

Attachment B

Jackson & Coker Locumtenens
LLC FY 24-25

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

JACKSON & COKER LOCUMTENENS, LLC

FOR

MENTAL HEALTH STAFFING SERVICES

STANDARD TERMS
AND CONDITIONS

Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

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

4. TERM.

Contractor shall commence performance on **07/01/2024** and end performance upon completion, but no later than **06/30/2025** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its staffing services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, subcontractor, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its staffing work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its staffing obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits and withholding Social Security or other employee taxes in accordance with all regulations governing such matters. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees and payment of the Professionals contracted by Contractor, "Professionals," as defined in Exhibit A-1. It is understood by all parties that Professionals are not officers, agents, subcontractors, servants, employees, joint venturers, partners, or associates of County. Additionally, selected Psychiatrist Professionals are independent contractors and thus not officers, agents, subcontractors, servants, employees, joint ventures, partners, or associates of Contractor. However, in accordance with California law, selected Nurse Practitioner Providers and Physician's Assistant Providers are employees of Contractor's affiliate. It is acknowledged that during the term of this Agreement, Contractor may be providing its staffing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE.

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the staffing services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by persons of the same profession in which Contractor is engaged. All products to the extent it is applicable, and/or services of

prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. County shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

- A. Contractor shall make available for inspection, copying, evaluation, or audit, its premises; physical facilities, or such parts thereof as may be engaged in Contractor's performance of its staffing services pursuant to the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, directly related to Contractor's staffing services and activities performed, and of amounts payable, under this Agreement (hereinafter referred to as "Records"), to County, Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS), Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit") upon reasonable advance written notice. County shall be responsible for the cost of all Records copied.
- B. Any such Audit shall occur at the Contractor's place of business, premises, or physical facilities during normal business hours and upon advance written notice by County, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.

upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

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

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. County shall provide a written copy of such Ordinance to Contractor. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-3 – Mental Health Plan Required Terms to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

Neither party shall assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

A. By County. County may, by advanced written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the

rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

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

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

No delay or omission of 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 either party shall be exercised from time to time and as often as may be deemed expedient.

25. 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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness or designee. The Behavioral Wellness Director or designee may also add positions and/or approve rate changes not to exceed 10% of the rate currently stated in Exhibit B-1, subject to the procedures set forth in Exhibit B,

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

33. COMPLIANCE WITH PRIVACY LAWS.

To the extent required by law, Contractor shall adhere to all applicable County, State, and federal healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in EXHIBIT A-1, Section 13 (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data. It is understood and agreed by all parties that Contractor does not have access to protected health information as defined by HIPAA in the performance of Contractor's staffing services pursuant to this Agreement.

34. 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. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any Federal health care program (as defined in Section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).) To the extent it is applicable, Contractor shall utilize commercially reasonable efforts to require the same of its subcontractors.
3. The Contractor shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 36 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:
 - i. 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).)

- 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 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

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.

35. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, if applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

36. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. To the extent it is applicable and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-

- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B.** In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C.** See [Public Law 115-232](#), section 889 for additional information.
- D.** See also [§ 200.471](#).

THIS SECTION LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Jackson & Coker LocumTenens, LLC**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2024.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

JACKSON & COKER LOCUMTENENS, LLC

By: _____
DocuSigned by:
Matt Hale
59A3AA1FCA147E
Authorized Representative
Matt Hale

Name: _____

Title: SVP Finance

Date: 6/17/2024

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
DocuSigned by:
Bo Bai
48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
DocuSigned by:
C. Schaffer
A09E058D71D04FB...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
DocuSigned by:
Antonette Navarro
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
DocuSigned by:
Greg Milligan
DD29F434CD90430...
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – MHS STATEMENT OF WORK

EXHIBIT A-1 Healthcare Recruitment and Placement Services

EXHIBIT A-2 Credentialing Requirements for Healthcare Professionals

EXHIBIT A-3 Mental Health Plan Required Terms

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Agreement Maximum

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

EXHIBIT A-1
STATEMENT OF WORK
HEALTHCARE RECRUITMENT AND PLACEMENT SERVICES
(Specific to this Agreement)

1. **PURPOSE.** Jackson and Coker LocumTenens, LLC, (Contractor) is a locum tenens staffing agency and shall, upon request of County, use its best efforts to source, screen and present Board-certified psychiatrists, nurse practitioners, and physician’s assistants (hereafter “Professionals,”) who Contractor shall require to be Board-certified to meet County’s temporary staffing requirements as set forth in this Statement of Work.
 - A. Board-eligible psychiatrists may be considered upon approval of the Behavioral Wellness Medical Director.
 - B. Contractor’s duty to make Referrals hereunder is subject to the availability of Professionals.
2. **DEFINITIONS.**
 - A. “*Accept*” shall mean when County has verified a referred Professional candidate’s background as suitable for a particular assignment and informs Contractor of County’s wish to engage that Professional candidate for an Assignment.
 - B. “*Assignment*” shall mean County’s offer of a temporary staffing position with the County to a Professional, effective after all credentialing and background checks are completed, for a minimum of two weeks as set forth in Contractor’s Assignment confirmation letter signed by County.
 - C. “*Professionals*” shall mean Contractor-sourced and screened candidates who, to the best of Contractor’s knowledge upon due diligence, meet County’s qualifications for any or all positions set forth in Section 5 (Description of Professional Services), below.
 - D. “*Refer*”/ “*Referral*” shall mean Contractor’s presentation of Professional candidates to County for consideration, to fill a particular assignment request by County, in accordance with Section 3.A (Process) below.
 - E. “*Short Term Staff*” shall mean a Professional offered a temporary staffing position with the County on a short-term basis, e.g. not to exceed two consecutive weeks.
3. **DESCRIPTION OF CONTRACTOR SERVICES.**
 - A. **Process.**
 1. Contractor will seek Professionals for County who, to the best of Contractor’s knowledge upon due diligence, meet the qualifications, experience, and requirements set forth in writing by County and provided to Contractor.
 2. County will provide Contractor with copies of job descriptions applicable to the Professionals requested. County shall initiate screening and review of Professional qualifications (as set forth in Section 4 (Qualifications and Screening Professionals)), including, but not limited to, conducting an interview with each

3. Contractor self-assessment skills inventory;
4. License query with the California Medical Board and/or Board of Registered Nursing; and/or Physician Assistant Board;
5. Query Health and Human Services – Office of Inspector General (HH-OIG) Fraud Prevention and Detection; and
6. Letters of references. Contractor shall request that Professional’s references provide feedback on the quality of Professional’s past medical records documentation and any deficiencies noted will be brought to the attention of County.

B. Assignment to Positions in Billable Specialty Areas. Contractor shall require all qualified Professionals who have been selected by County for Assignment to positions in billable specialty areas be eligible to participate in Medicare, Medicaid, and/or other federal health care programs; possess a National Provider Identifier (NPI); possess a valid Drug Enforcement Agency (DEA) licensed in the State of California, and, where applicable, meet the following criteria:

1. Submit a completed credentialing application and/or required documentation for credentialing, as applicable (see Exhibit A-2 (Credentialing Requirements for Healthcare Professionals));
2. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal, and/or private insurance) OR have submitted a completed billable provider application, along with the required documentation, in order to obtain the appropriate billable provider status.

C. Requirements Applicable to All Professionals. Contractor shall require all referred Professionals:

1. Be appropriately licensed and/or certified to practice in that profession in California;
2. Complete a standard Occupational Safety and Health Administration (OSHA) and HIPAA training as provided by County prior to the first day of assignment at a County facility;
3. Possess a minimum of one (1) year of full-time experience in a pertinent inpatient or outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County;
4. Possess a current CPR certificate and shall present said certificate to County upon request at time of commencement of the Assignment; and
5. Have a negative tuberculin skin test or negative chest x-ray.

D. Criteria Must Be Met Two Weeks Prior to Assignment Start Date. Failure to meet these “Conditions of Assignment” set forth in this Section 4.A through 4.C where applicable two (2) weeks PRIOR to Assignment start date may result in the delay of appointment and/or cancellation of Assignment offer. Once assigned, the Professional will be required to maintain these qualifications throughout the length of the Assignment. Failure to demonstrate (show proof of) qualifications shall result in the

2. Take complete and detailed patient histories; perform physical examinations, record pertinent data, and make evaluations; identify abnormalities and develop treatment plans or make referrals for further diagnosis and/or treatment; instruct and counsel patients and their families regarding matters pertaining to their physical and/or mental health; order and interpret laboratory tests under the supervision of a physician; identify patients who require the immediate attention of a physician; perform routine screening and laboratory techniques; and assist physicians in providing services to patients requiring continuing care, including reviewing and implementing treatment and therapy plans;
 3. Give technical direction to and works with the nursing staff of treatment team; perform emergency medical treatment; evaluate medical conditions of patients in a clinical setting; participate with other disciplines in case management of individuals and families who present multiple health problems; evaluate client's needs for other departmental services and refers patients to other community resources; and work with other County departments and agencies to plan for the patient's continuity of care;
 4. Participate as a member of an interdisciplinary team providing technical expertise and assists with oversight of nursing staff; and may provide supervision oversight of Licensed Psychiatric Technicians; and
 5. Participate in medical staff peer review and quality assurance activities/procedures.
- C. Contractor shall require any selected Physician's Assistant to:
1. Perform the duties described in Section 5.B. 1-5 above.
 2. Provide follow-up to patients with continuing healthcare or mental health needs.

6. ADDITIONAL REQUIREMENTS.

- A. If determined necessary by a County, Professionals may be required to appear for testimony in court and jury trials for purposes of establishing or reestablishing conservatorships for clients the Professionals have previously or are currently serving. It is the responsibility of County to communicate with Professionals regarding any testimony and take any necessary legal action to secure Professionals' testimony.
- B. Contractor shall require Professionals provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the County Mental Health Plan (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS) as may be amended, available at www.countyofsb.org/behavioral-wellness, and the Department of Behavioral Wellness policies. Contractor has been provided the link to the MHP on the Behavioral Wellness website.

7. ACCEPTANCE OF SERVICES.

- A. County's Designated Representative (including, solely for the purpose of approving time, the Professional's County Supervisor, Medical Director or PHF Medical

Contractor within two years of Contractor's initial introduction of the Professional to County or within two years from the day the professional last provided services for County under this Agreement, County agrees to hire such Professional only through Contractor for either locum tenens services or for permanent employment.

10. **SUBSTITUTION OF PROFESSIONALS.** If the services of any Professional providing services under this Agreement are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).
11. **CANCELLATION.** County may, by written notice to Contractor, terminate an assignment of any Professional at any time, whether for County's convenience, cause, or non-appropriations of funds. County will provide written notice to Contractor of the reason(s) for such dismissal.
 - A. **For Cause.** If County concludes, in its sole discretion, that any Professional provided by Contractor has engaged in unprofessional conduct or misconduct, has been negligent, or has documented clinical competence issues ("Cause"), County may cancel the assignment and require the Professional to leave the premises. Contractor shall not reassign Professional who has been dismissed for Cause to County without County's prior approval.
 - B. **For Convenience.** County may request the dismissal of a Professional for any lawful reason, including non-appropriation of funds.
 - C. **Upon Cancellation of an Assignment.** County will provide written notice to Contractor of the reason(s) for such dismissal. County will compensate Contractor for the hours of service Professional worked through the effective date of such cancellation.
12. **NOTIFICATION.** Each party will notify the other promptly in the event it becomes aware of:
 - A. Any known complaints against Professionals providing services under this Agreement;
 - B. Any restrictions in practice or license required to provide services under this Agreement as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency;
 - C. Any staff privileges required to provide services under this Agreement being restricted at a hospital;
 - D. Any legal suits being initiated specific to Contractor or a Professional's practice;
 - E. Any criminal investigation of Contractor and/or a Professional arising out of services provided under this Agreement; or
 - F. Any other action being instituted which affects Professional's license or practice required to provide services under this Agreement or which is reasonably likely to impact Contractor's ability to provide services under this Agreement (for example, sexual harassment accusations).

email or phone call, asking for a Professional qualified to fill County vacancies (Contractor may also send a Professional's CV to County with instructions to call Contractor). Short Term Staff will be either Professionals who have already been approved as meeting the "Conditions of Assignment" or can meet the Conditions of Assignment standards before being assigned as Short-Term Staff. For avoidance of doubt, the requirement that Professionals show proof they meet the Criteria set forth in Section 4.D two weeks prior to assignment start date is inapplicable to Short-Term Staff.

1. Standard Request. County shall use its best efforts to request Professionals at least 24 hours prior to reporting time in order to assure prompt arrival and/or orientation (as needed) of an assigned Professional. All information regarding reporting time and assignment will be provided by County at the time that County requests a Professional.
2. Short-Notice Requests. Contractor shall bill County for the entire shift if an order for a Professional is made less than two (2) hours prior to the start of the shift, as long as the Professional reports for work at the agreed upon time once the Assignment has been accepted. Contractor shall confirm Professional's acceptance and arrival time with County.
3. Staff Order Cancellation. If County changes or cancels an order less than two (2) hours prior to the start of a shift, Contractor shall bill County for two (2) hours at the established fee for each scheduled Professional as described in Exhibit B-1. Contractor shall be responsible for notifying Professional of the cancellation prior to reporting time.

C. Responsibility for Patient Care. County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Professionals under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards.

D. Incident Reports. County shall promptly report to Contractor any incident known to involve any Professional (without disclosing Personal Health Information) that may reasonably lead to a malpractice claim, criminal or civil penalties, or disciplinary action against any Professional or the County (such as Professional errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Professional, and any safety hazards known to be related to the services provided by Professional) in order to comply with Contractor's incident tracking program.. **This Section 15.D. shall survive termination of this Assignment or cancelation of any Professional's Assignment.**

- i. If the chest x-ray is negative, the Professional will be required to complete a symptom questionnaire on an annual basis.
 - d. Annually, complete TB screening thirty (30) days from the anniversary date of Professional's last TB screening.
 - i. Annual TB screening is an ongoing condition of assignment at the County Psychiatric Hospital Facility.
- 3. Immunization Records.** Proof of immunization records, laboratory titer test results or a vaccination declination form is required for all Professionals prior to initial Assignment of Professional for preventable diseases including, but not limited to:
 - a. Hepatitis B;
 - b. Measles, Mumps and Rubella (MMR);
 - c. Varicella;
 - d. Tetanus-Diphtheria-Pertussis (Tdap);
 - e. Seasonal Influenza (during designated flu season only as determined by the County's Health Officer). Professionals that decline the influenza vaccination will be required to:
 - i. Complete the Influenza Vaccination Declination Form; and
 - ii. Must wear a procedure mask while on duty during flu season (the dates for the season are to be determined by the County's Health Officer and will be provided to Professional and Contractor in writing by County).
- 4.** Professionals diagnosed with certain reportable communicable disease will not be allowed to work at the Psychiatric Health Facility ("PHF"). County will provide in writing to Contractor a list of such reportable communicable diseases.
 - a. In the event a Professional's Assignment is terminated following diagnosis of a communicable disease, the Professional must be cleared prior to starting a new Assignment by the County designated occupational health provider
- D. Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
- E. Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
- F. Expired Documentation.** Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the County.
- G. Certificates/Licenses.** Provide to Behavioral Wellness Quality Care Management Team (QCMT), a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.

EXHIBIT A-3

MENTAL HEALTH PLAN REQUIRED TERMS

- 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 applicable changes to these statutes and regulations that may occur during the Term of this Agreement and any new applicable statutes or regulations without the need for 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. Contractor's performance shall be governed by, and construed in accordance with, the following:

 - A.** All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 22-20133) between the County and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 6(B) of Exhibit E of the MHP and the applicable provisions of Exhibit D(F) of the MHP referenced in Section 19.D (State Contract Compliance) of this Exhibit. Contractor shall comply with the MHP (Contract No. 22-20133), which is incorporated by this reference;
 - B.** The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at <https://www.countyofsb.org/274/Behavioral-Wellness>;
 - C.** All applicable laws and regulations relating to patients' 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;
 - D.** All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230, subd. (c)(2));
 - E.** All applicable laws, regulations, and guidelines of the Mental Health Services Act (MHSA);
 - F.** California Code of Regulations Title 9, Division 1; and
 - G.** 42 C.F.R. § 438.900 *et seq.* requiring the provision of services to be delivered in compliance with applicable federal regulatory requirements related to parity in mental health and substance use disorder benefits.
- 2. Reports.** Contractor agrees to submit data and reports as required by this Agreement or subsequently required by County and/or DHCS. 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
- 3. Termination.** In addition to Sections 19 (Termination) and 23 (Remedies Not Exclusive) of this Agreement and Paragraph 11 (Cancellation) of Exhibit A-1, Contractor agrees that the

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. The 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. 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

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

5. Audit.

- A.** To the extent Contractor has such records, Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination or copying by DHCS, Centers for Medicare & Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).)
- B.** If the County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time. (42 C.F.R. § 38.230(c)(3)(iv).)
- C.** The inspection shall occur at the Contractor's place of business, premises or physical facilities. Contractor shall keep books and records in a form maintained in accordance with the general standards applicable to such book or record keeping for a term of at least ten (10) years from the close of the state fiscal year in which this Agreement was in effect.
- D.** This audit right will exist through ten (10) years from the final date of this Agreement period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)

6. Monitoring for Compliance.

- A.** County shall monitor Contractor's compliance with the provisions of this Agreement and the MHP 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.
- C.** 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.
- D.** 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.)

EXHIBIT B
FINANCIAL PROVISIONS

Contractor to correct such work or billings or seek any other legal remedy.

6. **THIRD PARTY BILLING.** Contractor shall require that Professionals do not to bill patients, Medi-Cal, or other health insurance for services which Contractor bills to the County.

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

\$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)* The Parties understand that Contractor will not maintain Workers' Compensation insurance for independent contractors.

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

EXHIBIT D

CERTIFICATION

REGARDING LOBBYING

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

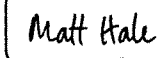
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<p>Jackson & Coker</p> <hr/> <p>Name of Contractor</p>	<p>Matt Hale</p> <hr/> <p>Printed Name of Person Signing for Contractor</p>
<p>Contract / Grant Number</p> <p>6/17/2024</p> <hr/> <p>Date</p>	<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;"> <small>DocuSigned by:</small>  <small>39A3A1FFCA147F...</small> </div> <hr/> <p>Signature of Person Signing for Contractor</p> <p>SVP Finance</p> <hr/> <p>Title</p>

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.

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

JACKSON & COKER LOCUMTENENS, LLC

FOR

MENTAL HEALTH STAFFING SERVICES

TABLE OF CONTENTS

I. STANDARD TERMS AND CONDITIONS 3

II. SIGNATURE PAGE 20

III. EXHIBIT A - STATEMENT OF WORK 22

EXHIBIT A-1 Healthcare Recruitment and Placement Services 23

EXHIBIT A-2 Credentialing Requirements for Healthcare Professionals 32

EXHIBIT A-3 Mental Health Plan Required Terms 35

IV. EXHIBIT B - FINANCIAL PROVISIONS 41

EXHIBIT B Financial Provisions 42

EXHIBIT B-1 Schedule of Rates and Agreement Maximum 44

V. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS 45

VI. EXHIBIT D – CERTIFICATION REGARDING LOBBYING 49

STANDARD TERMS
AND CONDITIONS

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made by and between the County of Santa Barbara (hereafter County or Department), a political subdivision of the State of California, and **Jackson & Coker LocumTenens, LLC** (hereafter Contractor), a Georgia limited liability company with an address at 2655 Northwinds Parkway, Alpharetta, GA 30009 (hereafter Agreement) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

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

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

1. DESIGNATED REPRESENTATIVE.

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Joe Schofield at phone number 866-999-8396 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

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

To Contractor: Joe Schofield, Account Manager
 Jackson & Coker LocumTenens, LLC
 2655 Northwinds Parkway
 Alpharetta, GA 30009
 Fax: 877-250-5784

With copy to: General Counsel
 2655 Northwinds Parkway
 Alpharetta, Georgia 30009

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

Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

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

4. TERM.

Contractor shall commence performance on **07/01/2024** and end performance upon completion, but no later than **06/30/2025** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its staffing services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, subcontractor, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its staffing work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its staffing obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits and withholding Social Security or other employee taxes in accordance with all regulations governing such matters. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees and payment of the Professionals contracted by Contractor, "Professionals," as defined in Exhibit A-1. It is understood by all parties that Professionals are not officers, agents, subcontractors, servants, employees, joint venturers, partners, or associates of County. Additionally, selected Psychiatrist Professionals are independent contractors and thus not officers, agents, subcontractors, servants, employees, joint ventures, partners, or associates of Contractor. However, in accordance with California law, selected Nurse Practitioner Providers and Physician's Assistant Providers are employees of Contractor's affiliate. It is acknowledged that during the term of this Agreement, Contractor may be providing its staffing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE.

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the staffing services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by persons of the same profession in which Contractor is engaged. All products to the extent it is applicable, and/or services of

whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Unless otherwise agreed to in writing, Contractor and the Professionals contracted by Contractor shall be required to obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation by County. 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.

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care program under Sections 1128 or 1128A of the Social Security Act. Contractor shall use commercially reasonable efforts to verify to contract execution that neither a subcontractor or Professional is so debarred, suspended, excluded, or ineligible.

9. TAXES.

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

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by or subcontract with 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. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. County shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

- A. Contractor shall make available for inspection, copying, evaluation, or audit, its premises; physical facilities, or such parts thereof as may be engaged in Contractor's performance of its staffing services pursuant to the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, directly related to Contractor's staffing services and activities performed, and of amounts payable, under this Agreement (hereinafter referred to as "Records"), to County, Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS), Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit") upon reasonable advance written notice. County shall be responsible for the cost of all Records copied.
- B. Any such Audit shall occur at the Contractor's place of business, premises, or physical facilities during normal business hours and upon advance written notice by County, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.

- C. This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 C.F.R. § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Section 14.C (Records, Audit, and Review).
- E. If this Agreement is completely or partially terminated, the Records, relating to the staffing work terminated shall be preserved and made available for the 10-year period as determined in Section 14.C (Records, Audit, and Review).
- F. If applicable, Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Section 14.C (Records, Audit, and Review). All parties understand and agree that Contractor is not a medical treatment provider and thus does not maintain records regarding medical treatment.
- G. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records at County or Authorized Representative's Cost. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H. The Authorized Representatives may Audit Contractor at any time if there is a reasonable possibility of fraud or similar risk. Reasonable advanced written notice must be provided to Contractor before such audit may commence.
- I. Contractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J. If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately

upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

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

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. County shall provide a written copy of such Ordinance to Contractor. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-3 – Mental Health Plan Required Terms to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

Neither party shall assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

A. **By County.** County may, by advanced written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the

Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. Upon Termination. Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services 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. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services

rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

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

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

No delay or omission of 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 either party shall be exercised from time to time and as often as may be deemed expedient.

25. 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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness or designee. The Behavioral Wellness Director or designee may also add positions and/or approve rate changes not to exceed 10% of the rate currently stated in Exhibit B-1, subject to the procedures set forth in Exhibit B,

Section 2 so long as the maximum Agreement amount is unchanged. Changes to the positions or rates approved by the Behavioral Wellness Director or designee shall be in writing but shall not require a formal amendment to this Agreement. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) 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 applicable ordinance, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY.

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

31. SURVIVAL.

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

32. PRECEDENCE.

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

33. COMPLIANCE WITH PRIVACY LAWS.

To the extent required by law, Contractor shall adhere to all applicable County, State, and federal healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in EXHIBIT A-1, Section 13 (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data. It is understood and agreed by all parties that Contractor does not have access to protected health information as defined by HIPAA in the performance of Contractor's staffing services pursuant to this Agreement.

34. 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. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any Federal health care program (as defined in Section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).) To the extent it is applicable, Contractor shall utilize commercially reasonable efforts to require the same of its subcontractors.
3. The Contractor shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 36 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:
 - i. 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. 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 known 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 five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five 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 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 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. 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. § 200.339, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, 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.** 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 sub recipients 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.

35. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, if applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

36. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. To the extent it is applicable and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-

based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

The Contractor shall comply with the applicable requirements of 2 C.F.R. Part 200 and 45 C.F.R. Part 75, which are hereby incorporated by reference in this Agreement.

39. PRIOR AGREEMENTS.

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

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

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B.** In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C.** See [Public Law 115-232](#), section 889 for additional information.
- D.** See also [§ 200.471](#).

THIS SECTION LEFT BLANK INTENTIONALLY


SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Jackson & Coker LocumTenens, LLC**.


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2024.

COUNTY OF SANTA BARBARA:

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: 6-25-24


ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 6-25-24

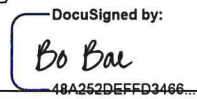
CONTRACTOR:

JACKSON & COKER LOCUMTENENS, LLC

By: 
Authorized Representative
Matt Hale
Name: _____
Title: SVP Finance
Date: 6/17/2024

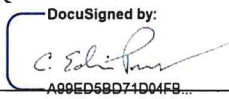
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel


APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – MHS STATEMENT OF WORK

EXHIBIT A-1 Healthcare Recruitment and Placement Services

EXHIBIT A-2 Credentialing Requirements for Healthcare Professionals

EXHIBIT A-3 Mental Health Plan Required Terms

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Agreement Maximum

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK
HEALTHCARE RECRUITMENT AND PLACEMENT SERVICES
(Specific to this Agreement)

1. **PURPOSE.** Jackson and Coker LocumTenens, LLC, (Contractor) is a locum tenens staffing agency and shall, upon request of County, use its best efforts to source, screen and present Board-certified psychiatrists, nurse practitioners, and physician’s assistants (hereafter “Professionals,”) who Contractor shall require to be Board-certified to meet County’s temporary staffing requirements as set forth in this Statement of Work.
 - A. Board-eligible psychiatrists may be considered upon approval of the Behavioral Wellness Medical Director.
 - B. Contractor’s duty to make Referrals hereunder is subject to the availability of Professionals.
2. **DEFINITIONS.**
 - A. “*Accept*” shall mean when County has verified a referred Professional candidate’s background as suitable for a particular assignment and informs Contractor of County’s wish to engage that Professional candidate for an Assignment.
 - B. “*Assignment*” shall mean County’s offer of a temporary staffing position with the County to a Professional, effective after all credentialing and background checks are completed, for a minimum of two weeks as set forth in Contractor’s Assignment confirmation letter signed by County.
 - C. “*Professionals*” shall mean Contractor-sourced and screened candidates who, to the best of Contractor’s knowledge upon due diligence, meet County’s qualifications for any or all positions set forth in Section 5 (Description of Professional Services), below.
 - D. “*Refer*”/ “*Referral*” shall mean Contractor’s presentation of Professional candidates to County for consideration, to fill a particular assignment request by County, in accordance with Section 3.A (Process) below.
 - E. “*Short Term Staff*” shall mean a Professional offered a temporary staffing position with the County on a short-term basis, e.g. not to exceed two consecutive weeks.
3. **DESCRIPTION OF CONTRACTOR SERVICES.**
 - A. **Process.**
 1. Contractor will seek Professionals for County who, to the best of Contractor’s knowledge upon due diligence, meet the qualifications, experience, and requirements set forth in writing by County and provided to Contractor.
 2. County will provide Contractor with copies of job descriptions applicable to the Professionals requested. County shall initiate screening and review of Professional qualifications (as set forth in Section 4 (Qualifications and Screening Professionals)), including, but not limited to, conducting an interview with each

Professional referred to County within five (5) business days from the time Contractor submits Professional's application to County. Furthermore, County shall have the right to reject any referred Professional if in its sole discretion County does not believe the referred Professional meets its specifications and request Contractor provide additional Professionals for consideration. County may not reject any referred Professional for reasons that violate State or Federal law.

3. Upon County's acceptance of a Professional, Contractor shall submit a written Assignment Confirmation Letter, reflecting the agreed upon terms of the Professional's Assignment, including length of Assignment, work schedule, and hourly rate to the Behavioral Wellness Human Resources Manager. County shall sign the Assignment Confirmation Letter within two (2) business days of receipt.

B. Recruitment Methods. Contractor shall put forth its best recruitment efforts to source potential Professionals, including, but not limited to, using County information, researching Contractor industry sources and confidential referrals, cold calling Professionals in Contractor's database(s), and possibly direct mailing to potential candidates to find Professionals that, to the best of Contractor's knowledge upon due diligence, meet County's qualifications. Contractor agrees to provide reports concerning the status of its search activity upon County's reasonable request.

C. Independent Contractor. County further understands that any Professional referred by Contractor is an independent contractor, and is not an employee, agent, representative, or subcontractor of Contractor. As such, Contractor shall not control, exercise any judgement over, influence, or attempt to influence whatsoever any acts or decisions of any Professionals, who are highly educated, autonomous professionals that exercise and control their own acts, decisions, and judgements. Additionally, Contractor does not withhold or pay any federal, state, or local taxes (except as required by law) or provide any worker's compensation or unemployment insurance or any other form of employment-related or retirement benefits or insurance for or on behalf of any Professional.

D. Cultural Competence. When recruiting for Professionals to provide services pursuant to the terms of this Agreement, Contractor shall consider County's goal of building a staff that is 40% bilingual and bicultural in the County's second threshold language, Spanish; and Contractor shall use its best efforts to hire and retain Professionals for County who meet this criterion. Contractor shall also require Professionals recruited for County to participate in County trainings in Cultural Competence.

E. Professional Liability Insurance. Contractor will provide Professional Liability insurance to Professionals referred by Contractor and accepted by County.

4. **QUALIFICATIONS AND SCREENING OF PROFESSIONALS.**

A. Background Information Provided to County. Prior to commencement of the Assignment, Contractor will provide County with background information on each referred Professional including:

1. A completed application and/or Curriculum Vitae;
2. Background fingerprint check for past criminal record;

3. Contractor self-assessment skills inventory;
4. License query with the California Medical Board and/or Board of Registered Nursing; and/or Physician Assistant Board;
5. Query Health and Human Services – Office of Inspector General (HH-OIG) Fraud Prevention and Detection; and
6. Letters of references. Contractor shall request that Professional’s references provide feedback on the quality of Professional’s past medical records documentation and any deficiencies noted will be brought to the attention of County.

B. Assignment to Positions in Billable Specialty Areas. Contractor shall require all qualified Professionals who have been selected by County for Assignment to positions in billable specialty areas be eligible to participate in Medicare, Medicaid, and/or other federal health care programs; possess a National Provider Identifier (NPI); possess a valid Drug Enforcement Agency (DEA) licensed in the State of California, and, where applicable, meet the following criteria:

1. Submit a completed credentialing application and/or required documentation for credentialing, as applicable (see Exhibit A-2 (Credentialing Requirements for Healthcare Professionals));
2. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal, and/or private insurance) OR have submitted a completed billable provider application, along with the required documentation, in order to obtain the appropriate billable provider status.

C. Requirements Applicable to All Professionals. Contractor shall require all referred Professionals:

1. Be appropriately licensed and/or certified to practice in that profession in California;
2. Complete a standard Occupational Safety and Health Administration (OSHA) and HIPAA training as provided by County prior to the first day of assignment at a County facility;
3. Possess a minimum of one (1) year of full-time experience in a pertinent inpatient or outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County;
4. Possess a current CPR certificate and shall present said certificate to County upon request at time of commencement of the Assignment; and
5. Have a negative tuberculin skin test or negative chest x-ray.

D. Criteria Must Be Met Two Weeks Prior to Assignment Start Date. Failure to meet these “Conditions of Assignment” set forth in this Section 4.A through 4.C where applicable two (2) weeks PRIOR to Assignment start date may result in the delay of appointment and/or cancellation of Assignment offer. Once assigned, the Professional will be required to maintain these qualifications throughout the length of the Assignment. Failure to demonstrate (show proof of) qualifications shall result in the

termination of Assignment.

5. DESCRIPTION OF PROFESSIONAL SERVICES. Contractor shall require Professionals to comply with requests from the Behavioral Wellness Medical Director or designee:

A. Contractor shall require Psychiatrist perform the following services:

1. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California;
2. Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
3. Document patient encounters in a thorough manner. Notes shall include:
 - i. Naming the patient's chief complaint;
 - ii. Recording pertinent elements of the interval history of the present illness, social history, psychiatric history, and medication history;
 - iii. Completing a full mental status exam; and
 - iv. Providing an assessment section that contains analysis of diagnosis, associated impairments, risk, progress, and prognosis;
4. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
5. Prescribe and administer, as needed, psychiatric medication(s);
6. Provide Medication Assisted Treatment (MAT) services to clients;
7. Efficiently provide bridge orders, using RxNT, for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record;
8. Provide medication education for staff, clients, and families;
9. Provide consultation, training, and support of multi-disciplinary team members, as needed;
10. Participate in review, revision, and approval of assessments of clients;
11. Participate in the development, review, revision, and approval of treatment plans;
12. Facilitate the transition of clients to appropriate levels of care within the Behavioral Wellness system;
13. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review; and
14. Perform other relevant work within the scope of Professional's license.

B. Contractor shall require any selected Nurse Practitioner to:

1. Under supervision of psychiatrist, perform routine mental state examinations, mental health supportive counseling and interventions, including medication evaluation, evaluate medication refills and administer prescribed injections;

2. Take complete and detailed patient histories; perform physical examinations, record pertinent data, and make evaluations; identify abnormalities and develop treatment plans or make referrals for further diagnosis and/or treatment; instruct and counsel patients and their families regarding matters pertaining to their physical and/or mental health; order and interpret laboratory tests under the supervision of a physician; identify patients who require the immediate attention of a physician; perform routine screening and laboratory techniques; and assist physicians in providing services to patients requiring continuing care, including reviewing and implementing treatment and therapy plans;
 3. Give technical direction to and works with the nursing staff of treatment team; perform emergency medical treatment; evaluate medical conditions of patients in a clinical setting; participate with other disciplines in case management of individuals and families who present multiple health problems; evaluate client's needs for other departmental services and refers patients to other community resources; and work with other County departments and agencies to plan for the patient's continuity of care;
 4. Participate as a member of an interdisciplinary team providing technical expertise and assists with oversight of nursing staff; and may provide supervision oversight of Licensed Psychiatric Technicians; and
 5. Participate in medical staff peer review and quality assurance activities/procedures.
- C. Contractor shall require any selected Physician's Assistant to:
1. Perform the duties described in Section 5.B. 1-5 above.
 2. Provide follow-up to patients with continuing healthcare or mental health needs.

6. ADDITIONAL REQUIREMENTS.

- A. If determined necessary by a County, Professionals may be required to appear for testimony in court and jury trials for purposes of establishing or reestablishing conservatorships for clients the Professionals have previously or are currently serving. It is the responsibility of County to communicate with Professionals regarding any testimony and take any necessary legal action to secure Professionals' testimony.
- B. Contractor shall require Professionals provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the County Mental Health Plan (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS) as may be amended, available at www.countyofsb.org/behavioral-wellness, and the Department of Behavioral Wellness policies. Contractor has been provided the link to the MHP on the Behavioral Wellness website.

7. ACCEPTANCE OF SERVICES.

- A. County's Designated Representative (including, solely for the purpose of approving time, the Professional's County Supervisor, Medical Director or PHF Medical

Director) shall review for approval biweekly the time records of Professional(s) on a form provided by Contractor or equivalent form provided by the County. County must account for all hours including, but not limited to, approved time off, unplanned absences, etc.

- B. County's approval of such time records (including, but not limited to, costs of any applicable overtime rates and hours unaccounted for) shall be evidenced by both County's signature and signature of Professional thereon and such approval shall constitute acceptance of the work performed by Professional provided that services and rates are consistent with those set forth in this Agreement and the applicable Assignment Confirmation Letter. All adjustments to time records must be submitted in writing prior to the completion of the Assignment. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

8. LENGTH OF ASSIGNMENT.

- A. Except in the event of a Short-Term Staff assignment, Contractor will provide Professionals with an assignment with a minimum of two (2) weeks in duration based on County's staffing needs.
- B. County may extend the length of the Assignment by such periods as may be mutually agreed to by Contractor and the affected Professional.

9. EMPLOYMENT OR CONTRACTING OF PROFESSIONALS.

- A. Subject to Exhibit A-1, Section 11 (Cancellation), by accepting a Professional through a written Assignment Confirmation Letter, County agrees to accept the Professional for the entire Assignment and any extensions thereof through Contractor if the Professional's complete written profile is submitted by Contractor to the County before any other agency submits a profile to the County for the same Professional. County shall notify Contractor within five (5) business days if Professional is already known to County. If County fails to comply with the preceding sentence, Contractor shall be deemed to have referred Professional to County, and County shall exclusively use Contractor to coordinate all Professional Assignments for such Professional for the time set forth in this Agreement.
- B. County acknowledges, understands, and agrees that (i) Contractor's business relies on each Professional's ability to provide locum tenens services to Contractor's clients; and (ii) Contractor would be substantially and irreparably harmed if County or any County, facility, entity, or organization controlling, controlled by, or under common control with County (each, a "County Affiliate"), were to employ or contract directly or indirectly with any Professional.
- C. Should any Professional referred by Contractor remain independently with County or with any entity controlled by or in control of County, or for which placement County receives consideration, County agrees to pay Contractor a placement fee of \$45,000. This fee will be payable to Contractor prior to Professional's first day of permanent employment. In the event a Professional is referred to County by a competitor of

Contractor within two years of Contractor's initial introduction of the Professional to County or within two years from the day the professional last provided services for County under this Agreement, County agrees to hire such Professional only through Contractor for either locum tenens services or for permanent employment.

10. **SUBSTITUTION OF PROFESSIONALS.** If the services of any Professional providing services under this Agreement are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).
11. **CANCELLATION.** County may, by written notice to Contractor, terminate an assignment of any Professional at any time, whether for County's convenience, cause, or non-appropriations of funds. County will provide written notice to Contractor of the reason(s) for such dismissal.
 - A. **For Cause.** If County concludes, in its sole discretion, that any Professional provided by Contractor has engaged in unprofessional conduct or misconduct, has been negligent, or has documented clinical competence issues ("Cause"), County may cancel the assignment and require the Professional to leave the premises. Contractor shall not reassign Professional who has been dismissed for Cause to County without County's prior approval.
 - B. **For Convenience.** County may request the dismissal of a Professional for any lawful reason, including non-appropriation of funds.
 - C. **Upon Cancellation of an Assignment.** County will provide written notice to Contractor of the reason(s) for such dismissal. County will compensate Contractor for the hours of service Professional worked through the effective date of such cancellation.
12. **NOTIFICATION.** Each party will notify the other promptly in the event it becomes aware of:
 - A. Any known complaints against Professionals providing services under this Agreement;
 - B. Any restrictions in practice or license required to provide services under this Agreement as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency;
 - C. Any staff privileges required to provide services under this Agreement being restricted at a hospital;
 - D. Any legal suits being initiated specific to Contractor or a Professional's practice;
 - E. Any criminal investigation of Contractor and/or a Professional arising out of services provided under this Agreement; or
 - F. Any other action being instituted which affects Professional's license or practice required to provide services under this Agreement or which is reasonably likely to impact Contractor's ability to provide services under this Agreement (for example, sexual harassment accusations).

- 13. CONFIDENTIALITY.** If Contractor or its employees, agents, or subcontractors have access to any patient records pursuant to this Agreement, Contractor agrees to maintain, and agrees to require that its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Section 14 (Confidentiality of Information) of the MHP (Contract No. 22-20133 and 22-20133 A01); and Section 11 (Ownership of Documents and Intellectual Property) and Section 34 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- 14. DOCUMENTATION.**
- A.** Contractor shall require referred Professional staff to enter into County’s Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this Agreement, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance. Contractor shall also require Professionals accessing patient records comply with all appropriate State and Federal requirements. Contractor shall request that Professional’s references provide feedback on the quality of Professional’s past medical records documentation and any deficiencies noted will be brought to the attention of County.
- B.** County shall provide training to Professionals on documentation within seven calendar days of beginning an Assignment. In addition, County will provide periodic peer review of documentation, and provide feedback to the Professional on the adequacy of documentation. It is understood by all parties that Professionals should contact County for assistance should they encounter difficulties with accessing or entering information into County’s MIS. Furthermore, it shall be the responsibility of County to provide Professionals access to County’s MIS.
- 15. RESPONSIBILITIES OF COUNTY.**
- A. Orientation.** As part of the first assignment, County will promptly provide Professionals with an adequate and timely orientation on County requirements. County shall review instructions regarding confidentiality (including all necessary HIPAA training, as well as any additional patient and employee confidentiality policies and procedures), any OSHA training required by County, including but not limited to the specific Exposure Control Plan of the County as it pertains to OSHA requirements for blood borne pathogens, as well as any of the County’s specific policies and procedures provided to Professionals in writing for such purpose as applicable to Professional’s services.
- B. Request for Professionals – Short Term Staff Orders.** The Behavioral Wellness Medical Director, PHF Medical Director, or their designees shall make requests by

email or phone call, asking for a Professional qualified to fill County vacancies (Contractor may also send a Professional's CV to County with instructions to call Contractor). Short Term Staff will be either Professionals who have already been approved as meeting the "Conditions of Assignment" or can meet the Conditions of Assignment standards before being assigned as Short-Term Staff. For avoidance of doubt, the requirement that Professionals show proof they meet the Criteria set forth in Section 4.D two weeks prior to assignment start date is inapplicable to Short-Term Staff.

1. Standard Request. County shall use its best efforts to request Professionals at least 24 hours prior to reporting time in order to assure prompt arrival and/or orientation (as needed) of an assigned Professional. All information regarding reporting time and assignment will be provided by County at the time that County requests a Professional.
2. Short-Notice Requests. Contractor shall bill County for the entire shift if an order for a Professional is made less than two (2) hours prior to the start of the shift, as long as the Professional reports for work at the agreed upon time once the Assignment has been accepted. Contractor shall confirm Professional's acceptance and arrival time with County.
3. Staff Order Cancellation. If County changes or cancels an order less than two (2) hours prior to the start of a shift, Contractor shall bill County for two (2) hours at the established fee for each scheduled Professional as described in Exhibit B-1. Contractor shall be responsible for notifying Professional of the cancellation prior to reporting time.

C. Responsibility for Patient Care. County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Professionals under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards.

D. Incident Reports. County shall promptly report to Contractor any incident known to involve any Professional (without disclosing Personal Health Information) that may reasonably lead to a malpractice claim, criminal or civil penalties, or disciplinary action against any Professional or the County (such as Professional errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Professional, and any safety hazards known to be related to the services provided by Professional) in order to comply with Contractor's incident tracking program.. **This Section 15.D. shall survive termination of this Assignment or cancelation of any Professional's Assignment.**

EXHIBIT A-2
STATEMENT OF WORK
CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

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

- i. If the chest x-ray is negative, the Professional will be required to complete a symptom questionnaire on an annual basis.
 - d. Annually, complete TB screening thirty (30) days from the anniversary date of Professional's last TB screening.
 - i. Annual TB screening is an ongoing condition of assignment at the County Psychiatric Hospital Facility.
- 3. Immunization Records.** Proof of immunization records, laboratory titer test results or a vaccination declination form is required for all Professionals prior to initial Assignment of Professional for preventable diseases including, but not limited to:
 - a. Hepatitis B;
 - b. Measles, Mumps and Rubella (MMR);
 - c. Varicella;
 - d. Tetanus-Diphtheria-Pertussis (Tdap);
 - e. Seasonal Influenza (during designated flu season only as determined by the County's Health Officer). Professionals that decline the influenza vaccination will be required to:
 - i. Complete the Influenza Vaccination Declination Form; and
 - ii. Must wear a procedure mask while on duty during flu season (the dates for the season are to be determined by the County's Health Officer and will be provided to Professional and Contractor in writing by County).
- 4.** Professionals diagnosed with certain reportable communicable disease will not be allowed to work at the Psychiatric Health Facility ("PHF"). County will provide in writing to Contractor a list of such reportable communicable diseases.
 - a. In the event a Professional's Assignment is terminated following diagnosis of a communicable disease, the Professional must be cleared prior to starting a new Assignment by the County designated occupational health provider
- D. Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
- E. Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
- F. Expired Documentation.** Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the County.
- G. Certificates/Licenses.** Provide to Behavioral Wellness Quality Care Management Team (QCMT), a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.

2. Failure of Professional to meet any of the requirements set forth in this Exhibit A-2 shall result in termination of Assignment for Cause.

EXHIBIT A-3

MENTAL HEALTH PLAN REQUIRED TERMS

- 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 applicable changes to these statutes and regulations that may occur during the Term of this Agreement and any new applicable statutes or regulations without the need for 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. Contractor's performance shall be governed by, and construed in accordance with, the following:

 - A.** All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 22-20133) between the County and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 6(B) of Exhibit E of the MHP and the applicable provisions of Exhibit D(F) of the MHP referenced in Section 19.D (State Contract Compliance) of this Exhibit. Contractor shall comply with the MHP (Contract No. 22-20133), which is incorporated by this reference;
 - B.** The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at <https://www.countyofsb.org/274/Behavioral-Wellness>;
 - C.** All applicable laws and regulations relating to patients' 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;
 - D.** All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230, subd. (c)(2));
 - E.** All applicable laws, regulations, and guidelines of the Mental Health Services Act (MHSA);
 - F.** California Code of Regulations Title 9, Division 1; and
 - G.** 42 C.F.R. § 438.900 *et seq.* requiring the provision of services to be delivered in compliance with applicable federal regulatory requirements related to parity in mental health and substance use disorder benefits.
- 2. Reports.** Contractor agrees to submit data and reports as required by this Agreement or subsequently required by County and/or DHCS. 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
- 3. Termination.** In addition to Sections 19 (Termination) and 23 (Remedies Not Exclusive) of this Agreement and Paragraph 11 (Cancellation) of Exhibit A-1, Contractor agrees that the

County or DHCS may revoke, in full or in part, this Agreement, any Assignments of Professionals or subcontracts 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, its subcontractor(s), or a Professional has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

4. 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 any ground protected under state law including 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 and the Professionals 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 and the Professionals 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 require 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. The 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. 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 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. 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 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. The Contractor shall include the provisions of Sections 14(B)(1) through 14(B)(7) in every subcontract, contract with the Professional, 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, Professional, 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, Professional, 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 and contracts with Professionals to perform work under this Agreement.

5. Audit.

- A.** To the extent Contractor has such records, Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination or copying by DHCS, Centers for Medicare & Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).)
- B.** If the County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time. (42 C.F.R. § 38.230(c)(3)(iv).)
- C.** The inspection shall occur at the Contractor's place of business, premises or physical facilities. Contractor shall keep books and records in a form maintained in accordance with the general standards applicable to such book or record keeping for a term of at least ten (10) years from the close of the state fiscal year in which this Agreement was in effect.
- D.** This audit right will exist through ten (10) years from the final date of this Agreement period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)

6. Monitoring for Compliance.

- A.** County shall monitor Contractor's compliance with the provisions of this Agreement and the MHP 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.
- C.** 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.
- D.** 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.)

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.** To the extent applicable to Contractor's performance of its staffing services hereunder, 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. County shall provide a written copy of such to Contractor.
9. **Overpayments.** If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 calendar days to the County after the date on which the overpayment was identified. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.
10. **MHP Exhibit D(F).** Sections 5 Subcontract Requirements, 7 Audit and Record Retention, 9 Federal Contract Funds, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification of Exhibit D(F) of the MHP, Contract Numbers 17-94613 and 17-94613 A01, are hereby incorporated by reference into this Agreement.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B

FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-1 – A-3)

(With attached Exhibit B-1 Schedule of Rates and Agreement Maximum)

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

- 1. AGREEMENT MAXIMUM VALUE.** For services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$300,000** for FY 2024-25. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this maximum contract amount for Contractor's performance hereunder and for payment of any placement fee without a properly executed amendment.
- 2. RATE.** County agrees to reimburse at an hourly rate as specified in Exhibit B-1 during the term of this Agreement. However, notwithstanding the preceding, if Contractor determines, in its sole discretion that Professionals cannot be placed at those rates, and County accepts Assignments for Professionals at rates above those in Exhibit B-1, County agrees to reimburse Contractor at rates accepted in the Assignment Confirmation Letter.
- 3. PAYMENT.** Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope of methodology contained in Exhibit A(s) as determined by County. Contractor shall submit to the County designated representative a weekly invoice or certified claim on the County Treasury for the services performed over the period specified.
- 4. PROPER INVOICE.** Contractor will submit weekly invoices to County, as set forth below, for Professionals' services provided during the preceding week. If County finds the invoices satisfactory, County shall initiate payment processing, which shall be completed within thirty (30) days of presentation.
 - A.** Contractor's invoices for reimbursement shall include the following:
 - i. Contract number assigned by County;
 - ii. Signature of an authorized representative of Contractor;
 - iii. A list of Professionals assigned to Behavioral Wellness, time period worked, site worked, and charges for services.
 - B.** Invoices shall be delivered to the following address:

Santa Barbara County Department of Behavioral Wellness ATTN:
Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org
- 5. CORRECTION OF WORK.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require

Contractor to correct such work or billings or seek any other legal remedy.

6. **THIRD PARTY BILLING.** Contractor shall require that Professionals do not to bill patients, Medi-Cal, or other health insurance for services which Contractor bills to the County.

EXHIBIT B-1
SCHEDULE OF RATES AND AGREEMENT MAXIMUM
(Applicable to programs described in Exhibit A-1 – A-3)

SERVICE TYPE	ADULT PSYCHIATRY INPATIENT	ADULT PSYCHIATRY OUTPATIENT	CHILD/ ADOLESCENT PSYCHIATRY	NURSE PRACTITIONER / PHYSICIAN'S ASSISTANT INPATIENT	NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT OUTPATIENT
Hourly Rate Range, All Inclusive (8AM to 5PM, 40 hour per week minimum)	\$275.00-\$305.00***	\$265.000-\$295.00	\$265.000-\$295.00	\$195.00-\$215.00***	\$185.00-\$205.00
Overtime (per hour)*	N/A	\$397.50 - \$442.50	\$397.50 - \$442.50	N/A	\$277.50 - \$307.50
Weeknight on-call Mon- Fri 5:01 PM to 7:59AM (per night)**	N/A	\$1,160.00-\$1,180.00	\$1,160.00-\$1,180.00	N/A	\$297.50 - \$333.00
Weekend on-call 8AM to 7:59AM (per 24 hours, no proration for partial days)**	N/A	\$1,160.00-\$1,180.00	\$1,160.00-\$1,180.00	N/A	\$638.73 - \$704.69
*For hours in excess of 40 hours per week. **Overtime applies for time worked while on-call. ***No adjustments for overtime pay.					
FY 24-25 TOTAL MAXIMUM AGREEMENT AMOUNT:				\$300,000	

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts 2022 03 03)
(Specific to this Agreement)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than

\$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)* The Parties understand that Contractor will not maintain Workers' Compensation insurance for independent contractors.

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT D

CERTIFICATION

REGARDING LOBBYING

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

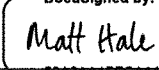
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<p>Jackson & Coker</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Name of Contractor</p>	<p>Matt Hale</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Printed Name of Person Signing for Contractor</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Contract / Grant Number</p> <p style="text-align: center;">6/17/2024</p>	<div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;"> <small>DocuSigned by:</small>  <small>59A32A1FFCA147F...</small> </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Signature of Person Signing for Contractor</p> <p style="text-align: center;">SVP Finance</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Date</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Title</p>

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

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

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

Attachment 2

Approved by OMB
0348-0046

CERTIFICATION REGARDING LOBBYING

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

(See reverse for public burden disclosure)

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier __, if known: Congressional District If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description: CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10.a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.