



RESOLUTION No. 23-566

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 WITH JACKSON & COKER LOCUM TENENS, LLC SERVICES INCLUDING PSYCHIATRY LOCUM TENENS COVERAGE TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$50,000 TO \$250,000 (AN INCREASE OF \$200,000), REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE CONTRACT TERM OF MARCH 15, 2023 THROUGH JUNE 30, 2024 AND TO AMEND THE FISCAL YEAR 2023/24 BEHAVIORAL HEALTH BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED) (PESQ4670)

WHEREAS, on April 12, 2023 per Purchase Order No. PESQ4670, the Nevada County Purchasing Agent authorized the execution of Professional Services Contract with Jackson & Coker Locum Tenens, LLC to provide Psychiatry Locum Tenens coverage; and

WHEREAS, due to significant use of psychiatrist services, the parties desire to amend their Agreement to increase the contract price from \$50,000 to \$250,000 (an increase of \$200,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to that contract by and between the County and Jackson & Coker Locum Tenens, LLC, with a contract term of March 15, 2023 through June 30, 2024 in the maximum amount of \$250,000, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada and authorizes and directs the Auditor-Controller to amend Behavioral Health's budget as follows:

Fiscal Year 2023/24

Revenue: 1589-40110-493-8301 / 446250 \$200,000

Expenditure: 1589-40110-493-8301 / 521520 \$200,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 5th day of December, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: *for*

Heidi Hall, Deputy COB

Edward C. Scofield
Edward C. Scofield, Chair

**AMENDMENT NO. 1 TO THE CONTRACT WITH
JACKSON & COKER LOCUM TENENS, LLC (PESQ4670)**

THIS AMENDMENT is executed this December 5, 2023 by and between JACKSON & COKER LOCUM TENENS, LLC, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County." Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on April 12, 2023 per Purchase Order No. PESQ4670; and

WHEREAS, the Contractor operates Psychiatry Locum Tenens coverage; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$50,000 to \$250,000 (an increase of \$200,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of September 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:
\$250,000.
3. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: Edward C. Scofield
Edward Scofield
Chair of the Board of Supervisors

ATTEST:

By: Julie Patterson-Hunter
Julie Patterson-Hunter
Clerk of the Board

CONTRACTOR:

By: Timothy Fischer
Jackson & Coker Locum Tenens, LLC
2655 Northwinds Parkway
Alpharetta, GA 30009

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 "Provider"). The types of Providers 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 "Provider Addendum"). The Provider Addenda shall also describe the fee structure applicable for such Providers in addition to other terms regarding such Providers and shall be a part of this Client Agreement. Providers 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 Providers, J&C will:

- 2.1** Source, screen and present potential Providers as appropriate;
- 2.2** Use their best efforts to present Providers acceptable to COUNTY;
- 2.3** Provide for payment to the Provider(s) for his/her fee(s);
- 2.4** Verify or assist in obtaining Provider licensure, as necessary;
- 2.5** Allow COUNTY or assigned facility to retain patient revenue generated by any Provider(s) placed by J&C.
- 2.6** Supply the Provider 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 Providers to COUNTY'S facility, COUNTY or assigned facility will:

- 3.1** 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;
- 3.2** Inform J&C within forty-eight (48) business hours if any Provider presented by J&C is already known to COUNTY. Otherwise, the Provider 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 Provider, 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 Provider(s) to perform his/her services;
- 3.4** Use best efforts to promptly obtain hospital privileges for Providers, when applicable, and pay any and all costs required for Provider 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 Providers 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 Provider.

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 Providers, arranging for coverage, arranging for transportation, and otherwise arranging to meet CLIENT's staffing needs. The Provider 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 Provider 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 Provider; 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 Provider 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 Provider'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 Provider 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 Provider 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 Provider.

4.2 In the event that COUNTY requests that a Provider 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 Provider 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 Provider 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 Provider who has worked with COUNTY or has been introduced or presented through J&C, following completion of 60 days locum tenens coverage by that Provider. 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 Provider introduced to COUNTY or the assigned facility by J&C who:

5.1 Accepts a position with COUNTY or with the facility where the Provider 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 Provider was introduced or presented, or if the Provider worked, two years from the last day the Provider last provided services to or for COUNTY; or

5.2 Accepts a position within a 15 mile radius of the facility where the Provider provided services 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 last provided services to or for COUNTY, if COUNTY or the assigned facility personnel assist in obtaining the position or if the Provider 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 Provider in obtaining a position within a 15-mile radius of COUNTY's facility where Provider was introduced, presented, or provided services, and not the result of Provider 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 Provider provided services within two years of the date the Provider was introduced or presented, and COUNTY or the assigned facility personnel assisted the Provider 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 Provider was introduced or presented, or if the Provider worked, two years from the last day the Provider last provided services to or for COUNTY. COUNTY shall not be liable under this provision unless and until COUNTY receives actual notice of Provider providing services to COUNTY or its affiliates or the assigned facility through a locum tenens provider other than J&C and COUNTY consents to Provider'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 Provider 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 PROVIDERS

Providers are independent contractors of J&C and/or any one of its affiliates (including Jackson & Coker Medical, LLC). Providers are not employees, agents or subcontractors of J&C. Because Providers 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 Provider.

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 Providers 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 Providers 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 Provider 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 Two Hundred Fifty Thousand Dollars (\$250,000) for the contract term.

1.0 FEES

1.1 COUNTY agrees to pay J&C the specific fees for each Provider as required on the applicable Provider Addendum, as set forth on the attached "Client Agreement Addendum," attached hereto and incorporated herein to this Exhibit "B" referred to as "Provider Addendum" in this Agreement. Such fees are due and payable regardless of the number of cases or modalities performed by the Provider. Additionally, COUNTY agrees that: (a) it is COUNTY's responsibility to ensure all patient charts are completed by the Provider prior to the Provider'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 Provider, 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 Provider against payment of the last two invoices for COUNTY's account relating to that Provider. 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 Provider 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 Provider delivers services through patient contact or call availability.

1.4 COUNTY is responsible for verifying and signing Provider'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 Provider has properly provided Services for the stated hours and that COUNTY will remit payment pursuant to the applicable Provider Addendum and other applicable provisions of this Client Agreement. If COUNTY has a question concerning the Provider'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 Provider. 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:

Via mail:

HHSA Administration

Attn: BH Fiscal

950 Maidu Avenue

Nevada City, CA 95959

Or

Via Email:

BH.Fiscal@co.nevada.ca.us

CC: Contract Manager (refer to Notification section)