

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**of**  
**CONTRACTOR ON PAYROLL**  
**SUBJECT TO RETIREMENT**  
**between**  
**COUNTY OF SANTA BARBARA**  
**and**  
**JESSICA OSBORN**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "COUNTY") and Jessica Osborn (hereafter "CONTRACTOR") wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein:

WHEREAS, COUNTY is engaged in public health emergency preparedness planning and exercises; and

WHEREAS, COUNTY health officer is authorized to take preventive measures that may be necessary to protect the public health; and

WHEREAS, COUNTY has received the Centers for Disease Control grant funds administered by the California Department of Health Services for public health emergency preparedness for the period of August 31, 2007 to August 30, 2008, and

WHEREAS, Jessica Osborn has provided emergency planning services for public health preparedness, training and exercises under a purchasing contract, and

WHEREAS, COUNTY desires to continue utilizing the services of Jessica Osborn through the grant period of August 30, 2008.

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

1. **DESIGNATED REPRESENTATIVE.** Jan Koegler, Program Administrator, Public Health Emergency Preparedness, Public Health Department (PHD) at telephone number (805) 681-4913 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dawn McGrew, Public Health Department Departmental Analyst at telephone number (805) 681-5205 is contract contact. Jessica Osborn at telephone number (562) 673-0259 is the authorized representative for CONTRACTOR. Changes in Designated Representatives shall be made only after advance written notice to the other party.

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

To COUNTY: Dawn McGrew  
Contracts Unit  
Public Health Department  
County of Santa Barbara  
300 North San Antonio Road  
Santa Barbara, CA, 93110  
Email: Dawn.McGrew@sbcphd.org

To CONTRACTOR: Jessica Osborn  
  
Santa Barbara, CA 93101

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

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

4. **TERM.** CONTRACTOR shall commence performance on August 31, 2007 and end performance upon completion, but no later than August 30, 2008 unless otherwise directed by COUNTY or unless earlier terminated.

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

6. **CONTRACTOR ON PAYROLL** CONTRACTOR understands and agrees that CONTRACTOR's term of employment is governed solely by this Agreement; that no right of tenure is created hereby; and that CONTRACTOR does not and will not, by virtue of this Agreement, hold a position in any department or office of the COUNTY and that CONTRACTOR's services to the COUNTY under this Agreement is authorized pursuant to Government Code Section 31000.

CONTRACTOR warrants that CONTRACTOR is fully licensed to perform all work contemplated in this Agreement, and CONTRACTOR agrees to submit, upon request, verification of licensure.

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

Jessica Osborn  
Contractor on Payroll (CSR)  
August 31, 2007 to August 30, 2008

leave or other leave. Special requirements may apply to CONTRACTOR's coding of his or her time card in order to be able to receive paid leave.

8. **RETIREMENT.** CONTRACTOR shall be a member of the Santa Barbara County Employees Retirement System ONLY if all of these conditions are true: 1) CONTRACTOR is required to work at least forty (40) hours per bi-weekly pay period; and 2) the Agreement is for over one thousand-forty hours (1040) in a one-year period; and 3) CONTRACTOR's assignment is not deemed by COUNTY to be temporary or seasonal. Retirement shall be pro-rated in eighths of a full-time equivalent (i.e. 4/8, 5/8, 6/8, 7/8, 8/8ths).

9. **OTHER BENEFITS.** Except as required by law, CONTRACTOR is not eligible for any other job benefits accruable to an employee in the classified service of the COUNTY, unless otherwise specified herein or in Exhibit B.

Benefits payable to CONTRACTOR pursuant to this Agreement are limited to:

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

As authorized by the hiring authority, CONTRACTOR may be paid travel expense reimbursement for mileage claims with prior written authorization.

B. **Employer Costs:** Employer's share of either Social Security (aka FICA) or the Social Security Alternative Plan (aka SSAP); employer's share of federal Medicare health insurance; County workers' compensation insurance; and State unemployment insurance.

CONTRACTOR shall not be entitled to the following:

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

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

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

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

11. **TAXES.** The COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, which shall be subject to deductions and include withholding of State and Federal taxes as required by law.

12. **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.

13. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

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

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

15. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

16. **INDEMNIFICATION AND INSURANCE.** As a Contractor on Payroll, COUNTY will defend and indemnify CONTRACTOR against any claim, lawsuit, or judgment arising out of CONTRACTOR's performance of duties under this Agreement with COUNTY pursuant to Government Code Section 825.

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

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

17. **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.

18. **NON-EXCLUSIVE 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.

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

20. **TERMINATION.** Either of the parties hereto may, for any reason prior to the expiration date of this Agreement, cancel and terminate this Agreement upon thirty (30) day's written notice to the other. Upon a material breach of the terms and conditions of the Agreement by one of the parties, the non-breaching party (including Designated Representative's superiors) may terminate this Agreement upon the mailing of a written notice of termination to the breaching party. Written notification as required under this paragraph shall be given by CONTRACTOR to the COUNTY Designated Representative. Written notification by COUNTY shall be given to the CONTRACTOR. In the case of material breach (for example: gross negligent conduct,

malpractice or criminal conduct, etc.) by CONTRACTOR, the Designated Representative or designee may immediately terminate the Agreement.

21. **NONAPPROPRIATION.** In the event that no funds or insufficient funds are appropriated and budgeted or otherwise not available for payments in the fiscal year covered by the term of the Agreement, then COUNTY will immediately contact CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

22. **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.

23. **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.

24. **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.

25. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

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

27. **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.

28. **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.

29. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

30. **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.

31. **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.

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

33. **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.

Agreement for Services of Contractor on Payroll Subject to Retirement between the County of Santa Barbara and Jessica Osborn.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective August 31, 2007.

COUNTY OF SANTA BARBARA

ATTEST  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

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

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

APPROVED:  
ELLIOT SCHULMAN, MD, MPH  
DIRECTOR/HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM  
RAY AROMATORIO, ARM, AIC  
RISK PROGRAM ADMINISTRATOR

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

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

Agreement for Services of Contractor on Payroll Subject to Retirement between the County of Santa Barbara and Jessica Osborn.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective August 31, 2007.

CONTRACTOR

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jessica Osborn

## EXHIBIT A

### STATEMENT OF WORK

**SERVICES TO BE PROVIDED.** It is agreed that under this Agreement, CONTRACTOR shall provide professional services as required and in accordance with the policies of the Public Health Department. CONTRACTOR shall complete the following work objectives in coordination with Public Health Preparedness and Emergency Medical Services program needs.

1. Plans:

Provide ongoing updates and write portion of response plans including the following.

- a. In consultation with State update the PHD Crisis and Emergency Risk Communications Plan including updating fact sheets, media contact lists. Evaluate forms for inclusion in plan. Distribute for comment and finalize revisions.
- b. Insure that all updates to the Biohazard Detection System (BDS) response plan and materials are complete by 12/07. Insure that all forms and supplies are ready for response. Update Public Health Department (PHD) BDS response list; work with facilities to insure responders have access to BDS cache in pharmacy sample room. Work with Red Cross to secure their participation in BDS response.
- c. Maintain information for the Receive, Store and Stage (RSS) plan. Work with consultant to coordinate a warehouse exercise in 2008.
- d. Develop and maintain a uniform emergency contact list for local, adjoining jurisdiction, state and federal contacts. Include form in Department Operation Center Guide/Disaster Plan; reformat all other plans to reference or include uniform contact list.
- e. Assist with the revision, development, formatting, and completion of PHD's disaster plan through 8/08.
- f. Coordinate pandemic preparedness trainings with schools. Conduct one tabletop in North County by 2/08. Adapt model plans for PHD use, such as the pandemic influenza and schools plan, collect input from PHD staff and revise.

2. Departmental Operation Center Supplies:

- a. Maintain inventory and organize Department Operation Center supplies.
- b. Provide a master list, solicit input, and purchase needed supplies.
- c. Develop a budget and calendar for rotating supplies.

3. Drills, Exercises and Trainings:

- a. Organize participants and all material.

- b. Assist drill and training teams to organize and plan logistics, supplies, facilities, and equipment for drills, including Mass Vaccination Exercise 11/8/07 and Strategic National Stockpile RSS Warehouse Exercise Spring 2008.
- 4. Communication:
  - a. Track PHD employee enrollment in PHEN (Public Health Employee Network) emergency call database.
  - b. Work with Human Resources to determine excluded personnel.
  - c. Follow-up with all employee supervisors to ensure enrollment.
- 5. Provide support for the Public Health Emergency Preparedness Program including:
  - a. Work with PHD Contracts Unit in the processing of contracts for contractors and contractors on payroll.
  - b. Maintain and assist all computers, projectors, and cameras including inventory, checkout records, and batteries.
  - c. Maintain Smallpox reference library and educational materials
  - d. Research technical materials.
  - e. Create notebooks for staff and outside agencies for training and plans.
  - f. Take minutes at meetings and distribute to attendees.
- 6. Maintain database of foreign language skills of PHD employees and community translators, and physician specialists for PHD response.
- 7. Create library of avian/pandemic flu community educational materials.
- 8. Develop and maintain bioterrorism infectious disease fact sheets and other relevant technical information for use in public risk communication during a terrorist event.
- 9. Assist with the preparation and formatting of after-action reports.
- 10. Assess all potential county Point of Distribution (POD) sites, Receive, Store and Stage (RSS) warehouses, and compile SNS plan POD information sheets and floor plans, perform site visits to confirm or determine relevant POD information.
- 11. Assist in the development and completion of memorandums of understanding with POD sites or general memorandums of understanding through Office of Emergency Services.
- 12. Maintain database of pandemic influenza antivirals in Santa Barbara County.
- 13. . Maintain inventory of redundant communication methods and their costs.
- 14. Assist with the development and completion of the PHD preparedness-training plan.

## **EXHIBIT B**

### **Contractor On Payroll**

#### **COMPENSATION**

COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement upon biweekly submission by CONTRACTOR of a time sheet and such payment shall be subject to deductions and include withholding of State and Federal taxes. In no event shall the compensation payable exceed the total sum of \$43,680 without written amendment. This not to exceed amount includes the following:

- \$960 for 48 hours of work by CONTRACTOR at the rate of \$20.00 per hour.
- \$39,310 for 1,872 hours of work by CONTRACTOR at the rate of \$21.00 per hour.
- \$3,360 for 160 hours of paid leave paid via payroll.

Contract Summary Form:

Contract Number : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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 not applicable to revenue contracts.

- D1. Fiscal Year .....: FY 2007-08 & 2008-09
- D2. Budget Unit Number (plus -Bill/-Ship codes in paren's): 041
- D3. Requisition Number .....: N/A
- D4. Department Name .....: Public Health
- D5. Contact Person .....: Dawn McGrew

- K1. Contract Type (check one):  Personal Service  Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Contractor-On-Payroll
- K3. Original Contract Amount: ..... \$43,680
- K4. Contract Begin Date .....: 8/31/07
- K5. Original Contract End Date .....: 8/30/08

K6. Provide applicable amendment history below:

<u>Seq#</u>	<u>Effective Date</u>	<u>This Amndt</u>	<u>Amt Cum</u>	<u>Amndt To Date</u>	<u>New Total Amt</u>	<u>New End Date</u>	<u>Purpose (2-4 words)</u>
		\$	\$		\$		

- K7. Department Project Number .....: 041

- B1. Is this a Board Contract? (Yes/No) .....: Yes
- B2. Number of Workers Displaced (if any) .....: -0-
- 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 .....:
- B6. ... and Agenda Item Number .....: #
- B7. Boilerplate Contract Text Unaffected? (Yes /or cite ¶¶):

- F1. Encumbrance Transaction Code .....:
- F2. Current Year Encumbrance Amount .....:
- F3. Fund Number .....: 0042
- F4. Department Number .....: 041
- F5. Division Number (if applicable) .....:
- F6. Account Number .....: 6177
- F7. Cost Center number (if applicable) .....: 1485
- F8. Payment Terms .....: Biweekly Timecard

- V1. Vendor Numbers (A=uditor; P=urchasing) .....:
- V2. Payee/Contractor Name .....: Jessica Osborn
- V3. Mailing Address.....:
- V4. City .....: Santa Barbara
- V5. State (two-letter).....: CA
- V6. Zip (include +4 if known) .....: 93101
- V7. Telephone Number .....: 562.673.0259
- V8. Contractor's Federal Tax ID Number (EIN or SSN).....:
- V9. Contact Person .....: Jessica Osborn
- V10. Workers Comp Insurance Expiration Date .....: N/A
- V11. Liability Insurance Expiration Date[s] (G=enl; P=rofl).....: N/A
- V12. Professional License Number .....: N/A
- V13. Verified by (name of County staff) .....: Dawn McGrew
- V14. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

This information is complete and accurate as presented. Required concurrences are evidenced by signature on the contract signature page.

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