

AGREEMENT FOR PROFESSIONAL SERVICES

Of

**CONTRACTOR ON PAYROLL
Not Subject to Retirement**

Between

COUNTY OF SANTA BARBARA

And

NANCY NUDELL KUPPERMAN, M.D.

FIRST AMENDMENT

Effective June 15, 2009

THIS IS THE FIRST AMENDMENT (hereafter referred to as **Amendment One**) to the Agreement for Services of Independent Contractor, number BC-08-068 (hereafter referred to as **Agreement**), by and between the County of Santa Barbara (COUNTY) and Nancy Nudell Kupperman, M.D. (CONTRACTOR), for the provision of substitute medical services in the Public Health Department's Clinics.

WHEREAS, the Agreement is effective through June 14, 2009; and

WHEREAS, the parties desire to amend the Agreement and extend the term of the Agreement to June 12, 2011; and

WHEREAS, this Amendment One incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment One, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

a. The Agreement is amended as follows:

1. **DESIGNATED REPRESENTATIVE.** ~~Elizabeth Snyder~~ *Dan Reid*, Public Health Department Assistant Deputy Director, Primary Care & Family Health Division, at phone number ~~(805) 681-5252~~ (805) 681-5173 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dawn McGrew, Public Health Department Departmental Analyst at telephone number (805) 681-5205 is contract contact. Nancy Nudell Kupperman at phone number (805) 682-2199 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party

4. **TERM.** CONTRACTOR shall commence performance on December 17, 2007 and end performance upon completion, but no later than ~~June 14, 2009~~ June 12, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Amendment One in accordance with the terms of Exhibit B (see original Agreement) as revised herein.

31. **NON-APPROPRIATIONS.** *In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.*

b. **EXHIBIT B - COMPENSATION** is amended as follows:

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 ~~\$440,000~~ \$234,000 without written amendment. This not to exceed amount includes the following:

- \$110,000 for approximately 1,365 hours of work by CONTRACTOR at a rate of \$78.597 per hour *for the period December 17, 2007 through June 14, 2009.*
- \$62,000 for approximately 780 hours of work by CONTRACTOR at a rate of \$78.597 per hour *for the period June 14, 2009 through June 13, 2010.*
- \$62,000 for approximately 780 hours of work by CONTRACTOR at a rate of \$78.597 per hour *for the period June 14, 2010 through June 12, 2011.*

3. **Ramifications.** The terms and provisions set forth in this Amendment One shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this Amendment One, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and shall continue to be legal, valid, binding and enforceable obligations of the parties.

4. **Counterparts.** This Amendment One may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Amendment One to Agreement for Services of Independent Contractor BC-08-068 between the **County of Santa Barbara** and **Nancy Nudell Kupperman, M.D.**

IN WITNESS WHEREOF, the parties have executed this Amendment One to be effective June 15, 2009.

COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____ By: _____
Deputy Chair, Board of Supervisors

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____ By: _____
Deputy County Counsel Deputy

APPROVED:
ELLIOT SCHULMAN, MD, MPH
DIRECTOR/ HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

By: _____ By: _____
Director

Amendment One to Agreement for Services of Independent Contractor BC-08-068 between the **County of Santa Barbara** and **Nancy Nudell Kupperman, M.D.**

IN WITNESS WHEREOF, the parties have executed this Amendment One to be effective June 15, 2009.

CONTRACTOR

By: _____ Date: _____
NANCY NUDELL KUPPERMAN, M.D.

Contract Summary Form:

Contract Number: BC-08-068 First Amendment

D1. Fiscal Year.....: FY 2007-08, 2008-09, 2009-10, & 2010-11
 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.....: Dawn McGrew

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose.: Contractor-On-Payroll
 K3. Original Contract Amount: \$110,000
 K4. Contract Begin Date.....: December 17, 2007
 K5. Original Contract End Date.....: June 14, 2009

K6. Provide applicable amendment history below:

<u>Seq#</u>	<u>Effective Date</u>	<u>This Amndt Amt</u>	<u>Cum Amndt To Date</u>	<u>New Total Amt</u>	<u>New End Date</u>	<u>Purpose (2-4 words)</u>
	6/15/09	\$124,000	\$	\$234,000		Extend term, increase \$

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).....: 3001
 F8. Payment Terms.....: Biweekly Timecard

V1. Vendor Numbers (A=uditor; P=urchasing).....:
 V2. Payee/Contractor Name.....: Nancy Nudell Kupperman, M.D.
 V3. Mailing Address: 4085 Cuervo Ave.
 V4. City.....: Santa Barbara
 V5. State (two-letter).....: CA
 V6. Zip (include +4 if known).....: 93110
 V7. Telephone Number.....: 805.682.2199
 V8. Contractor's Federal Tax ID Number (EIN or SSN) On File
 V9. Contact Person.....: Nancy Nudell Kupperman, M.D.
 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).....: Dawn McGrew
 V14. Company Type (Check one): 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: _____