

SECOND AMENDMENT 2013-2014

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 BC 14-089, by and between the **County of Santa Barbara** (County) and **Medical Doctor Associates** (Contractor), for the continued provision of Locum Tenens temporary physician services.

Whereas, Contractor represents that it 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, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, the First Amendment approved by the County Board of Supervisors in January 2014, except as modified by this Second Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds in the amount of \$190000 to the prior Agreement maximum of \$660000 so as to compensate Contractor for the additional services to be rendered under this Agreement through June 30, 2014.

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

I. Delete Section 1, Contract Maximum, from Exhibit B, Financial Provisions, and replace with the following:

1. Contract Maximum. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$850000**.

II. Delete Exhibit B-1, Schedule of Rates, and replace with the following:

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Exhibit B-1 SCHEDULE OF RATES

	Adult Outpatient Psychiatry	Child/ Adolescent Psychiatry	Inpatient Psychiatry†
Hourly Rate All Inclusive	\$170	\$185	\$195
Overtime (per hour)	\$187.50	\$204.75	\$225**
Weeknight on-call Mon-Fri 5PM to 8AM	\$160	\$170	N/A
Weekend on-call Per 24 hrs 8AM to 8AM	\$550	\$600	N/A
Holiday call Per 24 hrs, 8AM to 8AM	\$840	\$900	N/A
Total Contract Maximum	<u>\$850000</u>		

† Rates for Inpatient Psychiatry may be up to \$195 per hour as agreed in writing between Contractor and County depending on Professional's qualifications and experience.

*Overtime rate shall not apply in the event Contractor, Professional and County agree to a modified work schedule such as 9/80.

**Overtime rate for Inpatient Psychiatry shall apply to hours worked above 40 in one week and any time the Professional is on site at the Facility after hours, holidays or on weekends.

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Medical Doctor Associates.

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

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By _____
Director

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

MR. JIM GINTER, PRESIDENT
MEDICAL DOCTOR ASSOCIATES

By: _____
Tax Id No 26-2936432

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: _____