

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

KENNETH FOGELBERG, MD

Second Amendment

Effective July 1, 2008

This is the second amendment (hereafter referred to as "Amendment Two") to the Agreement for Services of Independent Contractor, number BC-08-010 (Agreement), by and between the County of Santa Barbara (COUNTY) and Kenneth Fogelberg, MD (CONTRACTOR), for the provision of physician services.

Whereas, the Agreement is effective through December 31, 2008;

Whereas, the parties desire to amend the Agreement to increase the amount for extra call coverage;

Whereas, this Amendment Two 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 Two, 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 Two in accordance with the terms of EXHIBIT B, Compensation Payment Arrangements, as revised herein.*

b. **Exhibit B – COMPENSATION 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 \$209,855 for services provided from August 6, 2007 through June 30, 2008; and not to exceed ~~\$130,760~~ \$145,410 for the period July 1, 2008 through December 31, 2008.

Section 4 b). The following language is amended:

An additional ~~\$10,000~~ \$32,400 has been added to this Agreement for this extra call or clinic coverage for the period July 1, 2008 through December 31, 2008.

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. The total incentive money available is \$10,500 per 12 month fiscal year. An additional ~~\$5,250~~ \$0 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.

3. **Ramifications**. The terms and provisions set forth in this Amendment Two 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 Two, 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 Two may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Amendment Two to Agreement for Services of Independent Contractor BC-08-010 between the **County of Santa Barbara** and **Kenneth Fogelberg, MD.**

IN WITNESS WHEREOF, the parties have executed this Amendment Two to be effective July 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:
DENNIS MARSHALL
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 MANAGEMENT

By: _____
Director

By: _____
Risk Manager

Amendment Two to Agreement for Services of Independent Contractor BC-08-009 between the **County of Santa Barbara** and **Kenneth Fogelberg, MD**.

IN WITNESS WHEREOF, the parties have executed this Amendment Two to be effective July 1, 2008.

CONTRACTOR

Kenneth Fogelberg, MD

By: _____
Signature

Printed Name, Title

Date: _____

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 & 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: \$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>DateNewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
1	5/1/08	\$130,760		\$340,615		Extend Term/Increase rate/bonus
2	7/1/08	14,650		357,765		Increase extra Call/Clinic Coverage

- 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: Kenneth Fogelberg, MD (fogelhound@yahoo.com)
- V3. Mailing Address: 2415 Del Sur
- V4. City State (two-letter) Zip: Santa Maria, CA 93455
- V5. Telephone Number
- V6. Contractor's Federal Tax ID Number (EIN or SSN) On File
- V7. Contact Person : Kenneth Fogelberg, MD
- V8. Workers Comp Insurance Expiration Date : Waived
- V9. Liability Insurance Expiration Date[s].....: Waived
- V10. Professional License Number.....: 20A9907: NPI
- 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: _____