

SECOND AMENDMENT 2016-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number, by and between the **County of Santa Barbara** (County) and **Irwin Lunianski**, EID 151, (Contractor), for the continued provision of adult residential mental health services.

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 and Contractor have agreed on to amendments in the Standard Terms and Conditions and revised language in Exhibit B for this Agreement; and

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors on May 3, 2016 and the First Amended Contract approved by the County Board of Supervisors on July 19, 2016 except as modified in this Second Amended Contract.

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

I. Delete Section 7 BENEFITS of the Agreement and replace with the following:

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. Other:

- (i) CONTRACTOR will be offered health insurance coverage upon execution of the contract if the CONTRACTOR is scheduled to work at least 30 hours per week during the contract period. CONTRACTOR will be offered health insurance

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coverage if the CONTRACTOR works an average of at least 30 hours or more per week, over a standard measurement period of 26 pay periods.

- (ii) CONTRACTOR is responsible for licensure fees, subscriptions to journals and other professional expenses not specifically detailed in this Agreement.
- (iii) CONTRACTOR may be permitted to use COUNTY vehicles as part of CONTRACTOR's assignment and shall maintain a valid California Driver's License.
- (iv) 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.
- (v) 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.

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

**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 \$109,478.40 without written amendment. This not to exceed amount includes the following:

- \$109,478 for 960 total paid hours by Contractor at a rate of \$114.04 per hour.
- No more than \$256.97 twice monthly for health insurance coverage should the CONTRACTOR be eligible for and elect coverage.

III. All other terms remain in full force and effect.

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SIGNATURE PAGE

Second Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Irwin Lunianski.

IN WITNESS WHERE OF, 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

By: _____

Date: _____

COUNTY OF SANTA BARBARA
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

By: _____

Date: _____

RECOMMENDED FOR APPROVAL:
DEPARTMENT OF BEHAVIORAL WELLNESS
ALICE GLEGHORN, PH.D., DIRECTOR

By: _____
Director

CONTRACTOR
IRWIN LUNIANSKI, M.D.

By: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director
Risk Management