



RESOLUTION No. 17-171

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL PERSONAL SERVICES CONTRACT WITH JACKSON & COKER LOCUM TENENS, LLC

WHEREAS, the recruitment of psychiatrists to the County has been challenging due to national and statewide shortages in the field, increasing demand for psychiatric services, and competition with the private sector; and

WHEREAS, to ensure an appropriate level of psychiatric staffing and continuation of timely client psychiatric services, Behavioral Health desires to renew the Agreement with Jackson & Coker Locum Tenens, LLC, to provide temporary psychiatric staffing coverage, as needed, during the term of the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract by and between the County and Jackson and Coker Locum Tenens, LLC pertaining to temporary psychiatric staffing for the County's Behavioral Health Department for the contract term of April 25, 2017 through June 30, 2018, in the maximum amount of \$80,000 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40110-493-8301/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of April, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

4/25/2017 cc: BH*
AC* (Hold)

4/28/2017 cc: BH*
AC* (Release)
J&CLT, LLC.

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Jackson & Coker Locum Tenens, LLC

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Provision of Psychiatry Locum Tenens coverage.**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$80,000.00
- (§3) **Contract Beginning Date:** 04/25/2017 **Contract Termination Date:** 06/30/2018
- (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability	<u>X</u>	<u> </u>
	(\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy <u> </u>		
(§8)	Workers' Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

- (§14) All licenses as may be required to perform professional services contemplated under this contract

NOTICE & IDENTIFICATION

(§33) Contractor: Jackson & Coker Locum Tenens, LLC 3000 Old Alabama Rd. Suite 119-608 Alpharetta, GA 30022 Contact Person: Joe Schofield, Director Psychiatry Phone: (866) 999-8396 E-mail: jschofield@jacksonandcoker.com	County of Nevada: 950 Maidu Avenue Nevada City, California 95959 Contact Person: Rebecca Slade Phone: (530) 470-2784 E-mail: Rebecca.Slade@co.nevada.ca.us
Funding: 1589-40110-493-8301/521520	CFDA No.: <u>N/A</u> CFDA Agreement No.: <u>N/A</u>

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.	<u>X</u> Other	<u>X</u> LLC	<u> </u> Non-profit
Partnership:	<u> </u> Calif.	<u> </u> Other	<u> </u> LLP	<u> </u> Limited
Person:	<u> </u> Indiv.	<u> </u> Dba	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if

Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such



compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:



Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.



c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non-Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notices" §32 of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:



Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Dana Maney
Jackson & Coker Locum Tenens, LLC
Authorized Representative

Dated: 3/23/17

COUNTY OF NEVADA:

Hank Weston
Hank Weston
Chair, Board of Supervisors

Dated: 4/25/2017

Attest: *Julie Patterson-Hunter*
Julie Patterson-Hunter
Clerk of the Board of Supervisors

DM

EXHIBIT "A"
SCHEDULE OF SERVICES
JACKSON & COKER LOCUM TENENS, LLC

Jackson & Coker Locum Tenens, LLC (J&C), hereinafter referred to as "CONTRACTOR" or "J&C", shall provide Locum Tenens Services for the Nevada County Department of Behavioral Health, hereinafter referred to as "COUNTY" or "CLIENT".

1.0 OVERVIEW

This Schedule of Services provides the terms and conditions regarding the provision to COUNTY of locum tenens healthcare providers (each, a "Contractor"). The types of Contractors J&C will make available to COUNTY will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement. Contractors shall be requested, identified, accepted and scheduled in accordance with J&C's applicable policies and procedures which J&C will make available to COUNTY.

2.0 CONTRACTOR (J&C) DUTIES

To assist COUNTY in obtaining qualified Contractors, J&C will:

- 2.1 Source, screen and present potential Contractors as appropriate;
- 2.2 Use their best efforts to present Contractors acceptable to COUNTY;
- 2.3 Provide for payment to the Contractor(s) for his/her fee(s);
- 2.4 Verify or assist in obtaining Contractor licensure, as necessary;
- 2.5 Allow COUNTY or assigned facility to retain patient revenue generated by any Contractor(s) placed by J&C.
- 2.6 Supply the Contractor the cost of transportation to and from the assigned facility's community (to also include any luggage surcharges), reasonable and acceptable living accommodations outside of the assigned facility, local transportation within the community (rental car or, if a personal vehicle is used, payment based on mileage at the rate allowed by the Internal Revenue Service, and the cost of gasoline used both for local and round trips).

3.0 COUNTY (CLIENT) DUTIES

To enable J&C to attract qualified Contractors to COUNTY'S facility, COUNTY or assigned facility will:

- 3.1 Use independent judgment as to a Contractor's qualifications, credentials and background. COUNTY acknowledges that the ultimate decision as to a Contractor's qualifications belongs to COUNTY;
- 3.2 Inform J&C within forty-eight (48) business hours if any Contractor presented by J&C is already known to COUNTY. Otherwise, the Contractor will be conclusively presumed to have been introduced by J&C. COUNTY agrees to submit proof of a prior relationship or introduction upon request by J&C.
- 3.3 Supply the Contractor, according to the required specialty, 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 Contractor(s) to perform his/her services;
- 3.4 Use best efforts to promptly obtain hospital privileges for Contractors, when applicable, and pay any and all costs required for Contractor to be credentialed at the assigned facility and to become a member of COUNTY'S or assigned facility medical staff, including, but not limited to,

costs of medical tests, drug screens, compliance with OSHA requirements and the like. J&C will reasonably assist COUNTY with the privilege process, if requested, at COUNTY'S sole cost and expense;

3.5 Pay all fees associated with any patient compensation fund as applicable by state;

3.6 Pay or reimburse J&C for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to J&C under this Client Agreement. COUNTY further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as Independent contractors;

3.7 Participate in J&C customer service/risk management activities by reporting, in writing, immediately to J&C any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor.

3.8 COUNTY agrees that it or its assigned facility, will verify at COUNTY'S facility the identity of any and all physicians presented by Jackson & Coker Locum Tenens.

4.0 CANCELLATION OF COVERAGE

J&C expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet CLIENT's staffing needs. The Contractor placed by J&C must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to COUNTY's cancellation of services:

4.1 COUNTY may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on COUNTY's reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor; or (b) at any time and for any reason, provided that J&C receives from COUNTY at least 30 days prior written notice. If COUNTY requests that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by J&C prior to the Contractor's removal and such documentation must be reasonably satisfactory to J&C. In the event of a removal or cancellation under (a) or (b) above, COUNTY agrees to pay J&C (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by J&C or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from COUNTY to the Contractor.

4.2 In the event that COUNTY requests that a Contractor that has been scheduled to provide services to or for COUNTY (whether or not actually placed in COUNTY's facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, COUNTY agrees to pay J&C (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. COUNTY also agrees to reimburse J&C for any fees and/or charges incurred by J&C that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits plus all other non-cancellable amounts which COUNTY would have been required to pay or reimburse J&C for/through the remaining term of the locum tenens period requested by COUNTY (such as non-cancellable rental or lease costs).

4.3 J&C will not, in any event, remove a Contractor from or cancel an assignment for illegal reasons.

5.0 SUBSEQUENT PLACEMENT, RECRUITMENT OR OTHER USAGE OF A CANDIDATE

J&C's locum tenens trial practice option allows COUNTY to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the amount set forth below, COUNTY may enter into a direct relationship with a Contractor who has worked with COUNTY or has been introduced or presented through J&C, following completion of 60 days locum tenens coverage by that Contractor. The recruitment fee is \$45,000.00 for a physician and \$35,000.00 for an advanced practitioner. The recruitment fee is payable for any Contractor introduced to COUNTY or the assigned facility by J&C who:

5.1 Accepts a position with COUNTY or with the facility where the Contractor was assigned or any facility, organization or group owned or operated by, or affiliated with COUNTY or with the assigned facility, whether or not in County's or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for COUNTY; or

5.2 Accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for COUNTY, if COUNTY or the assigned facility personnel assist in obtaining the position or if the Contractor has privileges at any facility, organization or group owned or operated by or affiliated with COUNTY or with the assigned facility. It is understood and agreed by the Parties that this provision only has effect in the event that during the time periods set forth immediately above, COUNTY actively assists the Contractor in obtaining a position within a 15-mile radius of COUNTY's facility where Contractor was introduced, presented, or provided services, and not the result of Contractor independently obtaining a position at a non-client facility; or

5.3 Accepts a position within a 15 mile radius of the owned or operated by or affiliated facility where the Contractor provided services within two years of the date the Contractor was introduced or presented and COUNTY or the assigned facility personnel assisted the Contractor in obtaining the position.

5.4 Engages in locum tenens coverage for COUNTY or any of your affiliates or with the assigned facility, except through J&C, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for COUNTY. COUNTY shall not be liable under this provision unless and until COUNTY receives actual notice of Contractor providing services to COUNTY or its affiliates or the assigned facility through a locum tenens provider other than J&C and COUNTY consents to Contractor's continued provision of services to COUNTY through the other locum tenens provider.

5.5 The recruitment fee is due on the first day the Contractor performs any of the services listed above. Pending J&C's receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Client Agreement and whether or not either party is in breach of any term of this Client Agreement. In addition, should COUNTY elect to interview a candidate introduced to COUNTY by J&C for a permanent position, COUNTY agrees to pay expenses related to that interview.

6.0 STATUS OF CONTRACTORS

Contractors are independent contractors of J&C and/or any one of its affiliates (including Jackson & Coker Medical, LLC). Contractors are not employees, agents or subcontractors of J&C. Because Contractors are independent contractors, neither J&C, nor COUNTY will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

7.0 STANDARDS OF SERVICE

J&C is committed to customer satisfaction. COUNTY agrees to assist J&C in this process by providing J&C with meaningful feedback by (1) including locum tenens Contractors placed through J&C in the ongoing quality assurance/risk management programs of COUNTY's facility, (2) providing necessary materials and reports on the performance of Contractors to J&C's customer service/risk management team, medical director and legal counsel, and (3) advising J&C within 48 business hours of COUNTY's notification of any incident or claim involving a Contractor placed through J&C so that J&C may assist in its resolution.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
JACKSON & COKER LOCUM TENENS, LLC

The maximum amount payable under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000) for the contract term.

1.0 FEES

1.1 COUNTY agrees to pay J&C the specific fees for each Contractor as required on the applicable Contractor Addendum, as set forth on the attached "Coverage Request Addendum to Client Agreement," attached hereto and incorporated herein to this Exhibit "B" referred to as "Contractor Addendum" in this Agreement. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, COUNTY agrees that: (a) it is COUNTY's responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and, (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of COUNTY's responsibility to pay all fees to J&C as required.

1.2 Immediately upon COUNTY's acceptance of a Contractor, COUNTY agrees to pay J&C a deposit in the amount of \$15,000.00. Upon J&C's receipt of COUNTY's written request, COUNTY may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for COUNTY's account relating to that Contractor. In addition, provided that all amounts owed to J&C are paid in full, upon termination of this Agreement, J&C will refund the remaining balance of the deposit relating to that Contractor to COUNTY.

1.3 COUNTY agrees to pay J&C an administrative service fee in the amount of \$45.00 for each calendar day during which a Contractor delivers services through patient contact or call availability.

1.4 COUNTY is responsible for verifying and signing Contractor's Service Record on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed service record indicates COUNTY's agreement that Contractor has properly provided Services for the stated hours and that COUNTY will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. If COUNTY has a question concerning the Contractor's Service Record, COUNTY shall notify J&C within three (3) business days of COUNTY's receipt of the Service Record in question from the Contractor. After three (3) business days, any and all Service Records(s) will be deemed accurate and valid, and J&C will be entitled to payment of service fees for the time reflected on that Service Record in accordance with the terms hereof.

1.5 Payment for each Service Record period is due immediately upon receipt of an invoice. All payments more than thirty (30) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later.

BILLING AND PAYMENT:

CONTRACTOR (J&C) shall submit monthly invoices for services to:
Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945



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

www.jacksoncoker.com
phone 800.272.2707
fax 800.936.4562

COVERAGE REQUEST

Addendum to Client Agreement

Client Name: Nevada County Behavioral Health Department

OrderID: 193483

Client Contact: Ms. Leeann Whitaker

J&C Client Consultant: Joseph Schofield

Malpractice Insurance Provided By: J & C

Dates of Coverage: 4/25/2017 to 6/30/2018

Specialty: PSYCHIATRY

Weekday Rate: Hourly Rate Range: \$209.00 - \$259.00 per hour based on Provider compensation requirements.
Jackson & Coker pays for travel and lodging costs.

Overtime: \$313.50 - \$388.50 per hour for hours worked over 8 hours per day or 40 hours per week.

Night Call: \$313.50 - \$388.50 per night. After regularly scheduled shift M-F. Overtime applies for time worked while on-call.

Weekend Call: \$836.00 - \$1,036.00 per day. A weekend day is equal to 24 hours. No proration for partial days.
Overtime applies for time worked while on-call.

Admin Fee: \$45.00 per day. Worked and/or on-call.

Unless otherwise stated above, rates do not apply to in-house call coverage or to holidays when a Contractor is not scheduled to work or to take call.

This Addendum is made part of the Client Agreement dated: 4/25/2017

Jackson & Coker LocumTenens, LLC
Authorized Representative:

Client: Nevada County Behavioral Health Department
500 Crown Point Circle Ste 120
Grass Valley CA 95945

Signature: *Dana Murray*
Date: 3/23/17

Client Signature: *Hank Weston*
Date: 4/25/2017

EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

Where this Exhibit "C" revises any section in the Personal Services Contract, such revisions shall govern and are hereby incorporated:

1. Section 11 - Indemnity is deleted in its entirety and the following is substituted in its place and stead:

"11. Mutual Indemnification:

CONTRACTOR (J&C) shall defend, indemnify, and hold harmless COUNTY (CLIENT), its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by the negligent act, willful misconduct, or error or omission by CONTRACTOR in connection with CONTRACTOR's performance, of this Client Agreement.

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by the negligent act, willful misconduct, or error or omission by COUNTY in connection with its performance, of this Client Agreement or the provision of medical or health care services by COUNTY or the assigned facility."

2. Section 26, Financial, Statistical and Contract-Related Records, Paragraph b, is deleted and the following is substituted in its place and stead:

"b. INSPECTION: Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, CONTRACTOR shall make all of its books and records directly related to CONTRACTOR's provision of services pursuant to the Contract, available for inspection, examination or copying, to COUNTY, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives."

3. Section 29 – Entire Agreement, the following two (2) paragraphs are added:

"The failure of either party to exercise any of its rights under this Contract shall not be deemed to be a waiver of such rights.

This Contract/Client Agreement does not create any rights in any person, other than CONTRACTOR/J&C and COUNTY/Client.”

4. Section 32 - Confidentiality, second paragraph is deleted and the following is substituted in its place and stead:

“Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) per 45 CFR §160.103.

- 4.1 Section 32 - Confidentiality, the following paragraph is added:

“The terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors/Providers provided by CONTRACTOR (J&C), and any other information of J&C which J&C deems to be proprietary, are confidential and are provided for COUNTY’s (CLIENT’s) internal use only in connection with COUNTY’s performance of this Contract (Client Agreement). Except as otherwise required by law, COUNTY agrees to not disclose, or discuss, any such information with any third party (including any Contractor/Provider) without CONTRACTOR’s express written consent.”

APPROVED AS TO FORM:



County Counsel