACTOR may be permitted to use COUNTY vehicles as part of CONTRACTOR's assignment and shall maintain a valid California Driver's License.
 4. COUNTY may reimburse CONTRACTOR for necessary and prior-approved out-of-pocket expenses while performing required services for COUNTY, in accordance with COUNTY policy. All travel claims and other claim documents, when applicable, must include the board contract number. If the invoice does not properly reference the contract number, those invoices may be returned, delaying payment.
 5. Except as required by law, CONTRACTOR is not eligible for any other job benefits accruable to an employee in the classified service of the COUNTY, unless otherwise specified herein or in EXHIBIT B-CONTRACTOR ON PAYROLL COMPENSATION.
8. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that CONTRACTOR has the skills, expertise, and licenses /permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.
9. **TAXES.** The COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, and such payment shall be subject to deductions and include withholding of state and federal taxes as specified in Section 7 (A) herein.
10. **CONFLICT OF INTEREST.** 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 and Civil and Respectful Workplace 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. **NON-ASSIGNMENT.** CONTRACTOR shall not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Agreement without the prior written

consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

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

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

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

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

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

Expressly incorporating Cal. Gov. Code Section 53243.2, as may be amended, regardless of the term of the Agreement, if the Agreement is terminated, any cash settlement related to the termination that CONTRACTOR may receive from COUNTY shall be fully reimbursed to

COUNTY if CONTRACTOR is convicted of a crime involving an abuse of his or her office or position, as defined in Government Code Section 53243.4, as may be amended.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
21. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
22. **DEBARMENT AND SUSPENSION.**
 - A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
 - B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of Health Care Services and County, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.
 - C. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - D. CONTRACTOR must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, comply with all COUNTY, State and Federal ordinances, regulations, statutes, and orders, including, but not limited to, executive orders, court orders, and health officer orders; policies including, but not limited to, COUNTY'S Drug-Free Workplace and Workplace Violence Prevention policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance, regulation, statute, policy, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between CONTRACTOR and COUNTY.
26. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that CONTRACTOR shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections shall prevail over those in the Exhibits.
30. **SURVIVAL.** All provisions which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement.
31. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.** CONTRACTOR shall comply with the requirements of 2 C.F.R. Parts 200 and 300 and 45 C.F.R. Part 75, which are incorporated herein by reference.
32. **MANDATORY DISCLOSURE.**

A. Prohibited Affiliations

1. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101 of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
3. CONTRACTOR shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 32 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity 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. § 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 Social Security 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. 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.** CONTRACTOR shall provide to COUNTY written disclosure of any prohibited affiliation 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. § 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. § 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 (5) five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to (5) five 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 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. § 455.101. For purposes of this disclosure, CONTRACTOR may use the business address for any member of its Board of Directors.
 - 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 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 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 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by CONTRACTOR, and that interest equals at least 5% of CONTRACTOR's property or assets.
4. **Business Transactions. (42 C.F.R. § 455.105.)**
- i. CONTRACTOR agrees to furnish to COUNTY or the Secretary of DHCS on request, information related to business transactions. CONTRACTOR shall submit, within 35 days of the date on a request by COUNTY or the Secretary of DHCS full and complete information about:
 - a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. 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 promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to COUNTY, SAMHSA, Health and Human Services Office of Inspector General, and DHCS. CONTRACTOR is also required to report matters related to COUNTY, State, or Federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of

the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

- 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 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, which are incorporated herein by this reference.

- 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.
- 3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

D. Remedies.

1. Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.

- i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the COUNTY or Secretary of DHCS under this section Mandatory Disclosures, or under 42 C.F.R. § 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. A provider 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 CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for CONTRACTOR's failure to provide required disclosures.

33. PROCUREMENT OF RECOVERED MATERIALS.

- A. CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

34. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

35. PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement

equipment and services, and to ensure that communications service to users and customers is sustained.

- E.** CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and **Robert Rankin**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:


LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date:

4-8-25

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:


Deputy Clerk

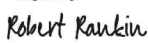
Date:

4-8-25

CONTRACTOR:

ROBERT RANKIN

By:

Signed by:

D600012875674FV
Authorized Representative

Name:

Robert Rankin

Title:

Systems and Programming Analyst

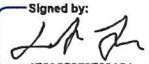
Date:

3/27/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

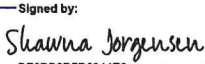
By:

Signed by:

4E23C73F3F624C1...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

Signed by:

DF0B0B07D0344E0...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:

DocuSigned by:
Antonette Navarro
2995C6A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

DocuSigned by:

57B94B05FA10407...
Risk Manager

EXHIBIT A-1
CONTRACTOR ON PAYROLL
GENERAL PROVISIONS

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

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

 - A.** CONTRACTOR's performance shall be governed by and construed in accordance with all applicable laws and regulations and all applicable contractual obligations of the COUNTY under the County Integrated Intergovernmental Agreement (Contract No. 24-40145) between the County and the State Department of Health Care Services ("DHCS"), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, E, and F of Section 7(B) of Exhibit E of the Integrated Intergovernmental Agreement and the applicable provisions of Exhibit D of the Integrated Intergovernmental Agreement, referenced in Section 11 (Integrated Intergovernmental Agreement Exhibit D) of this Exhibit A-1. CONTRACTOR shall comply with the Integrated Intergovernmental Agreement, which is incorporated by this reference.
 - B.** CONTRACTOR shall comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230, subd. (c)(2).)
- 2. COMPLIANCE WITH COUNTY'S OBLIGATIONS IN THE INTEGRATED INTERGOVERNMENTAL AGREEMENT (CONTRACT NO. 24-40145).** CONTRACTOR agrees to perform the applicable delegated activities and reporting responsibilities in compliance with the COUNTY's obligations in the Integrated Intergovernmental Agreement. (42 C.F.R. § 438.230(c)(1)(ii)).
- 3. REPORTS.** CONTRACTOR agrees to submit data and reports as required by this Agreement or subsequently required by COUNTY and/or DHCS.

 - A.** CONTRACTOR agrees that DHCS, through COUNTY, has the right to withhold payments until CONTRACTOR has submitted any required data and reports to COUNTY or DHCS, as identified in this Agreement and in accordance with any applicable statute or regulation.

4. **TERMINATION.** In addition to Sections 17 (Termination) and 20 (Remedies Not Exclusive) of this Agreement, CONTRACTOR agrees that the COUNTY or DHCS may revoke, in full or in part, this Agreement, any subcontract made pursuant to this Agreement, and any activities or obligations delegated by COUNTY to CONTRACTOR or may apply other remedies permitted by state or federal law when the COUNTY or DHCS determines that the CONTRACTOR or its subcontractor(s) has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

5. **NONDISCRIMINATION.**

A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, 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, sections 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.** No Discrimination against Handicapped Persons. CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted program or activity, and shall comply with the implementing regulations Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
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 ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the 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 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 and its subcontractors 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. CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of any ground protected under federal law including 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. 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. 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. 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 C.F.R. 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. 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 C.F.R. 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 C.F.R. 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. CONTRACTOR shall include the provisions of Paragraphs 5(B)(1) through 5(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 C.F.R. 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. Section 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.** CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

6. MONITORING FOR COMPLIANCE.

- A. COUNTY shall monitor CONTRACTOR's compliance with the provisions of this Agreement and the Integrated Intergovernmental Agreement (Contract No. 24-40145) and shall provide a corrective action plan if deficiencies are identified.
- B. When monitoring activities identify areas of non-compliance, the COUNTY or DHCS shall issue reports to the CONTRACTOR detailing findings, recommendations, and corrective action. (Cal. Code Reg., tit. 9, § 1810.380.) Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.
7. **HOLD HARMLESS.** CONTRACTOR agrees to hold harmless the State and beneficiaries in the event the COUNTY cannot or does not pay for services performed by the CONTRACTOR pursuant to this Agreement.
8. **BWELL POLICY #3.004.** CONTRACTOR shall comply with the Department of Behavioral Wellness' Policy #3.004 on advance directives and the COUNTY's obligations for Physician Incentive Plans, as applicable.
9. **OVERPAYMENTS.** If the CONTRACTOR discovers an overpayment, the CONTRACTOR must notify the COUNTY in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within thirty (30) calendar days to the COUNTY after the date on which the overpayment was identified. COUNTY may withhold amounts from future payments due to CONTRACTOR under this Agreement or any subsequent agreement if CONTRACTOR fails to make direct payment within the required timeframe.
10. **INTEGRATED INTERGOVERNMENTAL AGREEMENT (CONTRACT NO. 24-40145) EXHIBIT D.** The following provisions of the Integrated Intergovernmental Agreement, Exhibit D are hereby incorporated by reference into this Agreement: Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment/Property Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

EXHIBIT A-2

STATEMENT OF WORK

CONTRACTOR shall provide the following services for, and on behalf of, COUNTY under the general direction of the Director of Behavioral Wellness Services or designee, and will perform the following information technology services including, but not limited to:

- A. Database support and maintenance;
- B. Report Automation;
- C. Conventional Programming;
- D. Dynamic run-time Link Programming; and
- E. Staff Training.

The parties agree that Robert Rankin shall be the individual personally responsible for providing all services hereunder. COUNTY must approve any additional persons contracted to provide services to COUNTY.

SUSPENSION FOR CONVENIENCE. The Director of the Department of Behavioral Wellness or designee may, without cause, order CONTRACTOR in writing to suspend, delay, terminate, or interrupt the services under this Agreement in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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, not-to-exceed sum of \$49,950, inclusive of \$14,984 for FY 24-25, and \$34,966 for FY 25-26, without written amendment. This not-to-exceed amount includes the following:

- \$49,950 for 666 total paid hours by CONTRACTOR at a rate of \$75.00 per hour.
- Total paid hours include 24 hours of paid leave (must be at least 24 hours).
- \$0 for health insurance coverage should the CONTRACTOR be eligible for and elect coverage.