

AGREEMENT FOR PROFESSIONAL SERVICES
of
CONTRACTOR ON PAYROLL
SUBJECT TO RETIREMENT
between
COUNTY OF SANTA BARBARA
and
BRIAN J. HART

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 Brian J. Hart (hereafter "CONTRACTOR") wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein:

WHEREAS, COUNTY is engaged in providing emergency medical services to all county residents and visitors; and

WHEREAS, COUNTY Emergency Medical Services Agency (EMS) implemented an electronic patient care record (EPCR) system for all advanced life support and basic life support emergency medical service providers with data transmitted into a county computer server; and

WHEREAS, CONTRACTOR has expertise as a senior level computer programmer and application architect, with expert knowledge in internet technologies/protocols/standards, database management, web servers, mobile platforms, quality improvement initiatives and experience in teaching and training system users.

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

1. **DESIGNATED REPRESENTATIVE.** Nancy Lapolla, Emergency Medical Services Director, Public Health Department (PHD) at telephone number (805) 681-5264 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Rose Davis, Public Health Department, Contracts Unit Manager at telephone number (805) 681-5107 is contract contact. Brian J. Hart at telephone number (805) 729-6172 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: Rose Davis
County of Santa Barbara, PHD Contracts Unit
300 North San Antonio Road
Santa Barbara, CA 93110
Email: Rose.Davis@sbcphd.org

To CONTRACTOR: Brian J. Hart
397 Northgate C

Goleta, CA 93117

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 January 21, 2011 and end performance upon completion, but no later than January 20, 2012 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. CONTRACTOR is eligible for overtime pay.

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 to perform all work contemplated in this Agreement to the extent required.

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 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; and County workers' compensation 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 (BC) number as shown on the first page of the Agreement. If the invoice does not properly reference the BC 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) days' written notice to the other. Upon a material breach of the terms and conditions of the Agreement by one of the parties, the non-breaching party (including Designated Representative's superiors) may terminate this Agreement upon the mailing of a written notice of termination to the breaching party. Written notification as required under this paragraph shall be given by CONTRACTOR to the COUNTY Designated Representative. Written notification by COUNTY shall be given to the CONTRACTOR. In the case of material breach (for example: gross negligent conduct, malpractice or criminal conduct, etc.) by CONTRACTOR, the Designated Representative or designee may immediately terminate the Agreement.

21. **NON-APPROPRIATIONS.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by Federal, State or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. 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 **Brian J. Hart**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective January 21, 2011.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLER
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____
Director

By: _____
Risk Program Administrator

Agreement for Services of Contractor on Payroll Subject to Retirement between the **County of Santa Barbara** and **Brian J. Hart**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective January 21, 2011.

CONTRACTOR

By: _____
Brian J. Hart

Date: _____

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 Santa Barbara County Public Health Department. CONTRACTOR shall complete the following work objectives in coordination with Emergency Medical Services program needs.

Computer Systems Specialist II

1. Establish good working relationships with system stakeholders, vendors, emergency medical services providers and hospitals to develop the electronic patient care record (EPCR) database by March 1, 2011.
2. Ensure central data server receives data from multiple sources with the ability to provide periodic system checks and troubleshoot any data transmission errors.
3. Analyze data from various sources and creating reports for all agencies and teach/train/assist system users with data entry and managing their performance data.
4. Give instructional presentations to groups and maintain electronic patient care record (EPCR) instructional user groups.
5. Work with various IT professionals from partner organizations in the event of system input outages such as computer failure, connectivity failure etc.
6. Hold monthly EPCR user group meetings/workshops and maintain user tips files and/or newsletters.
7. Work with Fire Department EPCR and County EPCR users to ensure compatibility with EMS EPCR requirements.
8. Evaluate and resolve user problems; identify and obtain appropriate resources for the resolution of complex problems; correct routine problems by making minor repairs to computer equipment and/or entering specialized commands or data into systems; contact appropriate resources for additional assistance.
9. Instruct computer system users in the use of computer equipment and of computer applications; answer questions and assist in resolving problems regarding the methods and procedures for using computer applications.
10. Coordinate installation of new hardware/software; install, test, and monitor the operation of computer hardware and software; configure hardware and software to meet departments' needs.
11. Evaluate needs for new and revised systems; identify possible improvements in computer systems; makes recommendations for purchase of new information systems hardware and software; oversee work of vendors.
12. Adapt existing database software, spreadsheets, and other programs to best meet departmental or end user needs.

13. Maintain various records and documentation for department computer systems; may write straightforward report generation programs or other simple computer code.
14. Other duties as assigned to support the goals of the EMS Agency.

EXHIBIT B

Contractor On Payroll, Subject to Retirement

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 \$74,818 for salary without a written amendment to this Agreement. This not-to-exceed amount includes the following:
- For FY 2010-11, \$33,380 for 928 hours of work by CONTRACTOR at the rate of \$35.97 per hour; this amount includes 71 hours of paid leave paid via payroll.
- For FY 2011-12, \$41,437 for 1,152 hours of work by CONTRACTOR at the rate of \$35.97 per hour; this amount includes 89 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 2011-2012
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: John Eaglesham

K1. Contract Type (check one): [X] Personal Service [] Capital Project/Construction

Brief Summary of Contract Description/Purpose: Contractor-On-Payroll

K3. Original Contract Amount: \$74,818

K4. Contract Begin Date.....: 1/21/11

K5. Original Contract End Date.....: 1/20/12

K6. Provide applicable amendment history below:

<u>Seg#</u>	<u>Effective Date</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>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): 6200

F8. Payment Terms.....: Biweekly Timecard

V1. Vendor Numbers (A=uditor; P=urchasing):

V2. Payee/Contractor Name: Brian J. Hart

V3. Mailing Address.....: 397 Northgate C

V4. City : Goleta

V5. State (two-letter).....: CA

V6. Zip (include +4 if known).....: 93117

V7. Telephone Number: 805-729-6172

V8. Contractor's Federal Tax ID Number (EIN or SSN) : 522-86-7508

V9. Contact Person: Brian J. Hart

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): Rose Davis

V14. Company Type (Check one): [x] 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: _____