

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

MATRIX MEDICAL CORPORATION

FIRST AMENDMENT

July 1, 2011 through June 30, 2012

THIS IS THE FIRST AMENDMENT (hereafter referred to as **First Amendment**) to the Agreement for Services of Independent Contractor, number BC-10-123 (hereafter **Agreement**), by and between the County of Santa Barbara (COUNTY) and Matrix Medical Corporation (CONTRACTOR), for the provision of clinical services in the Santa Maria Women's Health Center and hospital coverage for OB/GYN County patients at the Marian Medical Center.

WHEREAS, the Agreement is effective through June 30, 2011; and

WHEREAS, the parties desire to amend the Agreement to extend the term and adjust the compensation; and

WHEREAS, this First Amendment 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 First Amendment, 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:

Section 30. BUSINESS ASSOCIATE is stricken in its entirety and replaced with Section **30. COMPLIANCE WITH HIPAA.**

30. COMPLIANCE WITH HIPAA. CONTRACTOR is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

b. EXHIBIT B COMPENSATION PAYMENT ARRANGEMENTS Section 3 is amended as follows:

3. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount not to exceed \$264,000. ~~\$54,000 for April 1, 2010 through June 30, 2010 and \$210,000 for FY 2010-11~~ ***\$210,000 for the period July 1, 2011 through June 30, 2012.***

c. EXHIBIT E HIPAA BUSINESS ASSOCIATE AGREEMENT shall be removed in its entirety.

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

First Amendment to Agreement for Services of Independent Contractor BC-10-123 between the **County of Santa Barbara** and **Matrix Medical Corporation**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2011.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CHIEF EXECUTIVE OFFICER

Chair, Board of Supervisors

By: _____
Chief Executive Officer

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:
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

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

By: _____
Director

By: _____
Risk Manager

First Amendment to Agreement for Services of Independent Contractor BC-10-123 between the
County of Santa Barbara and Matrix Medical Corporation

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective
July 1, 2011.

CONTRACTOR

By: _____
Matrix Medical Corporation (George Johnson M.D.)

Date: _____

Contract Summary Form:

Contract Number: BC-10-123

D1. Fiscal Year.....: FYs 2009-10, 2010-11, 2011-12
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :
 D3. Requisition Number:
 D4. Department Name: Public Health
 D5. Contact Person.....: Dan Reid
 D6. Phone.....: 805.681.5173

K1. Contract Type (check one): Personal Service Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose.:

K3. Original Contract Amount: \$264,000

K4. Contract Begin Date.....: April 1, 2010

K5. Original Contract End Date.....: June 30, 2011

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtToDate</u>	<u>NewTotal</u>	<u>NewAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
A01	7/1/11 thru 6-30-12	This Term:	\$210,000	Accumulative:	\$474,000			Extend Term; adjust compensation

K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No).....: Yes

B2. Number of Workers Displaced (if any).....: none

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? (Yes / or cite ¶¶) Exhibit C

F1. Encumbrance Transaction Code.....: 1701

F2. Current Year Encumbrance Amount.....: \$210,000 for FY 11-12

F3. Fund Number.....: 0001

F4. Department Number.....: 041

F5. Division Number (if applicable).....: 3001

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.....: Matrix Medical Corporation (George Johnson, M.D.)

V3. Mailing Address.....: 1304 Ella Street, Suite A

V4. City State (two-letter) Zip (include +4 if known) : San Luis Obispo, CA 93041

V5. Telephone Number.....: 805-541-1621

V6. Contractor's Federal Tax ID Number (EIN or SSN)

V7. Contact Person.....: George Johnson, M.D.

V8. Workers Comp Insurance Expiration Date.....: n/a. Proof of auto insurance on file.

V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) n/a. County provides Medical Malpractice coverage:

V10. Professional License Number.....: #

V11. Verified by (name of County staff).....: Jaclyn Smith

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: _____