

SECOND AMENDMENT 2014-2015

TO AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

This Second Amendment (hereafter Second Amended Contract) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter **COUNTY**) and Fred Berge, M.D., EID 13934 **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the continued provision of Psychiatric 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 Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2013, the First Amendment approved by the County Board of Supervisors in October 2013, 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 **\$171,600** without written amendment. This not to exceed amount includes the following:

- \$ 158,400 for 1440 hours of work by **CONTRACTOR** at a rate of \$110.00 per hour.
- \$ 13,200 for 120 hours of paid leave paid via payroll.

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SIGNATURE PAGE

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

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: _____
Deputy

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

Date: _____

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

CONTRACTOR:
FRED BERGE, M.D.

By _____
Director

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By _____
Deputy County Counsel

By _____
Deputy

Date: _____

Date: _____

APPROVED AS TO FORM:
CEO/HUMAN RESOURCES

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

By: _____

Date: _____

Date: _____