

Agreement for Services of Independent Contractor

Between

Santa Barbara County

and

Lester Reffigee, M.D.

Fourth Amendment

Effective May 1, 2008

This is the fourth amendment (hereafter referred to as "Amendment Four") to the Agreement for Services of Independent Contractor, number BC-06-035 (Agreement), by and between the County of Santa Barbara (COUNTY) and Lester Reffigee, 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 July 1, 2005, May 1, 2006 and August 1, 2006;

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% increase to the monthly retainer for FY 08/09;

Whereas, this Amendment Four 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 Four, 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 July 1, 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 Four 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 \$210,000 for services provided from July 1, 2005 through June 30, 2006; \$367,339 for the period July 1, 2006 through June 30, 2007; and \$249,142 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. c) the following language is amended:

If CONTRACTOR and COUNTY agree that CONTRACTOR is required to provide extra call or clinic coverage as a result of a vacant (more than five days) physician position, COUNTY shall pay CONTRACTOR additionally for these added services. Reimbursement for the extra call services, shall be at a daily rate (24 hours) of \$1,200.00 (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 has been added to this agreement for this extra call or clinic coverage at the Lompoc County Clinic. If these extra services are not performed, CONTRACTOR shall 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. d) 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:

e) 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 Four.

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

Amendment Four to Agreement for Services of Independent Contractor BC-06-035 between the **County of Santa Barbara** and **Lester Reffigee, M.D.**

IN WITNESS WHEREOF, the parties have executed this Amendment Four 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:
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 MANAGER

By: _____

Director

By: _____

Risk Manager

Amendment Four to Agreement for Services of Independent Contractor BC-06-035 between the **County of Santa Barbara** and **Lester Reffigee, M.D.**

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

CONTRACTOR

Lester Reffigee, M.D.

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): FYs 07/08 & 08-09; Amendment #4
- 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: \$210,000
- K4. Contract Begin Date.....: July 1, 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	7/1/05	\$0		\$210,000		Admin Changes
2	5/1/06	\$448,481		\$698,481	6/30/08	Term, \$, & Admin Chngs
3	8/8/06	\$130,000		\$828,481		\$&Temporary On-call provisins.
4	5/1/08	\$130,760		\$959,241	12/31/08	Term, \$

- 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? 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..... : Lester Reffigee, M.D.
- V3. Mailing Address : 1200 Touchstone Lane
- V4. City State (*Three-letter*) Zip (*include +4 if known*): Santa Maria, CA 93456
- V5. Telephone Number : (805) 346-8710
- V6. Contractor's Federal Tax ID Number (*EIN or SSN*): 386-94-8710
- V7. Contact Person..... : Lester Reffigee, M.D.
- V8. Workers Comp Insurance Expiration Date : waived
- V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*): waived
- V10. Professional License Number..... :
- 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 _____