

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND JACKSON AND COKER LOCUM TENENS, LLC

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Jackson and Coker Locum Tenens, LLC, hereinafter called "Agency";

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, the parties entered into an Agreement on June 2, 2022 for Locum Tenens services for the term July 1, 2022 through June 30, 2023 for an amount not to exceed \$200,000; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the agreement by \$875,000 to an amount not to exceed \$1,075,000.

WHEREAS, the parties wish to replace the current Jackson & Coker Agreement with the County's template

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - AGENCY Requirements
Exhibit A-1- Services and Administrative Requirements
Exhibit B—Payments and Rates
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance

2. Staffing Services to be performed by Agency

In consideration of the payments set forth in this Agreement and in Exhibit B, Agency shall source, screen, and present Locum Tenens Providers ("Providers") for County in

accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. For the avoidance of doubt, the provision by Agency of Providers does not include the practice of medicine.

3. Payments

County shall make payment to Agency for the Provider services rendered by the Providers in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Agency based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION SEVENTY FIVE THOUSAND DOLLARS (\$1,075,000). In the event that the County makes any advance payments, Agency agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Agency is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022, through June 30, 2023.

5. Termination

This Agreement may be terminated by Agency or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Agency shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Any such payment for work/services shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Agency as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Agency notice of the alleged breach. Agency shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt

of such notice to cure the alleged breach. If Agency fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of Provider(s) and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Agency under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Agency may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Agency and all Agency’s representatives and Providers are performing services and duties under this Agreement as independent contractors and not as employees, agents, or partners of or joint ventures with County. County does retain responsibility for the performance of Providers as and to the extent required by law and the accreditation standards applicable to County. Such responsibility, however, is limited to establishing the goals and objectives for the service and requiring services to be rendered in a competent, efficient, and satisfactory manner in accordance with applicable standards and legal requirements. Providers shall be responsible for determining the way services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

8. Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require Agency or Agency’s representatives or Providers to refer or admit any patients to or order any goods or services from Agency. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct themselves in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.

9. Third Party Beneficiaries

This Agreement is entered into for the sole benefit of County and Agency. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Agency representative or Provider.

10. **Hold Harmless**

a. **General Hold Harmless**

Agency shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any Staffing Services required of Agency under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Agency or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Agency's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Agency's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Agency to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

11. **Assignability and Subcontracting**

Agency shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide Staffing Services required by Agency under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

12. Insurance

a. General Requirements

Neither Agency nor Provider(s) shall commence work or be required to commence work under this Agreement unless and until all insurance required under this Agreement has been obtained and such insurance has been approved by the County, and Agency shall use diligence to obtain such insurance and to obtain such approval. Agency shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Agency and Provider coverage to include the contractual liability assumed by Agency and Provider pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

To the extent applicable, Agency shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Agency certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Agency shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Agency and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Agency's operations under this Agreement, whether such operations be by Agency, any subAgency, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000

(b) Professional Liability.....
..... \$1,000,000/\$3,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

13. Compliance With Laws

All Staffing Services to be performed by Agency pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such Staffing Services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Agency will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Agency shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Agency's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Agency shall require Providers to agree to comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Agency shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Agency's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Agency and any sub-Agency shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by Agency and sub-Agencies to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Agency certifies that no finding of discrimination has been issued in the past 365 days against Agency by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any

finding(s) of discrimination have been issued against Agency within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Agency shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Agency shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Agency that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Agency to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Agency from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Agency under this Agreement or any other agreement between Agency and County.

15. Compliance with County Employee Jury Service Ordinance

Agency shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Agency shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Agency, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Agency or that the Agency may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Agency certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Agency has no employees in San Mateo County, it is sufficient for Agency to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Agency certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Agency shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Agency acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

16. Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of patients receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 *et seq.* and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder.

For the purpose of this Agreement, and to the extent applicable, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to patients shall be protected by Agency from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Agency, Agency: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement; (ii) will promptly submit to California Department of Public Health (CDPH) and the applicable Medi-Cal plan all requests for disclosure of such information; (iii) will not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CDPH and the applicable Medi-Cal plan without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 *et seq.*, under Section 14100.2 of the Welfare and Institutions Code and regulations adopted

thereunder, or as ordered by a court or tribunal of competent jurisdiction; and (iv) will, at the expiration or termination of this Agreement, return all such information to CDPH and the applicable Medi-Cal Plan or maintain such information according to written procedures sent to health plan by CDPH and the applicable Medi-Cal plan for this purpose.

17. Retention of Records; Right to Monitor and Audit

(a) Agency shall maintain all required records relating to Staffing Services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Agency shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Agency shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Agency agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of Staffing Services performed.

18. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

19. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or

conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

20. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Janet Gard, Deputy Director
Address: 2000 Alameda de Las Pulgas, Suite 235, San Mateo, CA
94403
Telephone: 650-207-1961
Email: Jgard@smcgov.org

In the case of Agency, to:

Name/Title: Joe Schofield, Director of Accounts, Psychiatry
Address: 2655 Northwinds Parkway, Alpharetta, GA 30009
Telephone: 866-999-8396
Email: jschofield@jacksonandcoker.com

21. Electronic Signature

Both County and Agency wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

22. Payment of Permits/Licenses

Agency bears responsibility to obtain any license, permit, or approval required from any agency for Staffing Services to be performed under this Agreement at Agency's own

expense prior to commencement of said Staffing Services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

23. Prevailing Wage

When applicable, Agency hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each Agency and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Agency: JACKSON AND COKER LOCUM TENENS, LLC

DocuSigned by:
Dana Massey
570B7C9CFE5F487...

12/30/2022

Jackson & Coker LocumTenens, LLC

Contractor Signature

Date

Agency Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

EXHIBIT A – AGENCY SERVICES AND REQUIREMENTS
JACKSON AND COKER
FY 2022 -2023

In consideration of the payments set forth in Exhibit B, Agency shall provide the following Staffing Services:

A. Introduction

Agency shall assist County in obtaining independent contractor Locum Tenens Providers (Providers) who will provide locum tenens services to the Behavioral Health and Recovery Services Division (BHRS) of San Mateo County (SMC) Health.

Agency shall use its best effort to source, screen and present locum tenens consistent with the Specific Requirements and Deliverables/Reports set on this Exhibit A, below.

Locum Tenens Providers presented by Agency and approved by County, shall provide services and Administrative Requirements set forth on Exhibit A-1

B. Requirements

- I. AGENCY'S REQUIREMENTS – Agency's obligation shall include, but are not limited to the following :
 - a. Agency shall exercise due diligence in sourcing, screening and presenting its locum tenens Providers to County, as requested. Agency must be accessible during County office hours, available to answer County questions and to provide help as requested throughout the locum tenens process. It is anticipated that Jackson + Coker will use best efforts to respond to the requests for psychiatry staff by providing a list of psychiatrists within 72-120 hours of each request.
 - b. Agency must comply with BHRS Credentialing and Re-credentialing Policy and Procedure.
 - c. Agency shall require the Locum Tenens Provider who is accepted and assigned work by County to follow all County policies, procedures, and trainings, including, but not limited to, health and safety policies and procedures, and policies and procedures related to the protection of the privacy of individual health information, provided that such policies and procedures have been provided to Agency by County.

- d. To the extent that the Agency receives, generates or uses individually identifiable health information concerning San Mateo County clients served by Providers, the Agency is considered a Business Associate of the County, which is defined by the Health Insurance Portability and Accountability Act of 1996 and its Privacy Regulations.
- e. Agency shall use commercially reasonable efforts to source, screen and present independent contractor locum tenens psychiatrists
- f. Agency shall use commercially reasonable efforts to verify all applicable state license(s) and controlled substance permit(s)/certificate(s) required in the area of specialization in which the Provider will be working. Agency shall use commercially reasonable efforts to verify each Provider license (if applicable) prior to Provider working with the County.
- g. Agency shall use commercially reasonable efforts to verify Provider's Drug Enforcement Administration (DEA) Certificate, if applicable.
- h. Agency shall place a high priority on quality service by providing a professional and knowledgeable staff to provide the staffing services and shall use commercially reasonable efforts to present a large pool of qualified Providers for County to choose from.
- i. Agency shall use commercially reasonable efforts to verify Provider's Board Certification or highest level of training/education in Provider's primary practicing specialty, as applicable.
- j. Agency must provide proof of current malpractice insurance for each Provider that is placed during the duration of the Provider's assigned work with County.
- k. Agency must re-verify all required documents annually.
- l. Neither the Agency nor Provider(s) shall incur billable transportation or housing expenses with prior written approval by County.
- m. Agency shall be able to document a good accounts payable history and must have the financial capability to pay their Providers as scheduled.
- n. Agency shall have a sufficient number of staff to handle billing, accounts payable to its independent contractors, and credentialing/re-credentialing requests in a timely manner.

- o. Agency shall pay for Provider's registration, conference, travel expenses, etc. on County-approved trainings or conferences. Agency shall invoice the County for payment. Any training or conferences for which Agency will be seeking reimbursement must be approved ahead of time through Office of the Medical Director.
- p. Agency is solely responsible for payment to Providers for services Provider provides under this Agreement, invoiced and paid for by County to Agency.

II. ASSURANCE OF PROVIDER QUALIFICATIONS

Agency shall assure that any Provider referred to the County pursuant to the terms of this Agreement have the following psychiatric mental health care provider skills, experience, and capabilities:

- a. Familiarity with electronic medical records (EMR) and capable of accessing and updating necessary data and reports on the County's EMR system, upon reasonable training by the County.
- b. Familiarity with Medical Coding for such Provider's specialty.
- c. Proficient with the Medicare and Medi-Cal billing system.
- d. Review of previous psychiatric and medical records to assess prior diagnostic evaluations, treatments, and response to medications.
- e. Review of previous psychiatric and medical records to assess prior diagnostic evaluations, treatments, and response to medications.
- f. Prepare reports, case summaries and correspondence, as required.
- g. Participation with other staff in treatment planning, related meetings, and overall coordination of treatment.
- h. Coordinate care with physical health care providers
- i. Participate in the BHRS Medication Monitoring Program and other related quality assurance activities, which the County has provided to the Provider.
- j. Prepare and maintain clinical documentation in compliance with BHRS documentation standards, provided that such details have been provided to Provider(s) at site assignment.

- k. Provide education and consultation to Primary Care Providers, Substance Use providers and/or other members of the healthcare team.

III. MENTAL HEALTH CARE PROVIDER CREDENTIALING/RE-CREDENTIALING REQUIREMENTS

- a. Agency shall require that all Providers pass BHRS's credentialing standards as outlined in this Agreement and be approved prior to commencing work assignment with the County. In addition, Providers assigned to Juvenile Hall or County jails are required to pass a background check administered by the San Mateo County's Sheriff's Office prior to beginning work.

Agency shall require that all Providers possess and provide copies of the following credentials to the Agency, who will then provide to BHRS Quality Management (QM) for purposes of initial credentialing:

- (1) Photocopy of National Provider Identification
- (2) Photocopy of current provider state license with a clearly visible expiration date (no copies from website will be accepted).
- (3) Applicable California licensing Board search results.
- (4) Photocopy of current DEA license with a clearly visible expiration date for applicable providers.
- (5) Proof of professional liability coverage

Agency shall confirm that each Provider shall take out and maintain during the life of this Agreement such bodily injury liability and property damage liability shall protect him or her, while performing work covered by this Agreement, from any and all claims for property damage which may arise from Provider's operations or actions under this Agreement, whether such operations/ actions are done by themselves, any subcontractor, or anyone directly or indirectly employed by them. Such insurance shall be combined single limit bodily injury and property damage coverage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- A. Comprehensive general liability insurance... \$1,000,000
- B. Motor vehicle liability insurance..... \$0-

Jackson and Coker
Exhibit A&B FY 22-23

C. Professional liability insurance.....\$1,000,000/\$3,000,000

County as Certificate Holder

County and its officers, agents, employees, and servants shall be named as Certificate Holder on any such policies of general liability insurance. Such policies shall also contain a provision that the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto.

Tail Coverage

If Provider obtains one or more claims-made insurance policies to fulfill its obligations, Provider will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

b. As an added safety protocol, because it is essential to determine the Providers' qualification and to protect our clients and the County, BHRS will perform primary source verification through its third-party vendor for each provider credential listed above and in addition, check the following

- (1) DEA Data Files (applies to prescribers only)
- (2) National Practitioner Data Base Query Response
- (3) Photocopy of current DEA license with a clearly visible expiration date for applicable providers.
- (4) Exclusion, Debarment, and other background check to comply with the Federal Centers for Medicare and Medicaid Services

Provider shall not be on any list of excluded individuals/entities on any of the site listed below.

System for Award Management	https://www.sam.gov/SAM/
Excluded Parties List (formerly the GSA EPLS)	(Health care Providers shall NOT be on this list)

Office of the Inspector General List of Excluded Individuals/Entities (OIG LEIE)	https://exclusions.oig.hhs.gov/ (Health Provider shall NOT be on this site)
California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible List	http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp (Health Provider shall NOT be on this site)
Social Security Death Master File (SSDMF)	https://dmf.ntis.gov/ (Health Provider shall NOT be on this site)

- (5) Agency will require of Provider that all documents and certificates remain current for the duration of the locum tenens Provider's term with the County. Provider with expired licenses and liability insurance certificates will not be allowed to provide services.
- (6) Agency will provide BHRS with requested re-credentialing information for Providers assigned to work with the County for more than three years from the initial date of assignment. BHRS will review and approve Provider re-credentialing every three years in order to continue working at assigned County site.

IV. RECRUITMENT/BUY OUT - DISMISSIAL

Clauses to terminate Provider and withhold payment for failure to provide certification shall include:

- a. There shall be no advance notice requirements or penalties for terminating a Locum Tenens Provider. County shall pay Agency for all services provided by such Locum Tenens Provider prior to termination
- b. Locum Tenens Providers may be used, conditioned upon Provider's acceptance, to a recruited full time San Mateo County Behavioral Health Recovery Services position, for a fixed fee paid to Agency, detailed in Exhibit B.

V. DELIVERABLES/REPORTS

Agency shall require the Provider to provide staffing reports and prepare reports, case summaries, and correspondence as reasonably requested by County to the extent such is required of other similarly-situated health care providers providing independent contractor healthcare services.

**EXHIBIT A-1 PROVIDER SERVICES
AND ADMINISTRATIVE REQUIREMENTS**

I. DESCRIPTION OF SERVICES

A. INTRODUCTION

For the term of this Agreement as herein specified, Provider shall provide psychiatry evaluation and treatment to youth clients of the Behavioral Health and Recovery Services Division (BHRS).

B. SERVICES

Provider shall provide the following services:

1. Provider shall provide psychiatric services for children and youth. Services may include medication evaluation and treatment, diagnostic evaluations, psychotherapy, family consultation, treatment plan review, case consultation, and other duties as needed. Clinic service sites will include Canyon Oaks Youth Residential Center, Central County Mental Health, South County Mental Health, School-Based Mental Health, and other sites as assigned. Such services shall be provided in a professional and diligent manner.
2. Provider shall receive general administrative and clinical supervision from the Supervising Child Psychiatrist or designee.
3. Case documentation shall be maintained in compliance with Short-Doyle Medi-Cal standards as described in DMH Notice 94 14, the Rehabilitation option including completion of the Physician's Initial Note, Mental Health Services Medication Consent Forms, and progress and prescribing notes. Charts shall be subject to annual medication monitoring review. Documentation shall be completed in compliance with the San Mateo County BHRS San Mateo Documentation Manual, which is included in the Agreement by reference herein.
4. Service Standards
 - a. Provider will meet County expectations of outpatient clinic productivity.

- b. Provider will work cooperatively with County designees to optimize work flow, including participating in work-flow analysis, appropriate use of scheduling, division of duties, optimal use of clinic staff, and other activities as designated by County.
- c. Provider will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in Quality Improvement and Utilization Management efforts.
- d. Provider will make all reasonable efforts to schedule the provision of services in a manner that complies with the County's staffing needs.
- e. Provider will attempt to provide two (2) months' notice, but shall not provide less than two (2) weeks, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.

C. Professional Standards

Provider shall perform Provider's duties under this Agreement in accordance with the rules of ethics of the medical profession. Provider shall also perform Provider's duties under this Agreement in accordance with the appropriate standard of care for their medical profession and specialty.

D. Provision of Records for County

Provider shall furnish any and all information, records and other documents related to Provider's services hereunder which County may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by County to assess and improve the quality and efficiency of County's services. As reasonably requested, Provider shall participate in one or more of such plans and/or programs.

E.

Provider shall inform County of any other arrangements which may present a professional, financial, stark law, or any other state or federal conflict of interest or materially interfere in Provider's performance of Provider's duties under this Agreement. In the event Provider pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes (or is reasonably anticipated to interfere) with

Provider's performance under this Agreement, County may exercise its rights and privileges hereunder.

F. No Contract in County Name

Provider shall not have the right or authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County.

G. Health Order Compliance

1. Health Order Compliance Requirements

Provider shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Provider will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Provider will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program).
- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.

2. Service Delivery During Health Order Restrictions

Provider will create and implement alternate options for service delivery, such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Provider must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Provider cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Provider will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Compliance with Health Information Privacy and Accountability Act (HIPAA).

Provider must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI, that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Provider shall implement reasonable and appropriate policies and procedures to comply with the standards. Provider is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty – four (24) hours.

Provider will develop and maintain written information Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Provider's operations and the nature and scope of its activities.

Provider agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

2. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

Confidentiality Training:

Provider is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Provider may utilize the County of San Mateo BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>

Other Required Training

Provider will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. HIPAA Training
- b. Compliance Training
- c. Fraud, Waste, & Abuse Training
- d. Critical Incident Management for BHRS
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

Provider must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

B. Compliance Plan and Code of Conduct

Provider will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>.

C. Reporting of Convictions

Provider shall report any and all felony and/or misdemeanor convictions that occur during the term of this agreement within seventy-two (72) hours of the conviction. A conviction may, at the discretion of the County, result in the termination of the agreement. Each conviction will be reviewed by County to determine if it is substantially related to the services provided through the agreement prior to making a determination regarding termination of the agreement. Failure to report a conviction within seventy-two (72) hours of the conviction may, at the discretion of the County, result in termination of the agreement.

D. Qualifications

1. Provider shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California.
2. Provider shall be certified by the appropriate State recognized Board in California (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations).

E. Miscellaneous Duties and Responsibilities

Provider will cooperate with the administration of psychiatry services. Such cooperation shall include, but not limited to maintaining medical records in a timely fashion.

F. Compliance with Rules and Regulations

Provider agrees to abide by rules, regulations and guidelines of County, as the County may from time to time amend, add or delete rules, regulations or guidelines at County's sole discretion and such amendment will not affect the enforceability or terms of this Agreement.

G. Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of County Rules or Policies

Provider shall notify County upon the occurrence of any and/or all of the following:

1. Provider's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
2. A complaint or report concerning Provider's competence or conduct is made to any state medical or professional licensing agency;

3. Provider's privileges at any hospital, health care County or under any health care plan are denied, suspended, restricted or terminated (other than by Provider) or under investigation for medical disciplinary cause or reason;
4. Provider's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
5. Provider's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;
6. There is a material change in any of the information Provider has provided to County concerning Provider's professional qualification or credentials;
7. Provider must also notify the County within thirty (30) days of:
 - a. any breach of this Agreement;
 - b. any material violation of County's rules or regulations by the Provider themselves; or
 - c. if the Provider is subject to or participates in any form of activity which would be characterized as discrimination or harassment.

H. Automatic Termination

This Agreement shall be immediately terminated as follows:

1. Upon Provider's loss, restriction or suspension of Provider's professional license to practice medicine in the State of California;
2. Upon Provider's suspension or exclusion from either the Medicare or Medi-Cal Programs;
3. If the Provider violates the State Medical Practice Act;
4. If the Provider's professional practice imminently jeopardizes the safety of clients;
5. If Provider violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
6. Provider has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;

7. Provider becomes disabled so as to be unable to perform the duties required by this Agreement;
8. Provider fails to maintain professional liability insurance required by this Agreement;

**** END OF EXHIBIT A ****

EXHIBIT B – PAYMENTS AND RATES
JACKSON AND COKER FY 2022 -2023

In consideration of the Staffing Services provided by Agency described in Exhibit A and subject to the terms of the Agreement, County shall pay Agency based on the following fee schedule and terms:

A. Rates and Method of Payment

1. Maximum Obligation

In full consideration of Agency's performance of the Staffing Services described in I.B. above, County shall pay Agency a maximum obligation of ONE MILLION SEVENTY FIVE THOUSAND DOLLARS (\$1,075,000) for the agreement term.

2. Rates and fees

For the full term of the agreement, July 1, 2022 through June 30, 2023, Agency shall be paid at a rate of the price range below.

<u>Description</u>	<u>Unit of Measure</u>	<u>Rate</u>
Psychiatrist	Hourly	\$284 - \$309

Permanent placement fee, Recruitment fees, and Other Usage of a Provider.

Permanent Placement. Jackson and Coker locum tenens trial practice option allows the County to work with a locum tenens Provider prior to entering into a permanent commitment with County and Provider. Upon payment of the applicable fees set forth below, County may enter into a direct relationship with a Provider who has worked with the County or has been introduced or presented through Jackson & Coker (J&C) Locum Tenens, LLC, following completion of 90 days of locum tenens coverage by that Provider. Such recruitment fee shall be equal to (i) 20% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the Provider, or (ii) 20% of the actual salary, including incentive or other bonus paid to the Provider for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of (i) and (ii) is greater. The amount determined under clause (i) shall be payable as provided below and any additional amount required to be paid under clause (ii) will be paid promptly after the determination thereof. The above recruitment fees, which in no case shall be less than \$50,000.00, are payable for any Provider introduced to the County or the assigned County facility by J&C who:

- A. Accepts a position with the County, the assigned facility or any facility, organization or group owned or operated by or affiliated with the County or with the assigned facility, whether or not in San Mateo County, within two years of the date the Provider was introduced or presented, or if the Provider worked, two years from the last day the Provider provided services to or for the County: or
- B. Accepts a position within a 15 mile radius of the assigned facility within two years of the date the Provider was introduced or presented, or if the Provider worked, two years from the last day the Provider provided services to or for the County, if the County or the assigned facility personnel assist in obtaining the position or if the Provider obtains privileges at any facility, organization or group owned or operated by or affiliated with the County or the assigned facility.

Other usage of a Provider. If the Provider engages in locum tenens coverage or provides services for the County, any County affiliates, or with the assigned facility other than through J+C within two years of the date the Provider was introduced or presented to you, or if the Provider worked for the County, two years from the last day the Provider provided services to or for the County, then the recruitment fee is equal to 20% of the national average annual salary for the Provider's specialty, excluding incentive or other bonus, as reported by Medica Group Management Association (MGMA) for the then-current calendar year.

Recruitment Fee Payment. The recruitment fees above are due on the first day the Provider performs services for the County. The locum tenens fees based on the current rates structure will continue to accrue and remain in full effect until the date that the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. The obligations of this section will survive termination or cancellation of this Agreement. In addition, should the County elect to interview a candidate introduced to it by J+C for a permanent position, County agrees to pay expenses related to that interview.

"Affiliates" means any company or other business entity which directly or indirectly controls the County or is controlled by the County or is under joint control with the County.

B. Monthly Invoice and Payment

Invoices are to be sent to:

San Mateo County Health
Behavioral Health and Recovery Services
Attn: Contracts Unit
2000 Alameda de Las Pulgas, Suite 280
Jackson and Coker
Exhibit A&B FY 22-23

San Mateo, CA 94403

C. County Revenue Sources

County anticipates revenues from various sources to be used to fund Staffing Services provided by Agency through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.

D. Early Termination

In the event this Agreement is terminated prior to June 30, 2023, the Agency shall be paid for services provided up to the date of termination pursuant to this Agreement.

E. Inadequate Performance

Should the County or Agency finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

F. Invoice Certification

Anytime Agency submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Agency shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the invoice:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice for services complies with all terms and conditions referenced in the Agreement with San Mateo County

Executed at _____ California, on ____ 20__

Signed _____ Title _____

Agency _____"

***END OF EXHIBIT B ***