

**AMENDMENT NO. 2 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
JACKSON & COKER LOCUM TENENS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JACKSON & 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;

WHEREAS, the parties entered into an Agreement to provide locum tenens services on December 27, 2013, for the term of January 1, 2014 through February 28, 2014, in an amount not to exceed \$65,436; and

WHEREAS, on March 25, 2014, the parties amended the Agreement to expand the scope by adding two additional psychiatrists, extend the term by ten months to December 31, 2014 and increase the amount by \$734,564 to an amount not to exceed \$800,000; and

WHEREAS, on the parties wish to further amend the Agreement to extend the term by two years to December 31, 2016 and increase the amount by \$800,000 to an amount not to exceed \$1,600,000; and

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

1. Paragraph 2, Contract Term, of the agreement is amended, in its entirety, to read as follows:

Contract Term. The term of this Agreement shall be from January 1, 2014 through December 31, 2016, unless terminated earlier by the County.

2. Paragraph 3, Payments, of the Agreement is amended, in its entirety, to read as follows:

Payments. In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or

attachment(s) attached hereto. 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. 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 total payment for services under this Agreement exceed ONE MILLION, SIX HUNDRED THOUSAND DOLLARS (\$1,600,000).

3. Section 2, Amount and Method of Payment, Paragraph D, of Exhibit A is amended to read as follows:

The term of this Agreement is January 1, 2014 through December 31, 2016. Maximum payment for services rendered under this Agreement will not exceed \$1,600,000. Invoices will be approved by Deputy Director of Psychiatric Services and paid within 30 days of receipt of accurately completed invoice.

4. **All other terms and conditions of the Agreement dated December 27, 2013 as amended, 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

Randy Weikle  
Vice President, Government Healthcare

Date: 11/4/14

Jackson & Coker  
3000 Old Alabama Rd  
Suite 119-608  
Alpharetta, GA 30022-8555

**Exhibit A (rev. 1-27-15)**

**Agreement between the County of San Mateo and Jackson & Coker Locum Tenens, LLC**

**1. Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

**General Provisions**

When County of San Mateo, San Mateo Health System (County) and Jackson & Coker Locum Tenens, LLC (Contractor) complete and sign a Client Agreement and Coverage Request, County is engaging Contractor to provide a locum tenens psychiatrist, Dr. Terry Osback (Provider), according to the specific terms stated in the Coverage Request.

**Contractor Duties**

To assist County in obtaining a qualified Provider, Contractor will:

- A. Use best efforts to screen and present Providers acceptable to County.
- B. Reimburse the Provider(s) for his/her fee(s).
- C. Pay for malpractice insurance coverage through Contractor insurance carrier for any and all Provider(s) placed by Contractor with County. This insurance is in excess of any other value and collectible insurance maintained by Provider and County.
- D. Verify and obtain Provider licensure, as necessary.
- E. Allow County to retain income generated by any locum tenens Provider(s) placed by Contractor.
- F. Provide the Provider the cost of roundtrip transportation to and from the County's community, reasonable and acceptable living accommodations outside of the County's worksite facility, and local transportation within the County's community, when necessary.
- G. Pay for any medical staff application and medical staff membership fees for any Provider.

**County's Duties**

To enable Contractor to attract qualified Providers to County facility, County will:

- A. Use independent judgment as to a Provider's qualifications, credentials and background. County acknowledges that the ultimate decision as to a Provider's qualifications belongs to County.
- B. Have 5 days to review, sign, and return provider's time card or to dispute any invoices generated from the time card. After 5 days, it is assumed that the time care is accurate.
- C. Inform Contractor within forty-eight (48) hours if any Provider presented by Contractor is already known to County. Otherwise, the Provider will be conclusively presumed to have been introduced by Contractor. County agrees to submit proof of a prior relationship or introduction upon request by Contractor.
- D. Provide the Provider, according to the required specialty, with a reasonable work schedule,

reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Provider(s) to perform his/her service.

- E. Assist the Provider in obtaining hospital privileges as applicable.
- F. Comply with American Medical Association, the Joint Commission, federal, state and local standards relating to patient care and related activities, and provide orientation to the work environment.
- G. Participate in Contractors customer service/risk management activities by reporting immediately to Vice President of Customer Service/Risk Management and to Medical Director, any incident which may lead to a malpractice claim or disciplinary actions taken against any Provider which Contractor has provided to County facility.
- H. Not discriminate on the basis of color, sex, race, creed, religion or economic status.
- I. Verify identity of provider as he/she reports for assignment.

#### Subsequent Placement, Recruitment or Other Usage of a Candidate

Contractors locum tenens trial practice option will allow County to work with a Provider before a permanent commitment to the Provider is made. County may wish to enter into a direct relationship with a Provider who has worked with County or has been introduced or presented through Contractor. County agrees to pay Contractor a recruitment fee in the amount of \$28,000 for any Provider introduced to County by Contractor who:

- A. Accepts a position with any facility, organization or group owned, operated or affiliated with County, whether or not in County's actual community, within one (1) year of the date the Provider was introduced or presented, or if the Provider worked one year from the last day the provider last provided services; or
- B. Engages in locum tenens coverage for County or County affiliate, except through Contractor, within one year of the date the Provider was introduced or presented, or if the Provider worked one year from the last day the Provider last provided services.

#### Independent Contractors

As highly trained professionals, the Provider placed by Contractor will perform professional services as an independent contractor(s). The Provider is not an employee of Contractor for any purpose. Contractor is interested in the final result of arranging coverage and not in making specific health care decisions. Because the Provider is not an employee of Contractor or County, neither Contractor or County provide employee social security payments, workers' compensation insurance, unemployment insurance, general liability insurance, or health insurance for the Provider(s).

SMMC retains professional and administrative responsibility for the services rendered; however, in no circumstance shall SMMC be liable for the acts or omissions of Contractor, and Contractor is bound in full by the indemnification language of the Agreement.

## **2. Amount and Method of Payment**

Agreement No. \_\_\_\_\_

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

A.	Contractor will be paid at a fixed rate of \$213 per hour for all hours worked.
B.	An \$18.00 daily administrative fee will be applied to each day the locum tenens provider works.
C.	Fees will be paid monthly based on a "time card" approved by the SMMC Chief Executive Officer, Chief Medical Officer, Deputy Director of Psychiatric Services or designee.
D.	The term of this Agreement is January 1, 2014 through December 31, 2016. Maximum payment for services rendered under this Agreement will not exceed \$1,600,000. Invoices will be approved by Deputy Director of Psychiatric Services and paid within 30 days of receipt of accurately completed invoice.