

**Agreement for Services of Independent Contractor**

**Between**

**Santa Barbara County**

**and**

**Carolyn Griffith, M.D.**

**Fifth Amendment**

**Effective May 1, 2008**

This is the fifth amendment (hereafter referred to as "Amendment Five") to the Agreement for Services of Independent Contractor, number BC-05-185 (Agreement), by and between the County of Santa Barbara (COUNTY) and Carolyn Griffith, M.D. (CONTRACTOR), for the provision of Obstetrical and Gynecological physician services.

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

Whereas, the Agreement was amended effective June 20, 2005, May 1, 2006, August 8, 2006 and January 1, 2007.

Whereas, the parties desire to amend the Agreement to extend the term of the Agreement;

Whereas, the COUNTY desires to provide a contract extension bonus;

Whereas, the COUNTY desires to provide a 3.5% to the monthly retainer for FY 08/09;

Whereas, this Amendment Five 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 Five, 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:
    4. **TERM.** CONTRACTOR shall commence performance on June 20, 2005 and end performance upon completion, but no later than ~~June 30, 2008~~ *December 31, 2008* unless otherwise directed by COUNTY or unless earlier terminated.
    5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Amendment Five in accordance with the terms of Exhibit B, Compensation, as revised herein.

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

**Section 2** the following language is amended:

For services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursement, not to exceed \$110,000 for services provided from June 20, 2005 through June 30, 2006; \$312,098 for the period July 1, 2006 through June 30, 2007; and \$249,148 for the period July 1, 2007 through June 30, 2008; and \$130,760 for the period July 1, 2008 through December 31, 2008.

Section 4. a) the following language is added:

*iv.) For the period of July 1, 2008 through December 31, 2008 (inclusive) CONTRACTOR shall be paid a monthly amount of \$18,835 which represents a 3.5% increase.*

Section 4. b) the following language is added:

b) If CONTRACTOR and COUNTY agree that CONTRACTOR is required to provide extra call or clinic 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 for the contract period has been added to this Agreement for this extra call or clinic coverage for the period August 6, 2007 through June 30, 2008. If these extra services are not performed CONTRACTOR will not receive this money.

*An additional \$10,000 has been added to this Agreement for this extra call or clinic coverage for the period July 1, 2008 through December 31, 2008.*

*The "extra call or clinic coverage" amounts shall be treated as "not to exceed amounts." CONTRACTOR will only be compensated for extra call or clinic coverage services actually rendered.*

Section 4. c) the following language is amended:

~~The monthly amount stated above in Section 4. a) shall be adjusted based upon a productivity methodology or measurement that both parties agree upon. In no case, shall any changes to the compensation model be made that cause the reimbursement to exceed the total compensation identified in Exhibit B, Section 2 above.~~

*A Contract Improvement Performance Incentive shall be paid to CONTRACTOR if the productivity goals are met after each quarter. CONTRACTOR shall work the complete quarter to be eligible for the Incentive payment for that quarter. An additional \$5,250 has been added to this Agreement to be applied as a Contract Improvement Performance Incentive for the period July 1, 2008 through December 31, 2008. An amount not to exceed \$2,625 each quarter shall be paid to CONTRACTOR if the*

*productivity goals are met after each quarter. In no case, shall any changes to the compensation model be made that causes the reimbursement to exceed the total compensation identified in Exhibit B, Section 2, above.*

Section 4. the following language is added:

*d) CONTRACTOR shall be paid a six-month extension bonus under this Agreement. CONTRACTOR will be compensated \$2,500 during FY 07/08 upon execution of Amendment One.*

3. **Ramifications**. The terms and provisions set forth in this Amendment Five shall modify and supercede 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 Five, 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 enforceable obligations of the parties.
4. **Counterparts**. This Amendment Five may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Amendment Five to Agreement for Services of Independent Contractor BC-05-185 between the **County of Santa Barbara** and **Carolyn Griffith, M.D.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment Five to be effective May 1, 2008.

COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM:  
DANIEL J. WALLACE  
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: \_\_\_\_\_  
Risk Manager

Amendment Five to Agreement for Services of Independent Contractor BC-05-185 between the **County of Santa Barbara** and **Carolyn Griffith, M.D.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment Five to be effective May 1, 2008.

**CONTRACTOR**

Carolyn Griffith, M.D.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

Date: \_\_\_\_\_

D1. Year(s) .....: FYs 07/08 & 08-09  
 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 .....: \$110,000  
 K4. Contract Begin Date.....: June 20, 2005  
 K5. Original Contract End Date .....: June 30, 2006  
 K6. Amendment History (leave blank if no prior amendments): None.

<u>Seq#</u>	<u>Effective Date</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
1	6/20/05	\$0		\$110,000		Admin Changes
2	5/1/06	\$264,563		\$374,563		6/30/08Term,\$, & Admin Changes
3	8/8/06	\$125,000		\$499,563		\$ & Temporary On-call provisions.
4	1/1/07	171,683		\$671,246		Increase in contract hours & \$
5	5/1/08	130,760		\$802,006		Extend Term/Increase rate/bonus

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. Agenda Item Number ..... :  
 B7. Boilerplate Contract Text Unaffected? ..... N/A

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.....: Carolyn Griffith, M.D.  
 V3. Mailing Address .....: 219 Vista Del Cumbre  
 V4. City State (Three-letter) Zip (include +4 if known): Santa Barbara, CA 93106 (rptcsg@cox.net)  
 V5. Telephone Number .....: 563-2973 (H) 630-6399 (C)  
 V6. Contractor's Federal Tax ID Number (EIN or SSN): On file  
 V7. Contact Person.....: Carolyn Griffith, M.D.  
 V8. Workers Comp Insurance Expiration Date .....: waived  
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl): waived  
 V10. Professional License Number.....: On file  
 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 \_\_\_\_\_