

**AGREEMENT  
PROFESSIONAL SERVICES CONTRACT  
BETWEEN SANTA BARBARA COUNTY ALCOHOL, DRUG & MENTAL HEALTH  
SERVICES  
AND**

**REFUJIO RODRIGUEZ**

**BC # 06-101**  
COP more than half-time

The County of Santa Barbara, a political subdivision of the State of California, hereinafter called "**COUNTY**", does hereby enter into agreement with **Refugio Rodriguez** hereinafter called "**CONTRACTOR**", as follows:

1. **TERM**

The term of this Agreement shall be **3/13/2006** through **6/30/2006** subject to extension or termination as hereinafter provided.

2. **DIRECTION AND SUPERVISION**

**CONTRACTOR** will report to the Director of Alcohol, Drug & Mental Health Services or his designee(s). Designee(s) will be named in writing and may be changed from time-to-time, as necessary.

3. **CONTRACTOR DUTIES**

A. General duties: **CONTRACTOR** shall serve as the Mental Health Services Act Project Manager for, and on behalf of, **COUNTY** and in this capacity shall provide project administration and management services.

B. Specific duties are listed in Exhibit A, which is attached hereto and made a part of this Agreement by reference.

4. **COMPENSATION**

A. **COUNTY** shall pay **CONTRACTOR** for professional services performed pursuant to this Agreement, payable biweekly upon submission of a signed time card. Payments shall be subject to deductions, including withholding of State and Federal taxes, as required by law. In no event shall the total compensation package exceed the sum of **\$27,820** for salaries and allowances, except as provided in Clause 15, AMENDMENTS. The chart in Clause 4.C. indicates the maximum Contract-Subject-to-Retirement hours (hereafter called CSR) and Contract-Paid-Leave hours (hereafter called CPL) and the total compensation. Approximately **640 hours** of contracted service are to be provided by **CONTRACTOR**. Changes to clause 4.C. may only be made as indicated in Paragraph 15, AMENDMENTS. For the purposes of computing benefits, **CONTRACTOR** shall be considered a **1.0 FTE CONTRACTOR** and eligible for the benefits allowed a Contractor-on-Payroll, paid leave, enrollment in County Retirement Plan 5B, and medical insurance premium reimbursement.

## AGREEMENT

B. **COUNTY** shall pay **CONTRACTOR** for approximately **80 hours** of services per bi-weekly pay period at a rate of **\$36.00** per hour.

TABLE 4.C. FISCAL YEAR VALUES

FISCAL YEAR PERIOD	HOURLY RATE OF PAY	CSR HOURS (Contract-Subject to Retirement)	CPL HOURS (Contract-Paid-Leave)	TOTAL CSR & CPL COMPENSATION Paid via payroll	MEDICAL HEALTH INSURANCE PREMIUM REIMBURSEMENT Paid via accounts payable	Fiscal Year Total
3/13/06 – 6/30/06	\$38.00	570	70	\$24,320	\$3,500 (not a cash benefit)	\$27,820
TOTAL CONTRACT SALARY & COMPENSATION PAID TO CONTRACTOR FOR FY 05-06						\$27,820

The approximate additional costs to the County associated with any benefits provided under Section 6, Benefits, are calculated at **\$8,000** for Employer's FICA, Medicare, Retirement and Workers' Compensation and do not represent additional compensation to the Contractor.

### 5. REIMBURSABLE EXPENSES

**COUNTY** shall reimburse **CONTRACTOR** for necessary and prior-approved out-of-pocket expenses while performing required services for **COUNTY**, in accordance with **COUNTY** policy as it pertains to **COUNTY** employees. All travel claims and other claim documents, when applicable, must include the board contract number as shown on the first page of this Agreement. If the invoice does not properly reference the contract number, those invoices will be returned, delaying payment.

### 6. BENEFITS PAID

In accordance with this agreement, **CONTRACTOR** shall receive the following benefits limited to:

A. From March 13, 2006 through June 30, 2006, **CONTRACTOR'S** paid leave (CPL) shall not exceed **70 hours**. Paid leave shall be taken at a previously arranged mutually agreeable time. Paid leave is fully funded at the start of the Agreement

## **AGREEMENT**

period and cannot be accrued during the course of Agreement or to subsequent Agreements. **NOTE:** Unused paid leave cannot be cashed out by contractor at the end of the Agreement term. Paid leave includes, but is not limited to, holidays, vacations, sickness, jury duty, and any other absence from work. Subject to the approval of the Designated Representative, a limited amount of paid leave may be taken for the purpose of caring for an immediate family member. Paid leave taken for family purposes may be credited against the amount payable and any approved leave taken in excess of the available paid leave balance will be taken as uncompensated time, consistent with State and Federal law.

- B. Employer's share of FICA, also known as Social Security,
- C. Employer's share of Federal Medicare Health Insurance,
- D. County Workers' Compensation Insurance,
- E. Retirement Benefits: Prorated part-time equivalent, as defined in paragraph 4.A. above, of the Santa Barbara County Contributory Retirement Plan 5B,
- F. State Unemployment Insurance.

### **7. STATUS**

- A. **CONTRACTOR** understands and agrees that **CONTRACTOR** is not, and will not be, eligible for membership in or for any benefits of any **COUNTY** group insurance plan, other leave with or without pay, or any other job benefits accruable to an employee in the classified service of the **COUNTY**, except as specified in Clause 6, BENEFITS PAID. **CONTRACTOR** is responsible for any professional licensure fees, subscriptions to journals, and other professional expenses not specifically detailed in this Agreement.
- B. **CONTRACTOR** understands and agrees that **CONTRACTOR'S** term of employment is governed solely by this Agreement; that no right of tenure is created hereby; that **CONTRACTOR** does not hold a position in any department or office of the **COUNTY**; and that **CONTRACTOR'S** service to the **COUNTY** under this Agreement is authorized pursuant to Government Code §31000.

### **8. VEHICLE OPERATION**

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

### **9. BILLING AND CONFLICTS**

**CONTRACTOR** shall not bill patients or third parties for any services which **CONTRACTOR** provides to **COUNTY**. **CONTRACTOR** shall comply with any written departmental policy on the subject of conflicts of interest.



## **AGREEMENT**

B. To **COUNTY**

Director  
Alcohol, Drug & Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, Ca 93110

### **15. AMENDMENTS**

**COUNTY** or **CONTRACTOR** may from time-to-time request this Agreement to be amended or modified. Such an amendment or modification may include, but is not limited to, an increase or decrease in the amount of **CONTRACTOR'S** compensation, CPI adjustments, and the scope of services to be performed hereunder. This Agreement may be amended or modified only by the written mutual assent of the parties hereto, and any such amendments or modifications not to exceed ten percent (10%) of the Agreement's dollar amount may be approved by the Director of Alcohol, Drug & Mental Health Services. All other amendments and modifications must be approved by the Board of Supervisors of the County of Santa Barbara. **DIRECTOR-**approved amendments are only valid if such changes are within budgetary limits and are ten percent (10%) or less than the contract maximum value.

### **16. EVALUATION AND MONITORING**

- A. A written evaluation of **CONTRACTOR'S** work performance shall be prepared by **CONTRACTOR'S** designated Supervisor prior to the end of the term of this Contract or subsequent renewals. Said evaluation shall be reviewed with **CONTRACTOR** and then submitted to the Alcohol, Drug & Mental Health Services Administration prior to any subsequent renewal consideration.
- B. **CONTRACTOR** agrees that the **COUNTY'S** designee may, at any time during normal working hours and up to four years after the termination or end of the Agreement, review or audit records, manuals, or procedures regarding performance of this Agreement. Evaluation of **CONTRACTOR'S** services will be conducted by **COUNTY** on a regular on-going basis, and **CONTRACTOR** agrees to participate fully in the evaluation procedure.

### **17. CONFLICT OF INTEREST**

**CONTRACTOR** covenants that **CONTRACTOR** presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such interest shall be employed by **CONTRACTOR**.

### **18. OWNERSHIP OF DOCUMENTS**

**COUNTY** shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or

## **AGREEMENT**

documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. **CONTRACTOR** shall not release any materials under this section except after prior written approval of **COUNTY**. No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of **COUNTY**. **COUNTY** shall have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

### **19. ENTIRE AGREEMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. 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. Each party waives its 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.

### **20. 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.

### **21. CALIFORNIA LAW**

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

### **22. PRIOR AGREEMENTS**

This Agreement, upon execution, cancels and nullifies all prior Alcohol, Drug & Mental Health Services agreements between **COUNTY** and **CONTRACTOR**.

### **23. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** **CONTRACTOR** agrees to attend HIPAA training and abide by all **COUNTY** and Alcohol, Drug and Mental Health Services (ADMHS) HIPAA policies.

**AGREEMENT**

Agreement for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **Refujio Rodriguez**.

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

COUNTY OF SANTA BARBARA

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

Chair, Board of Supervisors

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

**CONTRACTOR:**

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

Tax Id No.

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

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

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

APPROVED AS TO FORM:  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
JAMES L. BRODERICK, Ph.D.  
DIRECTOR

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

# EXHIBIT A

## CONTRACTOR'S SPECIFIC DUTIES

### Statement of Work

#### REFUJIO RODRIGUEZ

**CONTRACTOR** will serve as the Mental Health Services Act Project Manager, and on behalf of **COUNTY**, under the general direction of the Director of Alcohol, Drug & Mental Health Services or designee, will perform the following duties:

1. Coordinate and oversee completion of Mental Health Services Act (MHSA) funding proposals (approximately \$3 million annually) for State Department of Mental Health approval. In this capacity, **CONTRACTOR** will:
  - a. Develop a project workplan, including identifying key tasks for each team member, staff member and/or consultant;
  - b. Provide ongoing oversight and supervision of planning team members and consultants in the development of daily/weekly assignments and timely completion of work products;
  - c. Coordinate weekly team meetings, biweekly executive strategy meetings, and periodic stakeholder meetings, including developing agendas and chairing and facilitating these meetings;
  - d. Develop strategies for community input processes with specific consideration for conducting outreach to diverse populations, including individuals/groups that have previously been unserved, underserved, or inadequately served.
  - e. Deliver public presentations to **COUNTY** staff, community leaders and organizations, and the stakeholder committee as needed; and
  - f. Maintain regular contact with State Department of Mental Health liaisons in order to ensure that proposals and program implementation are consistent with State and **COUNTY** requirements.
2. Develop a work plan for implementation of programs that have been approved for funding, and ensure timely completion of tasks.
3. Develop a planning budget, and track monthly expenditures for each proposal and for the implementation process.
4. Respond to public inquiries about the Mental Health Services Act, and related planning processes and implementation phases of MHSA proposals.
5. Perform related duties, as assigned.



**CONTRACT SUMMARY PAGE**

**BC\_\_06-101\_\_**

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year ..... 2005-2006  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number.....  
 D4. Department Name ..... Alcohol, Drug, & Mental Health  
 D5. Contact Person..... Jennie Pittman  
 D6. Telephone ..... (805) 681-4090

K1. Contract Type (check one):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose ..... MHA Project Manager  
 K3. Original Contract Amount ..... \$27,820  
 K4. Contract Begin Date ..... 3/13/2006  
 K5. Original Contract End Date ..... 6/30/2006  
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose

B1. Is this a Board Contract? (Yes/No)..... Yes  
 B2. Number of Workers Displaced (if any)..... N/A  
 B3. Number of Competitive Bids (if any)..... N/A  
 B4. Lowest Bid Amount (if bid) ..... N/A  
 B5. If Board waived bids, show Agenda Date..... N/A  
 and Agenda Item Number .....  
 B6. Boilerplate Contract Text Unaffected? (Yes / or cite

F1. Encumbrance Transaction Code ..... 1701  
 F2. Current Year Encumbrance Amount ..... \$27,820  
 F3. Fund Number ..... 0044  
 F4. Department Number..... 043  
 F5. Division Number (if applicable).....  
 F6. Account Number.....  
 F7. Cost Center number (if applicable).....  
 F8. Payment Terms.....

V1. Vendor Numbers (A=Auditor; P=Purchasing).....  
 V2. Payee/Contractor Name ..... Refujio Rodriguez  
 V3. Mailing Address..... 310 Lantana Street  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Nipomo, CA 93444  
 V5. Telephone Number..... 805-929-6586  
 V6. Contractor's Federal Tax ID Number (EIN or SSN).....  
 V7. Contact Person.....  
 V8. Workers Comp Insurance Expiration Date ..... N/A  
 V9. Liability Insurance Expiration Date[s] ..... N/A  
 V10. Professional License Number .....  
 V11. Verified by (name of county staff)..... Jennie Pittman  
 V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

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