

AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

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 **Martha Yopez** with a principal place of business at **4803 Cebrian Avenue, New Cuyama, CA 93254** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** **Katharina Zulliger, KIDS Network Coordinator** at phone number **(805) 346-8222** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Martha Yopez** at phone number **(661) 766-2369** 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: **Katharina Zulliger, KIDS Network Coordinator, Department of Social Services, 2125 S. Centerpointe #C, Santa Maria, CA 93455**

To CONTRACTOR: **Martha Yopez, 300 Jackson Street, Taft CA 93268**

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 herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on **July 1, 2010** and end performance upon completion, but no later than **June 30, 2011** unless otherwise directed by COUNTY or unless earlier terminated.

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

6. **CONTRACTOR ON PAYROLL STATUS.** CONTRACTOR understands and agrees that CONTRACTOR's term of work is governed solely by this Agreement; and that no right of tenure is created hereby; and that he/she 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 are authorized pursuant to Government Code Section 31000. To the extent that this Agreement can be construed as an agreement of employment, such employment is at-will, and it shall remain at-will unless and until the parties expressly state their intention to make it otherwise, in a writing signed by the CONTRACTOR and a duly-authorized representative of the COUNTY. CONTRACTOR warrants that CONTRACTOR is fully licensed to perform all work contemplated in this Agreement, and CONTRACTOR agrees to submit verification of licensure.

7. **BENEFITS.**

A. **Standard benefits:** COUNTY shall pay the following 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; State unemployment insurance; and travel expense reimbursement for mileage claims with prior written authorization.

B. **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.

C. **Retirement:** CONTRACTOR shall be a member of the Santa Barbara County Employees Retirement System ONLY if both of these conditions are true: 1) CONTRACTOR is required to work at least forty (40) hours per bi-weekly pay period; and 2) CONTRACTOR's assignment is not deemed by COUNTY to be temporary, intermittent, or seasonal. Retirement benefits shall be pro-rated according to the applicable percentage of a full-time equivalent (i.e. .5, .6, .625, .75, .8, .875, .9, or 1.0).

D. **Other:** 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.

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

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

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. If the invoice does not properly reference the contract number, those invoices may be returned, delaying payment.

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.

8. **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 workmanlike 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. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

9. **TAXES.** The COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, and such payment shall be subject to deductions and include withholding of state and federal taxes.

10. **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.

11. **NONAPPROPRIATION.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated and budgeted or funds are otherwise not available for payments in the fiscal year covered by the term of the Agreement, then COUNTY will immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY, with or without the prior notice specified in the Termination section of this Agreement. 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.

12. **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.

13. **DEFENSE AND INDEMNIFICATION.** COUNTY will defend and indemnify CONTRACTOR against any claim, lawsuit, or judgment arising out of CONTRACTOR's performance of duties under this Agreement.

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.

14. **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. CONTRACTOR agrees to comply with COUNTY's Anti-Harassment Policy.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its 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.

17. **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 (including but not limited to: grossly negligent conduct, malpractice or criminal conduct, etc.) by CONTRACTOR, the Designated Representative or designee may immediately terminate the Agreement.

Upon termination, CONTRACTOR shall cease work (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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 is 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.

25. **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.

26. **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.

27. **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.

28. **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 contained in the numbered sections shall prevail over those in the Exhibits.

29. **SURVIVAL.** All provisions which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement.

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Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and **Martha Yezpe**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on **July 1, 2010**.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec or TaxID Number: On File

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 AS TO FORM AND CONTENT:
DEPARTMENT DIRECTOR

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
Kathy M. Gallagher, Department Director

By: _____
Risk Management

The contract complies with the Santa Barbara County Contractor on Payroll Policy approved by the Board of Supervisors on October 3, 2006 and has received the concurrence of the CEO/Human Resources Office.

APPROVED AS TO FORM;
CEO/HUMAN RESOURCES

By: _____
Human Resources Director

Date: _____

EXHIBIT A

STATEMENT OF WORK

Cuyama Family Resource Center Coordinator

I. PURPOSE/TERM:

The purpose of this contract is to employ a **Family Resource Center Coordinator**. CONTRACTOR shall commence performance on **July 1, 2010**. This contract terminates on **June 30, 2011** unless otherwise directed by COUNTY or unless earlier terminated.

II. BACKGROUND:

The County wishes to provide family support services in Cuyama and aid in the operation of a Family Resource Center. Under supervision of the Department of Social Services, the Family Resource Center Coordinator will provide professionally based Case Management, Information and Referral and access to basic services such as food to residents of the Cuyama Valley. The contractor will further be responsible for managing a community-based family resource center and developing additional family resources in Cuyama to be housed at the center.

III. DUTIES AND RESPONSIBILITIES:

A. Contractor shall:

1. Facilitate classes, workshops and parenting education and support in coordination with community partners
2. Provide professionally based case management to families with children ages 0-18 utilizing best practices in service delivery including home visitation and center based services
3. Link families to community resources and advocate for provision of needed services to meet families needs
4. Develop and coordinate a Family Council to assure that the Family Resource Center (FRC) meets the diverse needs of families in the Cuyama Valley, and maintains services that are family centered
5. Actively recruit and enroll children in appropriate health insurance coverage including Healthy Families, Healthy Kids and Medi-Cal. Provides follow-up to maximize retention in these programs
6. Participate in county-wide activities to promote service integration and coordination
7. Assist in the planning and coordination of health screenings for children and families including follow-up care
8. Maintain service records that will provide data on service outcomes and documentation of un-met needs
9. Maintain comprehensive records to funding entities, and submit all required reports.
10. Coordinate food distribution with Catholic Charities
11. Submit required reports to funders in a accurate and timely manner

12. In coordination with other community agencies, assist in grant development for expansion and sustainability of Family Resource services
13. Supervise a clerical support staff person and student interns
14. Complete a standard County time-sheet bi-weekly recording time worked and leave taken.

B. County shall:

1. Conduct annual performance reviews.
2. Provide a work area within a designated facility.
3. Provide a computer, phone, basic office equipment and supplies.
4. Provide access and reasonable usage of office machines (i.e. fax and copier).
5. Provide basic clerical assistance if funding is available.
6. Make a county vehicle available to use for business trips.

IV PERFORMANCE MEASURES:

Service Delivery	2009 -2010 Base Line	2010-2011 Target
Provide Case Management, Linkages and Referrals, Health Advocacy and Parenting Education	630 adults and children receive case management, food pantry services, health insurance enrollment assistance, parenting classes, health education classes and other family support services. This baseline has been met and exceeded.	Maintain or increase number of clients served (duplicated count)
Collaboration & Service Increase	The Family Resource Center through collaboration with other agencies currently provides 15 types of services on a regularly scheduled basis to all families requesting assistance in the Cuyama area. This baseline has been met (see attached service table).	Retain available services to families at 15.

EXHIBIT B

CONTRACTOR ON PAYROLL Compensation

COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement upon biweekly submission by CONTRACTOR of a timesheet, and such payment shall be subject to deductions and withholding of state and federal taxes. In no event shall the compensation payable exceed the total sum of \$ 48,297.60 without written amendment. This not to exceed amount includes the following:

- \$ 48,297.60 for 2080 hours of work by CONTRACTOR at a rate of \$ 23.22 per hour.

[Include the information below only if the Designated Representative determines that the CONTRACTOR should receive paid leave. Per the 9/06 COP policy, COPs may receive up to 160 hours of leave time for every 2080 hours worked. COPs working less than 2080 hours would receive a prorated amount. COPs working less than 1040 hours do not receive any paid leave.]

- \$ 23.22 for 160 hours of paid leave paid via payroll.

- A. The total amount for this contract is estimated at **\$48,297.60** benefits/expenses (see section C and E below).
- B. Hourly Rate (CSR): The COUNTY shall pay CONTRACTOR for professional services coded as "CSR" at the rate of **\$23.22** per hour for the period of **one** year. The total hours of "CSR" shall not exceed **1.0 FTE** or **80 hours per bi-weekly pay period**, for an estimated total of 2,080 hours over the full term of this contract. "CSR" shall be reduced by "CPL" (see section IV. D. below) so that the maximum amount paid to the Contractor will not exceed 2,080 hours.
- C. Benefits: Benefits paid pursuant to this contract were determined using salary modeling and are valued at approximately **\$17,421.59** of the contract amount and are limited to those detailed in **Section 7C Retirement Benefits**. Benefit level is estimated, however, County agrees to pay the actual amount of the benefits specified.
- D. Paid Leave: The COUNTY shall pay CONTRACTOR for paid leave coded as "CPL" on the bi-weekly timesheet not to exceed **160** hours annually and **160** hours over the full term of this contract. **NOTE: At the end of the contract term, any unused paid leave will be forfeited.**
- E. Reimbursement for Authorized Miscellaneous Expenses shall not exceed **\$1200** annually. Claimed expenses must be submitted to the County Designee on Contractor's invoice. CONTRACTOR shall attach sufficient back-up documents such as receipts to verify expenditures.
- F. Billing Agreement: CONTRACTOR shall not bill patients or third parties for any services, which CONTRACTOR provides to COUNTY.

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). If less than (<\$25,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year : FY10/11
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 0055
D3. Requisition Number : n/a
D4. Department Name: Social Services
D5. Contact Person : Linda Rodriguez
D6. Phone : 346-7294

K1. Contract Type (check one): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : Cuyama Family Resource Coordinator
K3. Original Contract Amount : \$66,919.19
K4. Contract Begin Date : 7/1/10
K5. Original Contract End Date: 6/30/11

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose(2-4 words)</u>
		\$	\$	\$		

K7. Department Project Number : n/a

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 : 1701
F2. Current Year Encumbrance Amount : \$
F3. Fund Number : 0055
F4. Department Number : 044
F5. Division Number (if applicable) :
F6. Account Number :
F7. Cost Center number (if applicable) :
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) :
V2. Payee/Contractor Name : Martha Yepez
V3. Mailing Address : 300 Jackson Street
V4. City State (two-letter) Zip (include +4 if known) : Taft, CA 93268
V5. Telephone Number : (661) 765-6286
V6. Contractor's Federal Tax ID Number (EIN or SSN) :
V7. Contact Person : Martha Yepez
V8. Workers Comp Insurance Expiration Date : n/a
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl):
V10. Professional License Number : n/a
V11. Verified by (name of County staff) : Linda Rodriguez
V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date : _____ Authorized Signature: _____