

Agreement for Services of Independent Contractor

Between

Santa Barbara County

and

My JNJ, Inc

First Amendment

Effective August 6, 2007

This is the first amendment (hereafter referred to as "Amendment One") to the Agreement for Services of Independent Contractor, number BC-08-009 (Agreement), by and between the County of Santa Barbara (COUNTY) and My JNJ, Inc. (CONTRACTOR), for the provision of physician services for the period August 6, 2007 through June 30, 2008.

Whereas, the Agreement is effective through June 30, 2008.

Whereas, the parties desire to amend the Agreement to clarify the terms of the bonus for relocation.

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:

5. **COMPENSATION OF CONTRACTOR.** *CONTRACTOR shall be paid for performance under this Amendment One in accordance with the terms of EXHIBIT B, Compensation, as revised herein.*

b. **Exhibit B – PAYMENT ARRANGEMENTS** is amended as follows:

4. b) If CONTRACTOR and COUNTY agree that CONTRACTOR is required to provide extra call coverage as a result of a vacant physician position (more than five days), COUNTY shall pay CONTRACTOR additionally for these added services. Reimbursement for the extra call services shall be at the daily rate (24 hours) of \$1,200 (one thousand two hundred dollars). No additional compensation shall be made for delivery services made during normal clinic hours or during days or evenings where CONTRACTOR would have normally been on-call. COUNTY and CONTRACTOR have agreed that proper documentation of such call must be submitted monthly in writing and approved by the Regional Clinic Manager. An additional ~~\$20,000~~ \$10,000 for the contract period has been added to this Agreement for this extra call or clinic coverage. If these extra services are not performed CONTRACTOR will not receive this money.

CONTRACTOR shall be paid an up front contract completion incentive under this Agreement. Contractor will be compensated \$10,000 but will be required to reimburse the County if CONTRACTOR terminates the Agreement before June 30, 2008.

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-08-009 between the **County of Santa Barbara** and **My JNJ, Inc.**

IN WITNESS WHEREOF, the parties have executed this Amendment One to be effective August 6, 2007.

COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____

Deputy

Chair, Board of Supervisors

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

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

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

By: _____

Director

By: _____

Amendment One to Agreement for Services of Independent Contractor BC-08-009 between the **County of Santa Barbara** and **My JNJ, Inc.**

IN WITNESS WHEREOF, the parties have executed this Amendment One to be effective August 6, 2007.

CONTRACTOR

My JNJ, Inc

By: _____
Signature

Printed Name, Title

Date: _____

| | |
|------------------------|------------------------|
| Contract Summary Form: | BC-08-009 Amendment #1 |
|------------------------|------------------------|

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board if > \$100,000. If < \$100,000, submit a Purchasing Requisition to the Purchasing Division.

- D1. Year(s): FY 07/08; Amendment #1
- D2. Department Number (plus -Ship/-Bill codes in paren's): 041
- D3. Requisition Number
- D4. Department Name: Public Health Department
- D5. Contact Person.....: Dawn McGrew
- D6. Phone: (805) 681-5205

- K1. Contract Type (check one): Personal Service Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose.: Physician Services
- K3. Original Contract Amount: \$209,855
- K4. Contract Begin Date.....: August 6, 2007
- K5. Original Contract End Date: June 30, 2008
- K6. Amendment History (leave blank if no prior amendments): None.

| <u>Seq#</u> | <u>Effective Date</u> | <u>ThisAmndtAmt</u> | <u>CumAmndtTo</u> | <u>DateNewTotal</u> | <u>AmtNew</u> | <u>EndDate</u> | <u>Purpose (2-4 words)</u> |
|-------------|-----------------------|---------------------|-------------------|---------------------|---------------|----------------|----------------------------|
| 1 | 8/6/07 | \$ 0 | \$ | \$209,855 | | | Admin changes. |

- K7. Department Project Number.....:
- 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): \$
- B5. If Board waived bids, show Agenda Date
- B6. ... and Agenda Item Number
- B7. Boilerplate Contract Text Unaffected?

- F1. Encumbrance Transaction Code
- F2. Current Year Encumbrance Amount.....:
- F3. Fund Number.....: 0042
- F4. Department Number: 041
- F5. Division Number (if applicable): 1299
- F6. Account Number: 7467
- F7. Cost Center number (if applicable).....:
- F8. Payment Terms.....: Net 30

- V1. Vendor Numbers (A=uditor; P=urchasing).....:
- V2. Payee/Contractor Name.....: My JNJ (surmy@yahoo.com)
- V3. Mailing Address: 154 Wilson Dr
- V4. City State (two-letter) Zip (include +4 if known): Santa Maria, CA 93455
- V5. Telephone Number: (H) 934.1630 © 260.1481
- V6. Contractor's Federal Tax ID Number (EIN or SSN): 20-8930735
- V7. Contact Person.....: My Dinh, DO
- V8. Workers Comp Insurance Expiration Date: waived
- V9. Liability Insurance Expiration Date[s] (G=ent; P=rofl): waived
- V10. Professional License Number.....: 20A9907
- V11. Verified by (name of County staff).....: Dawn McGrew
- V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : _____ Authorized Signature _____