

**Agreement for Services of Independent Contractor**

**Between**

**Santa Barbara County**

**and**

**Kenneth Fogelberg, MD**

**First Amendment**

**Effective May 1, 2008**

This is the first amendment (hereafter referred to as "Amendment One") 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 June 30, 2008;

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 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:
    4. **TERM.** CONTRACTOR shall commence performance on August 6, 2007 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 One 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 for the period July 1, 2008 through December 31, 2008.

Section 4. The following language is added:

a) *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.*

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.*

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 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.

c) *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 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-08-010 between the **County of Santa Barbara** and **Kenneth Fogelberg, MD.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment One 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 MANAGEMENT

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

Director

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

Risk Manager

Amendment One 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 One to be effective May 1, 2008.

**CONTRACTOR**

**Kenneth Fogelberg, MD**

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

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

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

Contract Summary Form:	BC-08-010 Amendment #1
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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; 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>DateNew</u>	<u>TotalAmtNew</u>	<u>EndDate</u>	<u>Purpose (2-4 words)</u>
1	5/1/08	\$130,760	\$	\$340,615			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. ... 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) 557-76-7033
- 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: \_\_\_\_\_