



**JACKSON  
& COKER**

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

www.jacksoncoker.com  
phone 800.272.2707  
fax 800.936.4562

**CLIENT AGREEMENT ADDENDUM**

This Client Agreement Addendum dated 2/14/14 between Jackson & Coker Locum Tenens, LLC and El Dorado County Mental Health Division is hereby amended as follows:

- The maximum contractual obligation for the term of this Agreement is \$282,000.00.
- Delete paragraph 3.4 and add the same language from paragraph 3.4 as a new paragraph 2.7 under section 2.0 J&C DUTIES. J&C pays the costs of round-trip and local transportation and lodging for the Locum Tenens Psychiatrists.
- Change the numbering for paragraphs 3.5 – 3.9 to 3.4 – 3.8, due to deleting paragraph 3.4.
- Delete paragraph 4.2. The \$15,000.00 deposit is **WAIVED**.
- Delete paragraph 4.3. The administrative service fee of \$34.00 per day is **WAIVED**.
- In the first sentence of paragraph 4.4, delete the following language:  

“, regardless of whether services are actually provided on these days (except with prior approval of J&C and the Contractor)”
- In the second sentence of paragraph 4.6, delete “thirty (30)” and replace it with “forty-five (45)”.
- Replace the language in paragraph 6.0 with the following language:  

“If any Provider enters into an employment agreement with Client, as a result of Jackson & Coker’s referral, then Client will pay to Jackson & Coker an employment agreement fee of \$40,000. The employment agreement fee is due and payable when the Provider starts medical duties with Client as an employee.”
- Delete paragraphs 6.1, 6.2, and 6.3
- In paragraph 6.4, delete the entire first sentence and change “recruitment fee” to “employment agreement fee” in each instance.
- Change paragraph 9.1 to read as follows: “The term of this Client Agreement begins 9/6/2013 through 9/5/2016.”



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- **Administrator:** The County Officer or employee with responsibility for administering this Agreement is Patricia Charles-Heathers, Ph.D., Assistant Director of Health Services, or successor.
  
- **Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:
  - A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
  
  - B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
  
  - C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
  
  - D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
  
  - E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
  
  - F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
  
  - G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
  
  - H. The certificate of insurance must include the following provisions stating that:
    - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  
    - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
  
  - I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the



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County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

This Client Agreement Addendum shall be governed by the laws of the State of Georgia.

The effective date of this Client Agreement Addendum is 2/14, 2014

CLIENT: **El Dorado County Mental Health Division**

**Jackson & Coker Locum Tenens, LLC**

CITY/STATE: Placerville, CA

CITY/STATE: Alpharetta, GA

BY: *Norma Santiago*  
Norma Santiago, Chair

BY: *Randy Weikle*

TITLE: Board of Supervisors

TITLE: Randy Weikle  
Vice President, Government Healthcare

DATE: 3/11/14

DATE: 2/14/14

ATTEST: James S. Mitrising  
Clerk of the Board of Supervisors

By *Marcie MacFarland*  
Marcie MacFarland, Deputy Clerk