



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: February 17, 2012
BOARD MEETING DATE: March 27, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer
San Mateo Medical Center

SUBJECT: Fourth Amendment to Agreement with Jackson & Coker Locum Tenens, LLC

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute a Fourth Amendment to the Agreement with Jackson & Coker Locum Tenens, LLC to provide locum tenens services by increasing the maximum amount payable by \$370,000, to \$720,000 with no change to the term of the Agreement, from December 1, 2009 through November 30, 2012.

BACKGROUND:

Locum tenens services are medical services provided by physicians who are Board Certified in their specialty, credentialed by the Medical Staff Office of San Mateo Medical Center (SMMC) and who substitute for another physician. In December 2009 an Agreement was signed with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) to provide part-time specialty medical services coverage for the term December 1, 2009 through November 30, 2011, in an amount not to exceed \$25,000.

On February 2, 2010, the Agreement was amended to increase the maximum fiscal obligation by \$70,000 to \$95,000. This increase was needed to provide part-time dermatology coverage when the SMMC contracted dermatologist accepted a full time position in the private sector. On October 5, 2010, the Agreement was further amended to increase the maximum amount by \$255,000 to \$350,000. This increase was needed to provide orthopedic coverage when the SMMC contracted orthopedist retired. A Request for Proposals (RFP) for temporary services was published November 2010. However, the successful proposer has been unable to fulfill any staffing requests. The Agreement was therefore amended for a third time on November 15, 2011 to extend its term by one year to November 30, 2012, with no increase in funding so that the needed services could continue to be obtained through Jackson and Coker. SMMC recommends increasing the

contract maximum with Jackson and Coker to meet additional coverage needs.

DISCUSSION:

The contracted medical group that has provided SMMC with urology services for many years terminated its Agreement with short notice. This Amendment will allow for the provision of urology services until new providers can be identified and contracted with.

Physicians have been contracted with and are in place for dermatology and orthopedics. A search is currently underway for a urology provider. However, one of the major concerns that continues is the provision of 24/7 call coverage for all contracted specialties. On those days when call coverage is not assigned to an SMMC contracted physician, the coverage will be provided by physicians provided under this Agreement.

County Counsel has reviewed and approved the Amendment and Resolution as to form.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, and equal benefits.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing patients with access to non-emergency urgent care and allowing the locum tenens physicians to treat SMMC patients through Clinics and Surgery. It is anticipated that 100% of all requests submitted to Jackson and Coker for specialty physicians will be fulfilled within two weeks with qualified physicians who will meet SMMC credentialing requirements.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Provide qualified physician specialists within two weeks of request	100%	100%

FISCAL IMPACT:

The term of the Agreement is December 1, 2009 through November 30, 2012. The maximum amount of the Agreement is \$720,000. Funds in the amount of \$138,841 are included in the SMMC FY 2011-12 Adopted Budget, and \$231,250 will be included in the SMMC FY 2012-13 Recommended Budget.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not fully meet the costs of care are covered by the County General Fund contribution to SMMC, and are within the existing annual appropriation.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH JACKSON & COKER LOCUM TENENS, LLC TO PROVIDE LOCUM TENENS SERVICES BY INCREASING THE MAXIMUM AMOUNT PAYABLE BY \$370,000 TO \$720,000 WITH NO CHANGE TO THE TERM OF THE AGREEMENT, FROM DECEMBER 1, 2009 THROUGH NOVEMBER 30, 2012

WHEREAS, the County of San Mateo, has an ongoing need to treat patients with specialty medical needs at the San Mateo Medical Center (SMMC); and

WHEREAS, the County and Jackson & Coker Locum Tenens, LLC (Jackson & Coker) entered into an Agreement dated December 1, 2009 whereby Jackson & Coker provides locum tenens services to the SMMC; and

WHEREAS, the parties subsequently amended the Agreement three times, on February 2, 2010, October 5, 2010, and November 15, 2011; and

WHEREAS, both parties now wish to enter into a fourth Amendment to the Agreement to increase the maximum amount payable under the Agreement by \$370,000, to \$720,000; and

WHEREAS, this Board has been presented with a form of such Amendment to this Agreement and the Board has examined and approved it as to both form and content and desires to enter into it.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Amendment to this Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

* * * * *

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

THIS FOURTH 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 "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, 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 with Jackson Tenens Locum Tenens, LLC for locum tenens services on December 1, 2009, for a term of December 1, 2009 through November 30, 2011 for a maximum amount of \$25,000; and

WHEREAS, the Agreement was amended, effective February 2, 2010, to increase the maximum amount payable thereunder by \$70,000, from \$25,000 to 95,000; and

WHEREAS, the Agreement was amended on October 5, 2010, to increase the maximum amount payable thereunder by \$255,000, from \$95,000, to \$350,000; and

WHEREAS, the Agreement was further amended on November 15, 2011, to extend the term by one year, to November 30, 2012, without any further increase in funding.

WHEREAS, the parties wish to further amend the Agreement to increase the maximum amount payable thereunder by \$370,000, from \$350,000 to \$720,000 with no change in term.

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

1. Paragraph 3, Payments of the Agreement is hereby amended in its entirety, to read as follows: In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County

determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed SEVEN HUNDRED TWENTY THOUSAND DOLLARS, [\$720,000].

2. All other terms and conditions of the Agreement dated December 1, 2009, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Jackson & Coker Locum Tenens, LLC

Contractor's Signature

Date: _____