

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services *Donno*

BOARD AGENDA # \*B-3

Urgent

Routine

AGENDA DATE October 19, 2010

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of Agreements for Temporary Physician Services and Amendment to Agreement for Mental Health Services for Fiscal Year 2010-2011

STAFF RECOMMENDATIONS:

1. Approve the agreements for temporary physician services and an amendment to the agreement for mental health services through the end of the Fiscal Year 2010-2011 included in this agenda item.
2. Authorize the Behavioral Health Director, or her designee, to sign the agreements and the amendment included in this agenda item.
3. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to the agreements included in this agenda item, to add services and payment for services up to \$75,000, budget permitting, throughout Fiscal Year June 30, 2011.

FISCAL IMPACT:

Behavioral Health and Recovery Services' Fiscal Year 2010-2011 Adopted Final Budget includes funding in the amount of \$982,117 for these agreements and amendment. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-646

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

*Elizabeth A. King*  
ELIZABETH A. KING, Assistant Clerk

File No.

Approval of Agreements for Temporary Physician Services and Amendment to Agreement for Mental Health Services for Fiscal Year 2010-2011

Page 2

**DISCUSSION:**

Behavioral Health and Recovery Services contracts with numerous individuals and agencies to provide mental health services to Stanislaus County residents. In most cases, individuals and agencies are selected through a competitive process, which takes into account specific expertise, as well as cost efficiency. Agreements are renewed based on a demonstrated ability to deliver required outcomes effectively, along with availability of funding. While a number of agencies have successful, long term partnering relationships with Behavioral Health and Recovery Services, all major provider agreements continue to be reviewed and, consistent with Board of Supervisors' direction, competitive bids will be sought periodically.

Behavioral Health and Recovery Services experiences occasional funding opportunities and unanticipated increases in the utilization of services throughout the year. On many occasions, this additional funding is time sensitive; hence, the department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$75,000 to the agreements included in this agenda item, budget permitting, without further action by the Board of Supervisors, throughout Fiscal Year 2010-2011.

As required by the Board of Supervisors on January 25, 2006, the following table includes a cumulative value of prior contracts with these vendors for the period beginning July 1, 2003 through June 30, 2011.

Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Managed Care Services	CHG Companies, Inc. (dba CompHealth)	Temporary Physician Services	\$0.00 (07/01/09-06/30/10)	\$219,000 (10/20/10-06/30/11)	\$219,000
Managed Care Services	Jackson and Coker Locum Tenens, LLC.	Temporary Physician Services	\$0.00 (07/01/09-06/30/10)	\$282,600 (10/20/10-06/30/11)	\$282,600
Managed Care Services	JPE Healthcare Staffing, Inc.	Temporary Physician Services	\$0.00 (07/01/09-06/30/10)	\$259,200 (10/20/10-06/30/11)	\$259,200
Mental Health	Aspiranet (dba Moss Beach Homes, Inc.)	Outpatient & Therapeutic Behavioral Services	\$9,445,763 (07/01/03 - 6/30/11)	\$221,317 (11/1/10 - 6/30/11)	\$9,667,080

**POLICY ISSUE:**

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with community providers to deliver the needed services at an appropriate level of care in a cost effective manner.

**STAFFING IMPACT:**

There is no staffing impact associated with the approval of this agenda item.

**CONTACT PERSON:**

Linda Downs, Assistant Director for Administrative Services. Telephone 525-6225.



**BEHAVIORAL HEALTH AND RECOVERY SERVICES**  
A MENTAL HEALTH, ALCOHOL AND DRUG SERVICE ORGANIZATION

BOARD OF SUPERVISORS

**DENISE C. HUNT, RN, MFT**  
Behavioral Health Director

2010 OCT 29 A 11: 53

**CONTRACT SERVICES**  
800 Scenic Drive, Modesto, California 95350  
Phone: 209.525.6020 Fax: 209.525.7420

**DATE:** October 28, 2010

**MEMO TO:** Suzi Seibert  
Stanislaus County Board of Supervisors

**FROM:** *NP* Nancy Paulding  
Behavioral Health and Recovery Services

**RE:** Board Agenda # B-3

Agenda Date: 10/19/10

Board Action # 2010-646

The Amendment to the Agreement between Behavioral Health and Recovery Services and Aspiranet, dba Moss Beach Homes, Inc., for FY 2010-11, approved by the BOS on October 19, 2010, is enclosed for your records.

If you have any questions, please call me at 525-6281.

Thank you.

Enclosure

**FIRST AMENDMENT TO PROVIDER AGREEMENT**  
BOARD OF SUPERVISORS **ASPIRANET**  
**THERAPEUTIC BEHAVIORAL SERVICES AND OUTPATIENT SERVICES**  
2010 DEC 10 P 12:02

This Amendment is made and entered into on November 1, 2010, in the City of Modesto, State of California, by and between the COUNTY of Stanislaus, Behavioral Health and Recovery Services (COUNTY), and Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation, (CONTRACTOR), for and in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement on July 1, 2010, for CONTRACTOR to provide Therapeutic Behavioral Services (TBS) to appropriate COUNTY referrals and Outpatient (OP) Services to COUNTY children, adolescents and their families;

WHEREAS, COUNTY is mandated by the State of California to provide Therapeutic Behavioral Services to eligible clients; and

WHEREAS, CONTRACTOR has experienced an increase in the number of Therapeutic Behavioral Services provided to appropriate COUNTY referrals than were anticipated in this agreement.

NOW, THEREFORE, effective November 1, 2010, the Agreement between the parties which was entered into on July 1, 2010, is amended to add an additional 2,075 hours of Therapeutic Behavioral Services for an additional \$221,317. The maximum cost for operating the Therapeutic Behavioral Services program is increased from \$712,588 to \$933,905 and the maximum hours are increased from 6,680 to 8,755. The maximum costs associated with operating the Outpatient Program shall remain at an amount not to exceed \$795,308. The maximum combined amount for all services provided under this agreement is increased from \$1,507,896 to \$1,729,213. This amendment is incorporated into the Agreement as follows:

- I. Delete Exhibit A, Section C, Billing and Payment, Paragraphs 1, 4, 5 and 7 in their entirety and replace with the following:
  1. In consideration of CONTRACTOR's provision of services required under this Agreement, COUNTY shall reimburse CONTRACTOR monthly for costs associated with operating the TBS Program an amount not to exceed \$933,905 (GL 5123070) based on a maximum of 8,755 hours of services, for salaries, benefits and operating expenses.
  4. The maximum combined amount for all services provided under this agreement shall not exceed \$1,729,213 for the period July 1, 2010 through June 30, 2011.
  5. COUNTY shall reimburse CONTRACTOR monthly, at the rate of one-twelfth (1/12) of the original Agreement maximum of \$1,507,896 for operating the TBS and Outpatient Programs, plus an additional amount of \$27,664 per month from November 1, 2010 through June 30, 2011, not to exceed \$1,729,213 for the period July 1, 2010 through June 30, 2011.
  7. Following submission of CONTRACTOR's cost report, COUNTY shall reconcile the Medi-Cal FFP revenue generated by CONTRACTOR compared to the required amount of \$743,561 in Federal Financial Participation (FFP), which is, in part, the basis for funding this Agreement. The minimum FFP requirement is calculated based upon \$691,685 in FFP and \$51,876 in Enhanced Federal Medical Assistance Percentage (FMAP) for a total of \$743,561. COUNTY and

CONTRACTOR shall settle to CONTRACTOR's actual cost for TBS/OP, not to exceed \$1,729,213, in January 2012 for fiscal year 2010/11.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

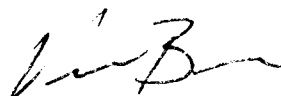
In WITNESS WHEREOF, the parties have executed this Amendment on the day and year as written above.

**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH  
AND RECOVERY SERVICES**

**MOSS BEACH HOMES, INC.  
dba Aspira Behavioral Health**




Denise C. Hunt, RN, MFT  
Behavioral Health Director



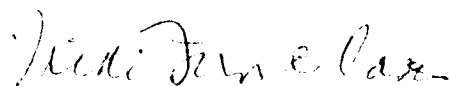
Vernon Brown, LCSW  
Executive Director

APPROVED AS TO CONTENT



Adrian Carroll, MFT  
Chief, Children's System of Care

APPROVED AS TO FORM  
John P. Doering, COUNTY Counsel



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-646, October 17, 2010

2010-646 "EE"  
10/19/10

BOARD OF SUPERVISORS

**AGREEMENT  
FOR**

**INDEPENDENT CONTRACTOR SERVICES**

2010 DEC 10 12 52

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus, Behavioral Health and Recovery Services ("County") and JPE Healthcare Staffing, Inc., ("Contractor") a Georgia Corporation, qualified to do business in the State of California, with its principal place of business identified in Section 14, on October 20, 2010.

**Recitals**

WHEREAS, the County has the need for temporary psychiatric coverage through the use of locum tenens; and

WHEREAS, the County has a need for locating the physicians who work as locum tenens;

WHEREAS, the Contractor is specially trained, experienced in searching for and furnishing psychiatrists who act as locum tenens and Contractor has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be



procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.1.4 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the

Consultant's work under this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

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

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in

writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Confidentiality and Information Security

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such

information for any purpose not directly connected with the matter for which services are provided. As a Covered Entity, the Contractor shall adhere to the requirements identified in **Exhibit B** of this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attn: Contract Manager  
800 Scenic Drive  
Modesto, CA 95350

To Contractor: JPE Healthcare Staffing, Inc.  
Attn: Leif Jonassen, CEO  
5665 Atlanta Hwy, Suite 103-102  
Alpharetta, GA 30004  
800-980-6511

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

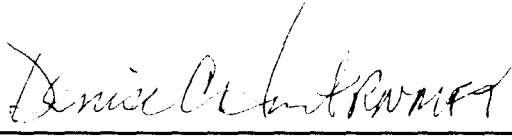
21. Governing Law and Venue

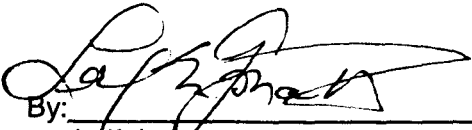
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND RECOVERY  
SERVICES**

**JPE HEALTHCARE STAFFING, INC.**

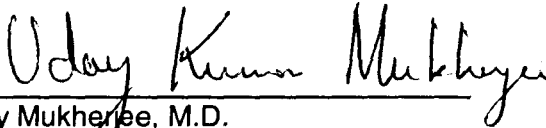
By:   
Denise C. Hunt, RN, MFT  
Director

By:   
Leif Jorlassen  
CEO

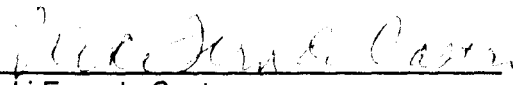
"County"

"Contractor"

**APPROVED AS TO CONTENT  
BEHAVIORAL HEALTH AND RECOVERY  
SERVICES**

By:   
Uday Mukherjee, M.D.  
Medical Director

**APPROVED AS TO FORM:**  
John P. Doering  
County Counsel

By:   
Vicki Fern de Castro  
Deputy County Counsel

## EXHIBIT A

### A. SCOPE OF WORK

Contractor shall provide services under this Agreement as follows:

1. Use its best efforts to furnish physicians who meet County's requirements, and work schedule as stipulated by County, as requested.
2. Verify or obtain California licensure as a physician and surgeon, Federal DEA number and National Provider Identifier (NPI), as necessary.
3. Provide local transportation and housing to physicians without assistance by County.
4. Contractor will only refer physicians whose performance shall not violate and shall be consistent with the County's Code of Ethics to include principles of confidentiality, responsibility towards clients, responsibility to County staff, principle of non-exploitation, and principle of quality service. Prior to assignment, physicians assigned by Contractor shall be expected to be familiar with the County Code of Ethics, a copy of which will be provided to Contractor upon execution of this Agreement.
5. Contractor understands that County is often provided physicians by more than one locum tenens company. County shall contract with and pay the company that presents a physician first. Contractor may be required to show evidence and/or documentation that the physician who is referred to County is aware that Contractor is the referring source.
6. If requested by County, Contractor shall ensure physicians provide all documentation and certifications necessary to become an enrolled provider under the Federal Medicare program and all other payor sources of County, including, but not limited to, the CMS 8551 Application for Individual Health Care Practitioners and the CMS 855 R Application for Individual Health Care Practitioners to Reassign Medicare Benefits. Contractor's physician shall reassign all benefits received for services rendered to County's patients to County. Contractor shall notify County upon any change in provider status, including loss of federal provider status, exclusions by Medicare/Medicaid, or changes to income status.
7. If, in the sole discretion of County, any physician assigned by Contractor is incompetent, negligent, or has engaged in misconduct, County may require such physician to leave its premises and shall inform Contractor of this action immediately. County's obligation to compensate Contractor for said services shall be limited to the hours actually worked by the physician and County shall have no further obligation with respect to such assignment.

### B. INSURANCE

Reference Section 6: Add the following subparagraph as 6.12:

- 6.12 Contractor is an independent contractor, and will not be employing the physicians, but will enter into independent contracts with the physicians to carry out the services needed by County. The physicians will be subcontractors of Contractor. Thus, neither County nor Contractor make employee social security



payments or purchase workers' compensation insurance, unemployment or health insurance for these independent contractor physicians placed by Contractor. Contractor warrants that these issues are adequately addressed in Contractor's contracts with physicians.

**C. COMPENSATION**

1. County shall reimburse Contractor through the following funding source: Realignment
2. Contractor shall be compensated for the services at the following rate ranges which shall be negotiated between Contractor and County at the time a physician is presented under this Agreement as follows:

Service	Rate
<u>Regular Rate:</u> (per 8 hour day all-inclusive for Child/Adolescent Psychiatrist)	\$1,600 per day
<u>Regular Rate:</u> (per 8 hour day all-inclusive for Adult/Geriatric Psychiatrist)	\$1,400 - \$1,600 per day

2.1 County may compensate Contract an additional retention pay as shown below and as authorized and negotiated by the County's Medical Director, when locum physicians complete extended lengths of stay, if County's needs require such extended services. Additional retention pay shall not be automatic, but must be approved by County's Medical Director as follows:

- a. If Assigned Physician stays two (2) full calendar months, a sum not to exceed \$5,000 payable at the end of the two-month stay.
- b. If Assigned Physician stays three (3) full calendar months, a sum not to exceed \$8,000 payable at the end of the three-month stay.
- c. If Assigned Physician stays four (4) or more full calendar months, a sum not to exceed \$11,000 payable at the end of the four-month stay.

2.2 The retention payments shown above for extended lengths of stays shall be negotiated and authorized by County's Medical Director either prior to the assignment of a temporary physician or during the term of the initial assignment of a temporary physician's assignment, except for physicians who stay in excess of four months, in such cases, they will receive payment upon completion of the four-month period.

3. A Recruitment Fee of \$24,000 for any physician introduced by Contractor who accepts a permanent position with County within a six month period of the termination of the last day provider works in County's facility on a placement by Contractor. Disbursement of payment shall be made as follows: One third (\$8,000) when recruited Physician begins work and a written agreement is executed between County and Physician, One-third (\$8,000) following three (3) months of service provide by Physician, and the remaining balance (\$8,000) following four (4) months of service provide by the Physician.
4. The total amount of Agreement shall not exceed \$259,200 during the term of this Agreement.

5. Contractor shall periodically submit a written invoice identifying the name of the individual performing services, the date services were performed, a description of the services, and the total charge for the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice. County shall pay Contractor within thirty (30) calendar days of the receipt of the invoice by County.

**D. WARRANT**

County represents and warrants that it is not under investigation, discipline or probation/restriction of any type by any State or Federal regulatory agency, including, but not limited to, HCFA or OIG.

**E. NONDISCRIMINATION**

In reference to Section 11 Nondiscrimination, under Terms and Conditions of this Agreement, is deleted in its entirety and replaced with the following:

1. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
2. Consistent with the requirements of applicable Federal or State Law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

**F. COMPLIANCE**

1. CONTRACTOR shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), or the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.

- 1.1 CONTRACTOR shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring.
- 1.2 CONTRACTOR shall thereafter semi-annually insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section.
- 1.3 CONTRACTOR shall immediately notify the COUNTY upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on either of the two lists in this section.
- 1.4 COUNTY provides to CONTRACTOR the following references to the two lists found in this section. COUNTY does not guarantee that these references will not change from time to time.
  - 1.4.1 OIG list is currently found at the following web address:  
<http://exclusions.oig.hhs.gov/>
  - 1.4.2 A link to the S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp> Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

#### **G. FUNDING**

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

#### **H. TERM**

These services shall commence on October 20, 2010 and continue through June 30, 2011.

#### **I. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

## **EXHIBIT B**

### **Confidentiality and Information Security Provisions (For Temporary Health Providers)**

Contractor's subcontractors and/or employees share protected health information with the County. Contractor agrees that its subcontractors and/or employees will comply with all applicable laws and regulations including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162, and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). Without limiting the rights and remedies of County as set forth elsewhere, non-compliance of this provision will result in a breach of this agreement; and, County, at its option, may terminate this Agreement upon discovery of such breach.



**BEHAVIORAL HEALTH AND RECOVERY SERVICES**  
A MENTAL HEALTH, ALCOHOL AND DRUG SERVICE ORGANIZATION

**DENISE C. HUNT, RN, MFT**  
Behavioral Health Director

**CONTRACT SERVICES**  
800 Scenic Drive, Modesto, California 95350  
Phone: 209.525.6020 Fax: 209.525.7420

**DATE:** February 9, 2011  
**MEMO TO:** Suzi Seibert  
Stanislaus County Board of Supervisors  
**FROM:** Nancy Paulding  
Behavioral Health and Recovery Services  
**RE:** Board Agenda #           B-3            
Agenda Date:           10/19/2010            
Board Action #           2010-646          

BOARD OF SUPERVISORS  
2011 FEB 11 A 10:41

The Agreements between Behavioral Health and Recovery the following contractors, approved by the BOS on October 19, 2010, are enclosed for your records:

- CHG Companies Inc. (dba CompHealth) – Contract not executed
- Jackson & Coker Locum Tenens, LLC for Temporary Physician Srvs
- JPE Healthcare Staffing, Inc. for Temporary Physician Services
- Aspiranet (dba Moss Beach Homes, Inc) OP & TBS - Amendment

If you have any questions, please call me at 525-6281.

Thank you.

Enclosure

**AGREEMENT FOR PROFESSIONAL SERVICES  
INDEPENDENT CONTRACTOR**

**Locum Tenens Services**

This Agreement is made and entered into on February 15, 2011, by and between the County of Stanislaus through Behavioral Health and Recovery Services hereinafter referred to as "County" and Jackson & Coker Locum Tenens, LLC., hereinafter referred to as "Contractor" whose principal place of business is located at 3000 Old Alabama Road, Suite 119-608 Alpharetta, GA 30022.

**WHEREAS:** Government Code Sections 31000 and 53060 permit the County Board of Supervisors to enter into an Agreement for the furnishing of special services with individuals specially trained and experience and competent to perform those services; and

**WHEREAS:** The County requires the assistance of Contractor to provide temporary psychiatrist staffing through its independent contractor psychiatrists (Providers); and

**WHEREAS:** There is currently insufficient County staff to provide the services required by the County; and

**WHEREAS:** County desires to engage Contractor to provide said services and Contractor, by reason of Contractor's qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services in accordance with the terms set forth herein.

**NOW, THEREFORE, IT IS AGREED** between the parties hereto as follows:

1. **TERM:** This Agreement shall commence on the date first written above, shall remain in effect through June 30, 2011.
2. **MODIFICATIONS OF AGREEMENT:** Material changes to this Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.
3. **SERVICES:** Contractor shall provide the services and adhere to the standards of service described in **Exhibit A**, which is attached hereto and made a part hereof.
4. **COMPENSATION TO CONTRACTOR:**
  - 4.1 County shall reimburse Contractor for services provided in accordance with **Exhibit A** up to the maximum amount set forth in **Exhibit A**, which is attached hereto and made a part hereof. Funds provided to the Contractor may be from one or more of the funding sources detailed in **Exhibit A**, however, County may vary the allocated amount of each funding source within a budget unit, administratively, after notification to Contractor.
  - 4.2 Except as expressly provided in **Exhibit A** of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of

this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

- 4.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 4.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 4.5 Neither Contractor nor Provider(s) shall be entitled to any other compensation or benefits from County not specifically provided for herein.
- 4.6 In no event shall the maximum amount payable by County to Contractor, pursuant to this Agreement, exceed the aggregate sum set forth in **Exhibit A**, unless the Agreement is modified by formal amendment, duly executed by the parties.
- 4.7 The maximum funding shown in **Exhibit A** for this Agreement, absolutely limits the County's liability to Contractor for services provided under this Agreement, in total for the Agreement as a whole, and individually for each funding source.
- 4.8 No funds paid to Contractor through this Agreement shall be utilized to compensate employees of the Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off, pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201, et seq., or applicable State law. Payments to Contractor shall be made only upon County's receipt of an invoice from Contractor. Such claim shall be submitted to Stanislaus County Behavioral Health and Recovery Services, Attn: Contracts Manager, 800 Scenic Drive, Modesto, CA 95350. Contractor shall periodically submit a written invoice identifying the name of the individual performing services, the date services were performed, a description of the services, and the total charge for the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice. County shall pay Contractor within thirty (30) calendar days of the receipt of the invoice by County.

**5. REPRESENTATIONS:** Contractor makes the following representations, which are agreed to be material to and form a part of the inducement of this Agreement.

- 5.1 Contractor and Provider(s) have the expertise, training and experience necessary to provide the services described in this Agreement; and

- 5.2 Contractor and Provider(s) do not have an actual or potential interest adverse to County nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- 5.3 Contractor and Provider(s) are willing and able to diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.
6. **NON-ASSIGNMENT AND SUBCONTRACTING:** Contractor shall not assign, sublet, or transfer this Agreement, or any part hereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written and express approval of County.
7. **CONFLICT OF INTEREST:** The parties to this Agreement have read and are aware of the provisions of Section 1090, et seq., and Section 87100, et seq., of the Government Code relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100, et seq., during the term of this Agreement.
8. **CONFIDENTIALITY:** Contractor and Provider(s) shall not, without the written consent of the Department, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.
9. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement are aware of and understand the Immigration Reform and Control Act (IRCA) of 1986, Public Law 99-603. Contractor is and shall remain in compliance with IRCA, and shall ensure any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, or the employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).
10. **NON-DISCRIMINATION AND FAITHFUL PERFORMANCE:** The parties mutually agree to abide by all Federal, State, and Local laws including, but not limited to, all laws respecting employment discrimination. Each party further agrees to fully and faithfully perform all covenants and portions of this Agreement, and to take no action that may be inimical to the other party's faithful performance hereof.
11. **AUTHORITY TO BIND COUNTY:** It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.



## **12. DISPUTE AND ISSUE RESOLUTION:**

- 12.1 Should a dispute occur concerning Contractor's performance or Contractor's interpretation of specific terms of this Agreement, including, but not limited to, the validity of overpayment demands and proposed budget modifications, Contractor shall notify County's Contract Manager of this issue within sixty (60) days of its occurrence. Such notification shall include specific identification of the issue(s) under dispute, Contractor's factual basis for the issue, Contractor's proposed solutions, and the documentary support for the solutions.
- 12.2 County shall have fifteen (15) workdays from receipt of the notification to render a decision on the dispute. The County may convene a conference between County and Contractor as part of the decision making process. County and Contractor may agree to extend the time period for a decision by the execution of a written memorandum, signed by the parties, specifying the new time period. The decision made by the County shall be in writing and shall contain sufficient factual data and documentary evidence to reasonably explain the decision.
- 12.3 If Contractor disputes the decision made by County, Contractor may request that the Medical Director of County's Behavioral Health and Recovery Services Department, or the Medical Director's designee, review the decision. Such request shall be in writing and received by the Medical Director, or the Medical Director's designee, within five (5) workdays of the date of the County's decision. Such request shall include identification of the items under dispute, Contractor's proposed solutions in summary form, the date of the County's decision and any additional information Contractor deems necessary in support of its position. The Medical Director, or the Medical Director's designee, shall have fifteen (15) workdays from the date of receipt of Contractor's request to render a final administrative decision. The Medical Director, or the Medical Director's designee, may convene a conference between County and Contractor as a part of the decision making process. The decision of the Medical Director, or the Medical Director's designee, shall be the final administrative decision. Nothing in this Agreement prevents Contractor from seeking judicial review of such final administrative decision.
- 12.4 Pending conclusion of any dispute, the interpretation placed upon the Agreement by County will govern operation hereunder and Contractor shall proceed diligently with performance of the Agreement except that Contractor may terminate this Agreement in the manner set forth herein.

## **13. NOTICES:**

- 13.1 All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) business days after deposit. A party may change the address to which notice is to be given by giving notice as provided below.

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attn: Contract Manager  
800 Scenic Drive  
Modesto, CA 95350

To Contractor: Jackson & Coker Locum Tenens, LLC  
Joe Schofield, Sr. Sales Associate  
3000 Old Alabama Road, Suite 119-608  
Alpharetta, GA 30022

- 13.2 County requires Contractor to notify County of any change in name, legal business status, corporate address, service site address, or Contractor's signatory power that occur during the term of this Agreement. At its option, County may choose to acknowledge a notice of these specific changes without a written amendment to the Agreement.
- 13.3 Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.
14. **NO THIRD PARTY BENEFICIARIES:** It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
15. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs or staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.
16. **INSURANCE:** Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Contractor's actions in connection with the performance of obligations, as required in this Agreement, shall at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects county and any insurance or self-insurance maintained by county shall be considered in excess of contractor's insurance coverage and shall not contribute to it. If Contractor normally carries insurance

in an amount greater than the minimum amount required by the county for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. Therefore, Contractor hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Agreement. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and completed endorsements have been filed with and approved by County. Contractor shall pay any deductibles and self-insured retentions under all required insurance policies.

16.1 Worker's Compensation and Employer's Liability Insurance Requirement – Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

16.1.1 In signing this Agreement, Contractor makes the following certification, required by section 1861 of the Labor Code.

"I am aware of the provisions of section 2700 of the Labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

16.1.2 Contractor shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

16.1.3 Contractor shall also maintain employers liability insurance with limits equal to the policy limits, which shall be no less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury or disease.

16.2 Liability Insurance Requirements: Contractor shall maintain in full force and effect, at all times during the term of this Agreement the following insurance:

16.2.1 Commercial General Liability Insurance, including, but not limited, to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement). Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. Said insurance coverage shall be equal to the policy limits, which shall be no less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARE (\$2,000,000) aggregate.

16.2.2 Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of

services pursuant to this Agreement with limits equal to the policy limits, which shall be no less than ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.

- 16.2.3 Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall be no less than ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 16.3 The Commercial General Liability and Automobile Liability Insurance required in this sub-paragraph 16.2 above shall include a specific endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.
- 16.4 If any of the insurance coverage required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement.
- 16.5 Prior to Contractor commencing any of its obligations under this Agreement, Contractor shall furnish evidence of insurance in compliance with the requirements above to the County by Certificate of Insurance and a copy of the completed endorsement. Receipt of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements set forth above.
- 16.6 Cancellation of Insurance – The above stated insurance coverage required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement, and shall not be reduced or canceled without thirty (30) days prior written notice to County. Contractor shall notify County within twenty-four (24) hours if any insurance policy is terminated, canceled, non-renewed, or whose policy limits have been exhausted, or upon the insolvency of the insurer that issued the policy. Contractor shall immediately obtain replacement coverage.
- 16.7 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A:VII" rating. A non-admitted company doing business in the state of California must have a "Best's Rating" of "Excellent A:X", or better. The County Risk Manager must approve any exception to these requirements.
- 16.8 If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverage and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage Contractor proposes to provide is

equivalent to the above-required coverage.

- 16.9 All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance County maintains.
- 16.10 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 16.11 Contractor's failure to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor, County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach, or County may exercise the option to withhold payments from the Contractor until such time as all required insurance has been provided. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverage required by this Agreement.
17. **FINANCIAL SOLVENCY:** Contractor shall maintain adequate provisions against the risk of insolvency.
18. **MEDICAL RECORDS:** Any and all patient records, charts, documents and other County records produced at County facilities as a result of either party's performance under this Agreement shall be and remain the property of County. Both during and after the term of this Agreement, Provider shall be permitted to inspect or duplicate, at Provider's expense, any individual chart or record to the extent necessary to perform billing for the services provided under this Agreement, or assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Provider shall be solely responsible for obtaining patient consent, if required, and for maintaining patient confidentiality with respect to any information obtained by Provider or his or her agents pursuant to this paragraph.
19. **FINANCIAL AND STATISTICAL RECORDS:**
- 19.1 Contractor shall maintain and preserve all fiscal records, documents, and correspondence related to this Agreement for a minimum period of five (5) years after the close of the fiscal year in which services are rendered or until all audit issues are resolved, whichever is later.

- 19.2 Contractor shall maintain all financial, statistical or accounting records associated with the provision of each type of service described in **Exhibit A** of this Agreement, necessary to support the costs claimed pursuant to this Agreement or any other Federal or State reimbursement claim report form. Moreover, Contractor shall maintain all statistical data necessary to support the allocation of such cost among programs or typed of programs and/or among payers, and shall maintain auditable records, in accordance with generally accepted accounting principles, reflecting the methods and calculations used to make such allocations, and such other statistical data as shall be necessary to satisfy the requirements of State and Federal law.
- 19.3 Contractor shall make any and all records, whether fiscal or other, generated pursuant to this Agreement available for County's inspection. At County's discretion, County may request that Contractor deliver by mail or electronic transmission to the County, a copy of Contractor's accounting records prior to an on-site audit by the County. The State of California and/or Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the County herein.

**20. TAX INFORMATION REPORTING:**

- 20.1 Upon request, Contractor shall submit its Tax Identification Number or Social Security Number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.
- 20.2 Income Tax Withholding: Upon County's request, Contractor shall provide County with certain documents relating to Contractor's employees income tax withholding. These documents shall include, but not be limited to:
- 20.2.1 A copy of Contractor's Federal and State quarterly income tax withholding returns i.e., Federal Form 941 and State Form DE-6 or their equivalents.
- 20.2.2 A copy of a receipt for or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

- 21. PROGRAM DIRECTION:** County's mental health services program administrator, as defined in Welfare and Institutions Code Section 5607, shall be the Medical Director of County's Behavioral Health and Recovery Services Department. Contractor's services pursuant to this Agreement shall be provided and performed under the Medical Director's general guidance or his/her designated representative. It shall be the Contractor's responsibility to determine the specific means and methodology for accomplishing the services required under this Agreement.
- 22. NATIONAL PROVIDER IDENTIFICATION:** Contractor understands that it must comply with the National Provider Identification (NPI) system, and will provide to the County NPI numbers for all staff providing direct health care or clinical services. The Contractor further agrees to verify the NPI number(s) upon hiring staff, and to apply for NPI numbers on new employees within five (5) business days of the hiring date. The NPI must be reported to the County no later than the first billing for services. The Contractor further understands and agrees that electronic billings for services will not be accepted without the inclusion of the NPI number(s).

23. **CHOICE OF LAW / VENUE:** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Stanislaus. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Stanislaus.
24. **NON-WAIVER:** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgency by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.
25. **ENFORCEMENT OF REMEDIES:** No right or remedy herein conferred upon or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right, or remedy given hereunder, now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
26. **CAPTIONS AND INTERPRETATION:**
- 26.1 Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.
- 26.1 No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.
27. **TIME OF ESSENCE:** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.
28. **COUNTERPARTS:** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
29. **NON-COLLUSION COVENANT:** Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has not received from County any incentive or special payments, or considerations not related to the provision of services under this Agreement.
30. **ENTIRE AGREEMENT:** This Agreement, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligation and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.
31. **NEGATION OF PARTNERSHIP:** In the performance of all services under this Agreement, Contractor and Provider(s) shall be, and acknowledge that Contractor and Provider(s) are, in fact and law, independent contractors and not agents or employees of

County. Contractor and Provider(s) have and retain the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Contractor and Provider(s) retain full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether Federal, State or Local, and compliance with any and all other laws regulating employment.

**32. SEVERABILITY:** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

**33. TERMINATION:**

33.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. Said thirty (30) day period shall commence upon the date of receipt of such notice by the other party.

33.2 Notwithstanding the foregoing, County shall have the right to terminate this Agreement effective immediately after giving written notice to Contractor in the event that County determines that Contractor does not have the proper credentials, experience or skill to perform the required services under this Agreement; or in the event that continuation by Contractor in the providing of services may result in (i) civil, criminal, or monetary penalties against County, (ii) the breach of any Federal or State law or regulatory rule or regulation or condition of accreditation or certification, (iii) the loss of reputation by County, or (iv) the loss or threatened loss of County's ability to participate in any Federal or State health care program, including Medi-Cal or Medicare.

33.3 In the event of termination of this Agreement for any reason or cancellation of an assignment, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a pro-rated basis up to the effective date of termination.

**34. SIGNATURE AUTHORITY:** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

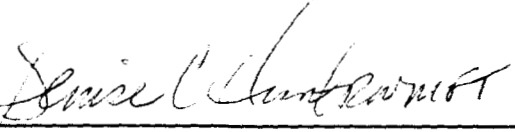



**IN WITNESS TO WHICH**, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**JACKSON & COKER LOCUM TENENS, LLC.**

Randy Weikle  
Vice President, Government Healthcare

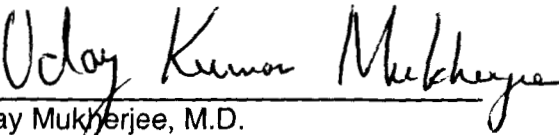
By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By:   
Joe Schofield  
Senior Sales Associate  
Psychiatry and Neurology

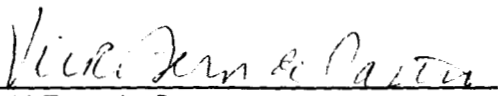
"County"

"Contractor"

APPROVED AS TO CONTENT

By:   
Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-646, October 19, 2010

## EXHIBIT A

### 1. CONTRACTOR RESPONSIBILITIES:

Contractor shall:

- 1.1 Source, screen and present potential Provider(s) as appropriate.
- 1.2 Use its best efforts to present Provider(s) acceptable to County.
- 1.3 Reimburse Provider(s) for his/her fees.
- 1.4 Provide malpractice insurance coverage through its insurance carrier for any and all Provider(s) provided by Contractor to County.
- 1.5 Verify or assist in obtaining Provider licensure, as necessary.
- 1.6 Allow County to retain patient revenue generated by any locum tenens Provider(s) placed by Contractor.
- 1.7 Pay for Provider travel and lodging costs.
- 1.8 Refer only physicians whose performance shall not violate and shall be consistent with the County's Code of Ethics to include principles of confidentiality, responsibility towards clients, responsibility to County staff, principle of non-exploitation, and principle of quality service. Prior to assignment, physicians assigned by Contractor shall be expected to be familiar with the County Code of Ethics, a copy of which will be provided to Contractor upon execution of this Agreement.

### 2. COUNTY RESPONSIBILITIES:

County will:

- 2.1 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.
- 2.2 Inform Contractor within forty-eight (48) business 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.
- 2.3 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.
- 2.4 Use County's best effort to promptly obtain hospital privileges for Providers,

when applicable; and pay any and all costs required for Provider to be credentialed at County's facility and to become a member of County's medical staff, including; but not limited to, costs of medical tests, drug screens, compliance with OSHA requirements and the like. Contractor shall reasonably assist County with the privilege process, if requested, at County's sole cost and expense as required.

- 2.5 Verify identity of Provider at County's facility.
- 2.6 Comply with AMA, JCAHO, Federal, State and Local standards relating to patient care and related activities as required.
- 2.7 Participate in Contractor customer service/risk management activities by reporting, in writing, immediately to Contractor any incident which may lead to a malpractice claim or disciplinary action taken against any Provider.

**3. CANCELLATION OF COVERAGE:** Contractor expends significant time and effort locating Provider(s), arranging for coverage, arranging for transportation, and otherwise arranging to meet County staffing needs. The Provider(s) that the Contractor places 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 cancellation of services:

- 3.1 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 Contractor receives from County at least thirty (30) days prior written notice. If County requests that a Provider be removed or placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by Contractor prior to the Provider's removal and such documentation must be reasonably satisfactory to Contractor.
- 3.2 Contractor will not, in any event, remove a Provider from or cancel an assignment for illegal or discriminatory reasons.

**4. SUBSEQUENT PLACEMENT, RECRUITMENT OR OTHER USAGE OF A CANDIDATE:** Contractor'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 present through Contractor, following completion of sixty (60) days locum tenens coverage by that Provider. The recruitment fee is \$24,000 for a physician and will be disbursed in accordance with item 4.9 below. The recruitment fee is payable for any Provider introduced to County by Contractor who:

- 4.1 Accepts a position with any facility, organization or group owned or operated by, or affiliated with County, whether or not in County's actual community, within two (2) years of the date the Provider was introduced or presented, or if the Provider worked two (2) years from last day the Provider last provided services to County; or

- 4.2 Accepts a position with a fifteen (15) mile radius of County's facility where the Provider proved services within two (2) years of the date the Provider was introduced or presented, or if the Provider worked, two (2) years from the last day the Provider last provided services to County, if County assists in obtaining the position or the Provider has privileges at any facility, organization or group owned or operated by or affiliated with County; or
- 4.3 Engages in locum tenens coverage for County or any of County's affiliates, except through Contractor, within two (2) years of the date the Provider was introduced or presented, or if the Provider worked, two (2) years from the last day the Provider last provided services to County.
- 4.4 County shall reimburse Contractor through the following funding source: Realignment.
- 4.5 Contractor shall be compensated for the services at the following rate ranges which shall be negotiated between Contractor and County at the time a physician is presented under this Agreement as follows:

Service	Rate
<u>Regular Rate:</u> (per 8 hour day all-inclusive for Child/Adolescent Psychiatrist)	\$1,500– \$1,800 per day
<u>Regular Rate:</u> (per 8 hour day all-inclusive for Adult/Geriatric Psychiatrist)	\$1,350- \$1,600 per day

- 4.6 Contractor will be compensated a premium of one and one-half (1 1/2) of the daily rate for holiday coverage. Holiday rate applies to weekday and weekend holiday coverage. The recognized holidays are New Year's Day, Easter Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.
- 4.7 County may compensate Contractor an additional retention pay as shown below and as authorized and negotiated by the County's Medical Director, when locum physicians complete extended lengths of stay, if County's needs require such extended services. Additional retention pay shall not be automatic, but must be approved by County's Medical Director as follows:
  - 4.7.1 If Assigned Physician stays two (2) full calendar months, a sum not to exceed \$5,000 payable at the end of the two-month stay.
  - 4.7.2 If Assigned Physician stays three (3) full calendar months, a sum not to exceed \$8,000 payable at the end of the three-month stay.
  - 4.7.3 If Assigned Physician stays four (4) or more full calendar months, a sum not to exceed \$11,000 payable at the end of the four-month stay.
- 4.8 The retention payments shown above for extended lengths of stays shall be negotiated and authorized by County's Medical Director either prior to the assignment of a temporary physician or during the term of the initial assignment of a temporary physician's assignment, except for physicians who stay in excess of four months, in such cases, they will receive payment upon completion of the

four-month period.

- 4.9 A Recruitment Fee of \$24,000 for any physician introduced by Contractor who accepts a permanent position with County within a six month period of the termination of the last day provider works in County's facility on a placement by Contractor. Disbursement of payment shall be made as follows: One third (\$8,000) when recruited Physician begins work and a written agreement is executed between County and Physician, One-third (\$8,000) following three (3) months of service provide by Physician, and the remaining balance (\$8,000) following four (4) months of service provide by the Physician.
  - 4.10 The total amount of Agreement shall not exceed \$282,600 during the term of this Agreement.
  - 4.11 Contractor shall periodically submit a written invoice identifying the name of the individual performing services, the date services were performed, a description of the services, and the total charge for the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice. County shall pay Contractor within thirty (30) calendar days of the receipt of the invoice by County.
5. **STATUS OF PROVIDERS:** Provider(s) are independent contractors of Contractor and/or any one of its affiliates (including Jackson & Coker Locum Tenens, LLC). Provider(s) are not employees or agents of Contractor. Because Providers are independent contractors, neither Contractor nor County will be responsible for incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decision or actions shall be solely those of the Provider.
  6. **WARRANT:** County represents and warrants that it is not under investigation, discipline or probation/restriction of any type by any State or Federal regulatory agency, including, but not limited to, HCFA or OIG.
  7. **NON-DISCRIMINATION:** In reference to Section 10 Non-Discrimination and Faithful Performance, under Terms and Conditions of this Agreement, is deleted in its entirety and replaced with the following:
    - 7.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set

forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- 7.2 Consistent with the requirements of applicable Federal or State Law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

**8. COMPLIANCE:**

- 8.1 CONTRACTOR shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), or the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
- 8.2 CONTRACTOR shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring.
- 8.3 CONTRACTOR shall thereafter semi-annually insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section.
- 8.4 CONTRACTOR shall immediately notify the COUNTY upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on either of the two lists in this section.
- 8.5 COUNTY provides to CONTRACTOR the following references to the two lists found in this section. COUNTY does not guarantee that these references will not change from time to time.
- 8.5.4 OIG list is currently found at the following web address:  
<http://exclusions.oig.hhs.gov/>
- 8.5.5 A link to the S&I list is currently found at the following web address:  
<http://www.medi-cal.ca.gov/references.asp> Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

9. **FUNDING:** If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall

have no further obligation to County.

10. **TERM:** These services shall commence on February 15, 2011 and continue through June 30, 2011.