

THIRD AMENDMENT 2014-2015

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Third Amendment (hereafter Third Amended Contract) to the Agreement for Services of Independent Contractor, number **BC 15042** previously referenced as number **BC 14-089**, is made by and between the **County of Santa Barbara** (County) and **Medical Doctor Associates** (Contractor), for the continued services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

Whereas, County intends to extend the term of the existing contract through Fiscal Year 14-15 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, the First Amended Contract approved by the County Board of Supervisors in January 2014, the Second Amended Contract approved by the County Board of Supervisors in June 2014, except as modified by this Third Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor agree as follows:

I. In Agreement Section 4, Term, the following is added at the end:

For Fiscal Year 2014-15, Contractor shall continue performance on 7/1/2014 and end performance upon completion, but no later than 6/30/2015 unless otherwise directed by County or unless this Agreement is earlier terminated.

II. Agreement Section 6, Independent Contractor, is replaced with the following:

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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III. Agreement Section 12, Records, Audit, and Review, is replaced with the following:

12. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

IV. Add Section 34, Debarment and Suspension:

34. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

V. Add Section 35, Nonappropriation of Funds:

35. NONAPPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

VI. Delete Section 1, Contract Maximum, from Exhibit B, Financial Provisions, and replace with the following:

1. Contract Maximum. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$850,000** per County Fiscal Year.

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VII. Delete Exhibit B-1, Schedule of Rates, and replace with the following:

Exhibit B-1

Exhibit B-1 SCHEDULE OF RATES

	Adult Outpatient Psychiatry	Child/ Adolescent Psychiatry	Inpatient Psychiatry†
Hourly Rate All Inclusive	\$170	\$185	\$195
Overtime (per hour)	\$187.50	\$204.75	\$225**
Weeknight on-call Mon-Fri 5PM to 8AM	\$160	\$170	N/A
Weekend on-call Per 24 hrs 8AM to 8AM	\$550	\$600	N/A
Holiday call Per 24 hrs, 8AM to 8AM	\$840	\$900	N/A
Total Contract Maximum	<u>\$850,000</u>		

† Rates for Inpatient Psychiatry may be up to \$195 per hour as agreed in writing between Contractor and County depending on Professional's qualifications and experience.

*Overtime rate shall not apply in the event Contractor, Professional and County agree to a modified work schedule such as 9/80.

**Overtime rate for Inpatient Psychiatry shall apply to hours worked above 40 in one week and any time the Professional is on site at the Facility after hours, holidays or on weekends.

All other terms remain in full force and effect.

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SIGNATURE PAGE

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Medical Doctor Associates.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective on the date executed by County.

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By _____
Director

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

MR. JIM GINTER, PRESIDENT
MEDICAL DOCTOR ASSOCIATES

By: _____

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: _____