FIRST AMENDMENT 2014-2015

AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

This First Amendment (hereafter First Amended Contract) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter **COUNTY**) and Lawrence Levy, MD, <u>EID</u> <u>11007</u>, with a principal place of business at 4398 Kris Dr., Santa Maria, CA (hereafter **CONTRACTOR**) wherein **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the services specified herein.

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 First Amendment Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013 except as modified by this First 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 **\$239,200** without written amendment. This not to exceed amount includes the following:

- <u>\$220, 800</u> for 1920 hours of work by **CONTRACTOR** at a rate of \$<u>115.00</u> per hour.
- <u>\$18,400</u> for 160 hours of paid leave.

FIRST AMENDMENT 2014-2015

SIGNATURE PAGE

By: __

Amendment to Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and Lawrence Levy.

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

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

STEVE LAVAGNINO, CHAIR BOARD OF SUPERVISORS

By: _____ Deputy

Date: _____

INTERIM DIRECTOR

Date:

RECOMMENDED FOR APPROVAL: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES TAKASHI WADA, MD, MPH

CONTRACTOR: LAWRENCE LEVY, M.D.

By_____

Director

Date: _____

APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL

By____

Deputy County Counsel

Date: _____

APPROVED AS TO FORM: CEO/HUMAN RESOURCES

By: _____

Date: _____

Date: _____

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

By:

By_____

Deputy

Date: _____

APPROVED AS TO FORM: RAY AROMATORIO RISK MANAGER

By: _____

Date: _____