



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: ADMHS
Department No.: 043
For Agenda Of: 10-9-07
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Douglas C. Barton, Interim Director
Director(s) Alcohol, Drug & Mental Health Services 805-681-5220
Contact Info: Marianne Garrity, Assistant Director, Administration 681-5220

SUBJECT: Contractor on Payroll Contract, Lawrence Levy MD

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

Consider recommendations regarding a Contractor on Payroll agreement with Lawrence Levy, MD, as follows:

- a) Approve and authorize the Chair to execute a Contractor on Payroll agreement with Lawrence Levy, MD to provide psychiatric services to mentally ill and emotionally disturbed clients for the period of November 5, 2007 through June 30, 2008 in the amount of \$159,965.
- b) Authorize the Director of ADMHS to approve amendments to the proposed contract, provided that any such amendments do not exceed ten percent (10%) of the contract's dollar amount.

Summary Text:

Lawrence Levy, MD is joining a group of contractor on payroll psychiatrists who provide staffing to the Santa Barbara County ADMHS sites. Dr. Levy will provide psychiatric services for the Santa Maria Crisis and Recovery Emergency Services (CARES North) and the Santa Maria Assertive Community Treatment (ACT) program as well as on-call coverage for the County Psychiatric Health Facility (PHF). Dr. Levy will perform intake assessment, diagnosis, treatment planning, and risk assessment for suicide

or harm to others for ADMHS clients. This contract complies with the County of Santa Barbara Contractor On Payroll Policy.

Background:

The CARES program offers residents access to crisis assessment and crisis resolution services outside of regular business hours. CARES serves as a 24/7/365 resource for crisis services that are coordinated with existing services such as ADMHS clinics, community-based organizations, law enforcement, shelters, hospital emergency rooms, and the Mental Health Assessment Team. The ACT program (also known as SHIA) provides treatment, rehabilitation and support services to mentally ill clients in their home or community rather than in clinics.

Dr. Levy is contracted to provide the following services: psychiatric services at CARES North/SHIA, including prescribing and administering psychiatric medications as needed and providing medication education for staff, clients, and families; training, education and support to ADMHS staff and/or Multi-Disciplinary Team members; and on-call coverage to the PHF outside of regular business hours. When on call, Dr. Levy will: provide direct patient care at the PHF as assigned and respond and confer with PHF staff regarding client diagnosis; review during the use of seclusion and restraint of clients admitted involuntarily; and advise on any medication administered to the patient.

ADMHS has experienced continuing difficulty recruiting and retaining certain key staff, particularly doctors, to the area. In previous years, Contractors on Payroll have successfully bridged the gap and helped ADMHS meet the needs of a growing population. Approval of the recommended action will help ensure the mentally ill of Santa Barbara County continue to receive expert care while in the Mental Health System.

Performance Measure:

Approval of the recommended action will help ADMHS meet **Recurring Performance Measures 0215** to provide effective mental health care for 4,200 seriously mentally ill adults.

Staffing the ADMHS clinics contributes to the following outcomes:

- Avoiding involuntary interventions such as hospitalization or incarceration, whenever possible.
- Shifting expenditures from highly restrictive and expensive institutions (e.g., hospital, jail) to community-based care, whenever possible.

Fiscal and Facilities Impacts:

Budgeted: Select_Budgeted

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One- Time</u>
General Fund			
State - Realignment	\$ 119,975.00		
Federal - Medi-Cal (FFP)	\$ 39,990.00		
Fees			
Other:			
Total	\$ 159,965.00	\$ -	\$ -

Narrative: The contract for Dr. Levy is funded by a combination of Medi-Cal and Realignment. These funding sources are identified in the Adopted FY 2007-08 Budget, Federal and State Revenues line item 4102 – Realignment, Other Charges for Services – Medi-Cal line item 5404 (page D-150 in the County Budget Book), under Adult Mental Health Programs. The proposed expenditures are included in the FY 2007-08 Budget for Contractors on Payroll under Salaries and Employee Benefits, Expenditure Line Item Account 6177. Execution of this amendment will not increase the use of general fund dollars by the ADMHS Department.

Special Instructions:

Please send one (1) copy of the minute order and one (1) copy of the executed contract to:

Alcohol, Drug & Mental Health Services
ATTN: Contracts
300 N. San Antonio Road Bldg. 3
Santa Barbara, CA 93110

Attachments:

07-08 Levy COP Contract

Authored by:

Christina Toma

cc:

AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter **COUNTY**) and Lawrence Levy, M.D., EID# _____, with a principal place of business at 9251 N. Hilltop Court, Fresno, CA (hereafter **CONTRACTOR**) wherein **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Deputy Director Administration at phone number 805-681-5220 is the representative of **COUNTY** and will administer this Agreement for and on behalf of **COUNTY**. Lawrence Levy at phone number 5599606159 is the authorized representative for **CONTRACTOR**. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To **COUNTY**: Director
 Santa Barbara County
 Alcohol, Drug, and Mental Health Services
 300 N. San Antonio Road, Bldg. 3
 Santa Barbara, CA 93110

To **CONTRACTOR**: Lawrence Levy, M.D.
 9251 N. Hilltop Court
 Fresno, CA 93720

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** **CONTRACTOR** agrees to provide services to **COUNTY** in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** **CONTRACTOR** shall commence performance on 11/5/2007 and end performance upon completion, but no later than 6/30/2008 unless otherwise directed by **COUNTY** or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** **CONTRACTOR** shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. The maximum payment under this Agreement shall not be exceeded without a written notice from **COUNTY**.

6. **CONTRACTOR ON PAYROLL STATUS.** **CONTRACTOR** understands and agrees that **CONTRACTOR'S** term of work is governed solely by this Agreement; and that no right of tenure is created hereby; and that he/she does not and will not, by virtue of this Agreement, hold a position in any department or office of the **COUNTY**; and that **CONTRACTOR'S** services to the **COUNTY** under this Agreement are authorized pursuant to Government Code Section 31000. To the extent that this Agreement can be construed as an agreement of employment, such employment is at-will, and it shall remain at-will unless and until the parties expressly state their intention to make it

otherwise, in writing signed by the **CONTRACTOR** and a duly-authorized representative of the **COUNTY**. **CONTRACTOR** warrants that **CONTRACTOR** is fully licensed to perform all work contemplated in this Agreement, and **CONTRACTOR** agrees to submit verification of licensure.

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. **Retirement:** **CONTRACTOR** shall be a member of the Santa Barbara County Employees Retirement System ONLY if both of these conditions are true: 1) **CONTRACTOR** is required to work at least forty (40) hours per bi-weekly pay period; and 2) **CONTRACTOR'S** assignment is not deemed by **COUNTY** to be temporary, intermittent, or seasonal. Retirement benefits shall be pro-rated according to the applicable percentage of a full-time equivalent (i.e. .5, .6, .625, .75, .8, .875, .9, or 1.0).

D. **Other:** **CONTRACTOR** understands and agrees that **CONTRACTOR** is not and will not be eligible for membership in, or any benefits from, any **COUNTY** group plan or hospital, surgical or medical insurance.

CONTRACTOR is responsible for licensure fees, subscriptions to journals and other professional expenses not specifically detailed in this Agreement.

CONTRACTOR may be permitted to use **COUNTY** vehicles as part of **CONTRACTOR'S** assignment and shall maintain a valid California Driver's License.

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.

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.

8. **STANDARD OF PERFORMANCE.** **CONTRACTOR** represents that **CONTRACTOR** has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, **CONTRACTOR** shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which **CONTRACTOR** is engaged. All products of whatsoever nature, which **CONTRACTOR** delivers to **COUNTY** pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in **CONTRACTOR'S**

profession. **CONTRACTOR** shall correct or revise any errors or omissions, at **COUNTY'S** request without additional compensation. Permits and/or licenses shall be obtained and maintained by **CONTRACTOR** without additional compensation.

9. **TAXES.** The **COUNTY** shall pay **CONTRACTOR** for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, and such payment shall be subject to deductions and include withholding of state and federal taxes.

10. **CONFLICT OF INTEREST.** **CONTRACTOR** covenants that **CONTRACTOR** presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such interest shall be employed by **CONTRACTOR**.

11. **NONAPPROPRIATION.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated and budgeted or funds are otherwise not available for payments in the fiscal year covered by the term of the Agreement, then **COUNTY** will immediately notify **CONTRACTOR** of such occurrence and the Agreement may be terminated by **COUNTY**, with or without the prior notice specified in the Termination section of this Agreement. Subsequent to termination of this Agreement under this provision, **COUNTY** shall have no obligation to make payments with regard to the remainder of the term.

12. **OWNERSHIP OF DOCUMENTS.** **COUNTY** shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. **CONTRACTOR** shall not release any materials under this section except after prior written approval of **COUNTY**.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of **COUNTY**. **COUNTY** shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

13. **INDEMNIFICATION.** **COUNTY** will indemnify **CONTRACTOR** against any claim, lawsuit, or judgment arising out of **CONTRACTOR'S** performance of duties under this Agreement.

CONTRACTOR agrees to notify **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

CONTRACTOR shall bear the cost of **CONTRACTOR'S** own defense and liability for any act or omission arising from professional duties outside the scope of this Agreement. Nothing contained herein shall be deemed to increase **COUNTY'S** liability beyond limitations set forth by law.

14. **NONDISCRIMINATION.** **COUNTY** hereby notifies **CONTRACTOR** that **COUNTY'S** Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and **CONTRACTOR** agrees to comply with said ordinance. **CONTRACTOR** agrees to comply with **COUNTY'S** Anti-Harassment Policy.

15. **NONEXCLUSIVE AGREEMENT.** **CONTRACTOR** understands that this is not an exclusive Agreement and that **COUNTY** shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by **CONTRACTOR** as the **COUNTY** desires.

16. **ASSIGNMENT.** **CONTRACTOR** shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of **COUNTY** and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.** Either of the parties hereto may, for any reason, prior to the expiration date of this Agreement, cancel and terminate this Agreement upon thirty (30) days' written notice to the other. Upon a material breach of the terms and conditions of the Agreement by one of the parties, the non-breaching party (including Designated Representative's superiors) may terminate this Agreement upon the mailing of a written notice of termination to the breaching party. Written notification as required under this paragraph shall be given by **CONTRACTOR** to the **COUNTY** Designated Representative. Written notification by **COUNTY** shall be given to the **CONTRACTOR**. In the case of material breach (including but not limited to: grossly negligent conduct, malpractice or criminal conduct, etc.) by **CONTRACTOR**, the Designated Representative or designee may immediately terminate the Agreement.

Upon termination, **CONTRACTOR** shall cease work (unless the notice directs otherwise), and deliver to **COUNTY** all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by **CONTRACTOR** in performing this Agreement, whether completed or in process.

Notwithstanding any other payment provision of this Agreement, **COUNTY** shall pay **CONTRACTOR** for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall **CONTRACTOR** be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to **COUNTY** is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **NO WAIVER OF DEFAULT.** No delay or omission of **COUNTY** to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to **COUNTY** shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of **COUNTY**.

22. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This

Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

23. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. **COMPLIANCE WITH LAW.** **CONTRACTOR** shall, at **CONTRACTOR'S** sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of **CONTRACTOR** in any action or proceeding against **CONTRACTOR**, whether **COUNTY** is a party thereto or not, that **CONTRACTOR** has violated any such ordinance or statute, shall be conclusive of that fact as between **CONTRACTOR** and **COUNTY**.

25. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

26. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, **CONTRACTOR** hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which **CONTRACTOR** is obligated, which breach would have a material effect hereon.

28. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections shall prevail over those in the Exhibits.

29. **SURVIVAL.** All provisions which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement.

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Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and **Lawrence Levy, M.D.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on 11/5/2007.

COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Date: _____

By: _____
Deputy

APPROVED AS TO FORM:
CEO/HUMAN RESOURCES

CONTRACTOR

By: *T. D. [Signature]*
Human Resources Director
Date: 9/15/07

By: _____
SocSec or TaxID Number:
Date: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: *Cecile E. Andersen*
Deputy County Counsel
Date: 9/21/07

By: *[Signature]*
Deputy
Date: 9-24-07

APPROVED AS TO FORM AND CONTENT:
DEPARTMENT DIRECTOR

APPROVED AS TO FORM:
RISK MANAGEMENT

By: *[Signature]*
Department Director
Date: 9/27/07

By: *[Signature]*
Risk Management
Date: 9/25/07

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Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and **Lawrence Levy, M.D.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on 11/5/2007.

COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Date: _____

By: _____
Deputy

APPROVED AS TO FORM:
CEO/HUMAN RESOURCES

CONTRACTOR

By: _____
Human Resources Director

By: Lawrence Levy, MD
SocSec or TaxID Number: 094-32-88894
Date: 9/17/07

Date: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
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 AND CONTENT:
DEPARTMENT DIRECTOR

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
Department Director

By: _____
Risk Management

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall serve as a Board-certified or Board-eligible psychiatrist for, and on behalf of, **COUNTY** under the general direction of the Director of Alcohol, Drug & Mental Health Services or designee, and will perform the following duties at the North County CARES and the ACT Model Program (SHIA), based in Santa Maria, or at other county facilities as requested, to include but not be limited to:

1. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician or surgeon in California.
2. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations.
3. Prescribe and administer, as needed, psychiatric medication(s).
4. Provide medication education for staff, clients, and families.
5. Participate in review, revision, and approval of assessments of clients.
6. Participate in the development, review, revision, and approval of treatment plans.
7. Provide consultation, training, and support of multi-disciplinary team members, as needed.
8. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review.
9. Adhere to documentation and reporting requirements established by **COUNTY**.
10. Perform other relevant work within the scope of **CONTRACTOR'S** license.
11. The following summarizes **COUNTY'S** expectations of **CONTRACTOR**. **CONTRACTOR** shall:
 - a. Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
 - b. Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record;
 - c. Schedule new patients for 1.5 hour appointments during which assessment, initial treatment plan, appropriate documentation and dictation of case shall be completed;
 - d. Schedule follow-up appointments for 30 minutes. It is expected that a minimum of two (2) clients per hour will be seen and their care documented using the OLPN format;
 - e. Accommodate urgent or emergent concerns, walk-ins, medication refills, or other requests made by the Psychiatric Technicians or program manager in the event of a client "no-show."
12. **CONTRACTOR** productivity is expected to be at least 80%.
13. **CONTRACTOR** is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind. Services provided by unlicensed or uncertified persons shall not be compensated.

CONTRACTOR shall provide to Alcohol, Drug & Mental Health Services Administration Quality Care Management Team (QCMT) a current copy of **CONTRACTOR'S** Drug Enforcement Agency (DEA) certificate and physician's license.

14. **CONTRACTOR** agrees to provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the Community Mental Health Services plan and policy as administered by the **COUNTY'S** Director of Alcohol, Drug & Mental Health Services.
15. **CONTRACTOR** agrees to appear for testimony for court and jury trials as determined necessary by the Conservator for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving.
16. During the term of this contract, **CONTRACTOR** shall share in psychiatric call assigned during the weekday on-call phone coverage schedule from 5:00 PM Monday through 8:00 AM Friday.
17. During the term of this contract, **CONTRACTOR** shall provide up to 48 hours of coverage at the Psychiatric Health Facility outside of regular business hours, as requested.

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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 \$159,965 without written amendment. This not to exceed amount includes the following:

- \$147,660 for 1284 hours of work by **CONTRACTOR** at a rate of \$115.00 per hour, which shall include up to 48 hours of PHF coverage, as requested.
- \$12,305 for 107 hours of paid leave paid via payroll.

Contract Summary

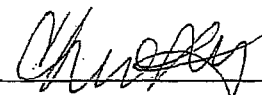
EID# _____

D1. Fiscal Year: FY 07-08
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): 043 (043-02-01-2110-0)
 D3. Requisition Number:
 D4. Department Name: Alcohol, Drug and Mental Health Services
 D5. Contact Person: Christy Toma
 D6. Phone: (805) 681-4090
 K1. Contract Type (check one): Personal Service [] Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: COP/Psychiatric Services
 K3. Original Contract Amount: \$159965
 K4. Contract Begin Date: 11/5/2007
 K5. Original Contract End Date: 6/30/2008
 K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndfToDate	NewTotalAmt	NewEndDate	Purpose(2-4 words)

K7. Department Project Number:
 B1. Is this a Board Contract? (Yes/No): Yes
 B2. Number of Workers Displaced (if any):
 B3. Number of Competitive Bids (if any):
 B4. Lowest Bid Amount (if bid): \$
 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: 1701
 F2. Current Year Encumbrance Amount: \$159965
 F3. Fund Number: 0044
 F4. Department Number: 043
 F5. Division Number (if applicable):
 F6. Account Number: 6177
 F7. Cost Center number (if applicable):
 F8. Payment Terms: Net 30
 V1. Vendor Numbers (A=uditor; P=urchasing):
 V2. Payee/CONTRACTOR Name: Lawrence Levy, M.D.
 V3. Mailing Address: 9251 N. Hilltop Court
 V4. City State (two-letter) Zip (include +4 if known): Fresno, CA 93720
 V5. Telephone Number: 5599606159
 V6. CONTRACTOR'S Federal Tax ID Number (EIN or SSN):
 V7. Contact Person: Christy Toma
 V8. Workers Comp Insurance Expiration Date: N/A
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl): N/A
 V10. Professional License Number: #
 V11. Verified by (name of COUNTY staff): Christy Toma
 V12. Company Type (Check one): Individual [] Sole Proprietorship [] Partnership [] Corporation

I certify the following: information is complete and accurate; designated funds are available; required concurrences are as evidenced on signature page.

Date: 9-13-07 Authorized Signature: 

REQUEST AND CEO/HR APPROVAL OF CONTRACTOR ON PAYROLL EMPLOYMENT AND COMPENSATION

Contractors on Payroll Policy, September 2006, adopted by the Board on October 3, 2006

Department ADMHS Department Number 043

Request Date _____ To be heard at Board meeting on _____

Department Contact Christy Toma Phone Number 681-4090

CONTRACTOR'S NAME: Dr. Lawrence Levy

APPROPRIATE USE OF COP BASED ON ONE OR MORE OF THE FOLLOWING CRITERIA:

- There is a need for specialized work to be performed and/or there is no existing job classification appropriate to the job.
- The work cannot be performed by an independent contractor as determined by the IRS.
- There is a temporary funding source for the work.
- The work is sporadic and does not warrant a full or part-time regular position.

DESCRIPTION OF THE WORK TO BE PERFORMED (or attach Statement of Work from contract):
See attached Statement of Work

SALARY RECOMMENDATION: 115.00/ HOUR

SALARY SET AFTER CONSIDERING THE FOLLOWING DATA/INFORMATION:

1. Psychiatrist for CARES and SHIA Santa Maria, a geographic underserved area and PHF coverage
2. Three Board Specialty Certifications
3. Level of difficulty recruiting qualified psychiatrists
4. Bilingual

RETIREMENT: WILL WILL NOT BE A MEMBER OF THE RETIREMENT SYSTEM

LEAVE: WILL RECEIVE 160 OR 107 HOURS OF LEAVE

CEO/HR APPROVAL YES NO Reviewed By _____ DATE _____

CONTRACT SUMMARY (for hiring department's use)

Fiscal Year Period (m/d/yr – m/d/yr)	Hourly Rate of Pay	Hours per Pay Period	"CSR" Hours (Contractor Subject to Retirement)	"CPL" Hours (Contract-Paid Leave)	Total CSR & CPL Compensation Paid via Payroll	Total Contract Salary and Leave Paid to Contractor by Fiscal Year
11/5/07 – 6/30/08	\$115.00	82	1284	107	\$159,965	\$159,965
Total Contract Salary and Leave Paid to Contractor						\$159,965
Total Cost to County (includes roll-up)						\$191,958