SECOND AMENDMENT 2014-2015

AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of a Contractor on Payroll, <u>EID 9024</u>, by and between the **County of Santa Barbara** (County) and **Harold Ginsberg**, **MD** (Contractor), for the continued provision of **Psychiatric medication** evaluation, prescription and medication monitoring for co-occurring clients.

Whereas, Contractor represents that he is specially trained, skilled, experienced and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

Whereas, County intends to extend the term of the existing contract through Fiscal Year 14-15 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, the First Amendment approved by the County Board of Supervisors in June 2014, except as modified by this Second Amended Contract.

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

I. Add the following to Section 4, Term, of Agreement:

CONTRACTOR shall continue performance under this Agreement from 7/1/2014 through 6/30/2015 unless otherwise directed by **COUNTY** or unless earlier terminated.

II. Delete Exhibit B, Contractor on Payroll Compensation, and replace with the following:

EXHIBIT B

CONTRACTOR ON PAYROLL

Compensation

For each Fiscal Year of this Agreement, **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 **\$114,400** without written amendment. This not to exceed amount includes the following:

• <u>\$114,400</u> for <u>1,040</u> hours of work by **CONTRACTOR** at a rate of <u>\$110.00</u> per hour.

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Harold Ginsberg, M.D.

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

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _

STEVE LAVAGNINO, CHAIR BOARD OF SUPERVISORS

By: _____ Deputy

Date: _____

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES TAKASHI WADA, MD, MPH INTERIM DIRECTOR Date: _____

CONTRACTOR: HAROLD GINSBERG, M.D.

Ву:_____

By_____ Director

Date: _____

APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL

By_____ Deputy County Counsel

Date: _____

APPROVED AS TO FORM: CEO/HUMAN RESOURCES

Ву: _____

Date: _____

Date: _____

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

By_____ Deputy

Date: _____

APPROVED AS TO FORM: RAY AROMATORIO RISK MANAGER

By: _____

Date: _____