

AGREEMENT

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

BC # 06-083
COP

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

1. **TERM**

The term of this Agreement shall be **9/26/2005** through **6/30/2006**, subject to extension or termination as hereinafter provided.

COUNTY executed on 9/26/05 Purchase Agreement CN03796 with **CONTRACTOR** in the amount of \$24,999 for the period September 26, 2005 through June 30, 2006. As **CONTRACTOR's** FTE status is equal to or greater than .50, executing a Board Contract with benefits is appropriate. This Agreement, which is made to cancel, nullify, and supersede Purchase Agreement CN03796, provides \$26,500 for Fiscal Year 2005-2006, including benefits FY 2005-2006, as stated below in Sections 4, 5 and 6.

2. **DIRECTION AND SUPERVISION**

CONTRACTOR will report to the Director of Alcohol, Drug & Mental Health Services (Director) 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 a facilities maintenance worker for ADMHS.
- B. **Specific Duties:** 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 **\$26,500**, for salaries and allowances, except as provided for in clause 16, **AMENDMENTS**. Approximately **1,378** hours of contracted services are to be provided by **CONTRACTOR**. For the purposes of

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computing **CONTRACTOR** benefits, **CONTRACTOR** shall be considered a **.50 FTE CONTRACTOR** and eligible for the **COUNTY** benefits allowed a Contractor-On-Payroll, medical insurance premium reimbursement, enrollment in County Retirement Plan 5B, and paid leave prorated by the percent of the FTE.

- B. **COUNTY** shall pay **CONTRACTOR** for a **maximum of 60** hours of service per **biweekly** pay period of service at the rate of **\$18.14** per hour.
- C. Any hours claimed over and above the maximum number of biweekly hours of service as specified in paragraph 4.B. above will not be paid, unless prior authorization is obtained in writing from the Director or designee.

D. TABLE 4.D. FISCAL YEAR VALUES

FISCAL YEAR PERIOD	HOURLY RATE OF PAY	CSR (Contract-Subject-to-Retirement) HOURS	CPL (Contract-Paid-Leave) HOURS	Total CSR & CPL Compensation	Medical Benefits Allowance Reimbursement	Fiscal Year Total
9/26/05 - 6/30/06	\$18.14	1,084	116	\$25,000	\$1,500 (not a cash benefit)	\$26,500
TOTAL CONTRACT SALARY AND COMPENSATION PAID TO CONTRACTOR						\$26,500

- E. The approximate additional costs to the **COUNTY** associated with any benefits provided under Section 6, Benefits Paid, are calculated at **\$8,250**, for Employer's Medicare, Alternative Social Security, and Worker's 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 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:

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1. Paid Leave. From September 26, 2005, through June 30, 2006, **CONTRACTOR'S** paid leave shall not exceed one hundred sixteen (116) hours of paid leave (CPL). Paid leave shall be taken at a previously arranged mutually agreeable time. Paid leave is fully funded at the start of the contract period and cannot be accrued during the course of the Agreement or to subsequent Agreements. Unused paid leave is not paid to **CONTRACTOR** at the end of the contract 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.
2. Employer's share of FICA, also known as Social Security;
3. Employer's share of federal Medicare Health Insurance;
4. County Workers' Compensation Insurance;
5. Retirement Benefits: Prorated part-time equivalent, as defined in paragraph 4.A. above, of the Santa Barbara County Contributory Retirement Plan 5B;
6. 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 4A., COMPENSATION. **CONTRACTOR** is responsible for **CONTRACTOR's** medical or 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 Section 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.

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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.

10. INDEMNITY

- A. **COUNTY** shall defend, indemnify and hold harmless **CONTRACTOR** against any claims, suits or judgments arising out of **CONTRACTOR'S** professional duties under this Agreement. **CONTRACTOR** shall bear the cost of **CONTRACTOR'S** own defense and liability for any acts or omissions arising from medical or professional malpractice occurring outside the scope of this Agreement. Nothing contained herein shall be deemed to increase **COUNTY'S** liability beyond limitations set forth in law.
- B. **CONTRACTOR** shall notify the **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.
- C. While performing services under this Agreement, **CONTRACTOR** will be covered for Worker's Compensation by such policy held by **COUNTY**.

11. LICENSURE

If **CONTRACTOR** is required by professional or State agencies to be licensed or certified in order to provide services pursuant to this Agreement, **CONTRACTOR** warrants that **CONTRACTOR** is presently, and will continue to be, licensed or certified for the entire term of this Agreement. Services provided by unlicensed or uncertified persons shall not be compensated.

12. ASSIGNABILITY

CONTRACTOR shall not assign this Agreement or **CONTRACTOR'S** duties pursuant to this Agreement to any person or agency without the written consent of the Department.

13. NON-DISCRIMINATION

CONTRACTOR shall comply with all applicable State of California and Federal laws and Santa Barbara County ordinances prohibiting unlawful discrimination in providing services pursuant to this Agreement.

14. TERMINATION

Either of the parties hereto may, for any reason, prior to the expiration date of this Agreement, cancel and terminate this Agreement upon thirty (30) days written notice to the other. Upon a material breach of the terms and conditions of this Agreement by one of the parties, the non-breaching party may immediately terminate this Agreement upon the mailing of a written Notice of Termination to the breaching party. Written

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notification as required under this paragraph shall be given by **CONTRACTOR** to the Director, the County Auditor-Controller or the Board of Supervisors. Written notification by **COUNTY** may be given by the Director or designee.

15. 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, or hand delivered as follows. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following deposit in the U.S. mail.

A. To **CONTRACTOR**

Mike Kuhn
2717 De La Vina #26
Santa Barbara, CA 93101

B. To **COUNTY**

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

16. AMENDMENTS

This Agreement may be amended by a written mutual agreement, subject to the below listed conditions, by the Director. The Director may approve contract amendments that affect compensation, as specified in Paragraph 4.A.1. Director-approved amendments are only valid if such changes are within budgetary limits and represent a ten percent (10%) or less increase of the hourly rate during the one (1)-year duration of the Agreement. All other amendments must be approved by the Board of Supervisors.

17. 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 Agreement 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.

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18. 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.

19. APPLICABLE LEGISLATION

CONTRACTOR agrees to provide services in accordance with all applicable provisions of the Welfare and Institutions Code sections 5000-5550 (Lanterman-Petris-Short Act), Title 9 of the California Code of Regulations, and Short Doyle Medical-Cal policies pursuant to the requirements of the Community Mental Health Services plan and policy as administered by the **COUNTY'S** Director of Alcohol, Drug & Mental Health Services.

20. 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**.

21. OWNERSHIP OF DOCUMENTS

- A. **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**.
- B. 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.

22. 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

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modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

23. **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.

24. **PRIOR AGREEMENTS**

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

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Agreement for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **Mike Kuhn**.

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

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

By: _____
Deputy County Counsel

By: _____
Deputy

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

By: _____
Director

EXHIBIT A

MIKE KUHN

CONTRACTOR'S SPECIFIC DUTIES

Statement of Work

CONTRACTOR shall provide the following services:

1. Repair interiors of buildings; disassemble and move furniture; install cabinets, partitions, blackboards, and shelves; repair furniture and equipment; assemble modular furniture as directed;
2. Move files and boxes from one location to another; maintain Departments tools and related equipment;
3. Paint building interiors, furniture, concrete, and other materials and items; remove and repair carpets;
4. Estimate materials, labor, and time needed for projects; operate light automotive equipment to travel to facilities throughout the County to transport materials, furniture and equipment. Deliver vehicles to department locations as needed.

CONTRACT SUMMARY PAGE

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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 05-06
- 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 Building Maintenance Worker
- K3. Original Contract Amount 26,500 (replaces CN03796 for \$24,999)
- K4. Contract Begin Date 9/26/2005
- 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 26,500
- F3. Fund Number 0044
- F4. Department Number..... 043
- F5. Division Number (if applicable).....
- F6. Account Number..... 6177
- F7. Cost Center number (if applicable)..... 2100
- F8. Payment Terms.....

- V1. Vendor Numbers (A=Auditor; P=Purchasing).....
- V2. Payee/Contractor Name Mike Kuhn
- V3. Mailing Address..... 2717 De La Vina #26
- V4. City, State (two-letter) Zip (include +4 if known)..... Santa Barbara, CA 93101
- V5. Telephone Number..... 8059622499
- V6. Contractor's Federal Tax ID Number (EIN or SSN).....
- V7. Contact Person..... Mike Kuhn
- V8. Workers Comp Insurance Expiration Date N/A
- V9. Liability Insurance Expiration Date[s] (G=Genl; 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: _____