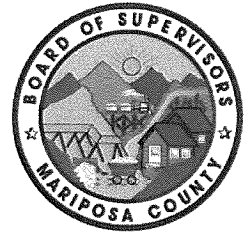


MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-366

MEETING: June 22, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Jackson and Coker Locum Tenens, LLC to Provide Psychiatric Services

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) to Provide Psychiatric Services for Mariposa County Health and Human Services Agency (HHSA) in an amount not to exceed \$120,000; and Authorize the Board of Supervisors Chair to sign the Agreement.

Jackson and Coker (J&C) provides specialty psychiatric services to HHSA four hours per week. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. J&C can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

HHSA recommends contracting for these additional four hours per week to meet client needs. J&C will locate, screen, and present psychiatrists licensed in the State of California to provide required mental health services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved the current agreement with Jackson & Coker on June 16, 2020, through Resolution No. 2020-318.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this agreement is not approved, this would likely result in increased wait times for those in our community who need specialty psychiatric services, including medication prescriptions.

FINANCIAL IMPACT:

This agreement will continue to be paid within the Behavioral Health Services budget units. Contract costs are largely offset by Medi-Cal and Medicare revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:

Mariposa and JC 2021-2022v3 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CONTRACT NUMBER :

DEPARTMENT : HEALTH AND HUMAN SERVICES

COMPANY: JACKSON & COKER LOCUM TENENS, LLC

TYPE OF AGREEMENT: SPECIAL SERVICES

THIS AGREEMENT is made and entered into by and between the County Of Mariposa, a Political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Jackson & Coker LocumTenens, LLC, a private for-profit Corporation, located at 2655 Northwinds Parkway, Alpharetta, Georgia, (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to contract for special services, pursuant to Government Code Section 31000, to provide psychiatric services to its consumers and;

WHEREAS, CONTRACTOR is a locum tenens agency that can source, screen, and present independent contractor licensed psychiatrists on a temporary basis in the State of California ("Contractor Services"); and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said Contractor Services shall be furnished.

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

1. SCOPE OF SERVICES

CONTRACTOR will use its best effort to locate,, screen, and present psychiatrist(s) licensed in the State of California to provide psychiatric services ("Medical Services") on a temporary locum tenens independent contractor basis as requested by the COUNTY to meet the needs of the COUNTY. Acceptance of qualified candidates will be at the COUNTY's discretion. Hereinafter, the licensed psychiatrist(s) are referred to as the PROVIDER.

COUNTY will, whenever possible, provide advance notice to CONTRACTOR of the need for a psychiatrist and the projected time frame. The recitals above shall be incorporated into the terms of this Agreement.

2. TERM

The term of this Agreement shall commence on the upon the date of the last signature below, and continue until the 30Th day of June, 2022, unless sooner terminated in accordance with Sections entitled, "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING", "TERMINATION FOR CAUSE" or "TERMINATION FOR CONVENIENCE" as specified elsewhere in this Agreement.

3. RATES/COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for PROVIDER at the following rates:

Psychiatrist (Adult or Child)

Weekday Rate: \$249.00-\$270.00 per hour

Overtime Rate: \$311.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call) 8

Administration fee: waived

- The hourly rates are per hour per licensed psychiatrist or pro-ratio thereof.
- The all-inclusive rates include the provider's hourly rate, travel and lodging expenses, and malpractice insurance.

- **Holiday Premium:** A premium of one-half of the daily rate (4 hours x weekday rate) will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by COUNTY, should the PROVIDER render Medical Services/work on the holiday. The premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater.

Should PROVIDER have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.

In no event shall Medical Services performed under this Agreement be in excess of the total contract amount by Fiscal Year:

2021-2022: \$120,000

Payments by COUNTY shall be monthly in arrears, for Medical Services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices.

If CONTRACTOR should fail to comply with any significant provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation, pursuant to the notification obligations as further outlined below. CONTRACTOR shall submit to COUNTY monthly-itemized claims for PROVIDER's compensation no later than fifteen (15) days following the completion of the month of Medical Services provided by the PROVIDER. Any and/or all payments for services made under this Agreement shall be paid by check, payable to the order of CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name:	Jackson & Coker LocumTenens, LLC
Address:	2655 Northwinds Parkway.119-608
City/State/Zip	Alpharetta, GA 30009

CONTRACTOR may request the COUNTY to have the check mailed or delivered to CONTRACTOR, in such a manner, or at such other address as, CONTRACTOR may from time to time designate to COUNTY. Such request must be made in writing in accordance with such procedures as outlined under Section, "NOTICES".

CONTRACTOR shall hold harmless the State of California in the event COUNTY cannot or will not pay for covered Medical services rendered by PROVIDER pursuant to the terms of this Agreement.

4. RECRUITMENT FEE

COUNTY may enter into a direct relationship with a PROVIDER who has worked with COUNTY or has been introduced or presented by CONTRACTOR, following completion of 60 days locum tenens coverage by that PROVIDER. The recruitment fee is \$40,000.00 for a physician. The recruitment fee is payable for any PROVIDER introduced to COUNTY by CONTRACTOR who:

- A. Accepts a position with COUNTY where PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with COUNTY, within two years of the date the PROVIDER was introduced or presented, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY; or
- B. Engages in locum tenens coverage for COUNTY, except through CONTRACTOR, within two years of the date the

PROVIDER was introduced or presented and did not work, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY.

- C. The recruitment fee is due on the first day the PROVIDER performs any of the Medical Services listed above. Pending CONTRACTOR'S receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will not be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Agreement and whether or not either party is in breach of any term of this Agreement.

CONTRACTOR may enter into a direct relationship with a COUNTY PROVIDER who has worked with CONTRACTOR or has been introduced or presented by COUNTY. The recruitment fee is \$40,000.00 for a physician. The recruitment fee is payable for any COUNTY PROVIDER introduced to CONTRACTOR by COUNTY who:

- A. Accepts a position with CONTRACTOR where COUNTY PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with CONTRACTOR, within two years of the date the COUNTY PROVIDER was introduced or presented, or if the COUNTY PROVIDER worked, two years from the last day the COUNTY PROVIDER last provided services to CONTRACTOR; or
- B. Engages in locum tenens coverage for CONTRACTOR, except through COUNTY, within two years from the last day the PROVIDER last provided Medical Services to COUNTY.

5. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes to the other party as follows.

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery services.
- E. Electronic Transmission. When sent by facsimile transmission or by internet connection to the last noticed facsimile or internet location provided by the recipient to the party giving notice, notice is effective upon receipt, provided that a duplicate copy of the notice

is promptly given by first class mail or certified mail or by overnight delivery to the receiving party. Any notice given by electronic transmission shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

In order to ensure that Contractor is in compliance with state and federal law, County hereby expressly grants permission to Contractor to send all electronic communications that relate to this contract and Contractor Services provided.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY

Director, Mariposa County
Health and Human
Services Agency
P.O. Box 99
Mariposa, CA 95338
(209) 966-2000
Fax: 209-742-0996

CONTRACTOR and PROVIDER Attn.

Jackson & Coker LocumTenens, LLC
2655 Northwinds Parkway 119-608
Alpharetta, GA 30009
Attn: Dana Massey
(800) 272-2707
with copy to:
General Counsel
2655 Northwinds Pkwy
Alpharetta, GA 30009

Any party may change its address or electronic addresses by giving the other party notice of the change in any manner permitted by this Agreement.

CONTRACTOR shall submit weekly-itemized invoices, for services performed and the amount owed under this Agreement. Each invoice must:

- A. Detail by task the service performed by PROVIDER.
- B. Detail the labor cost (number of hours x rate) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process the invoiced claim. Upon approval by the COUNTY, the sum due herein shall be paid to the CONTRACTOR within thirty days (30) following receipt of a proper invoice. CONTRACTOR shall invoice COUNTY weekly, addressed to the Mariposa County Health & Human Services Agency, P.O. Box 99, Mariposa, CA 95338; Attention: Fiscal Services.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the ongoing continuation of this Agreement is therefore contingent upon the receipt and/or appropriation of the necessary funds. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole but reasonable judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available, which shall be at least thirty (30) days after the CONTRACTOR is notified by the COUNTY. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement, provided such suspension or modification is mutually agreed upon in writing. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the Agreement may continue pursuant to such arrangement, at the mutual written agreement of the parties.

7. TERMINATION FOR CAUSE

If either party materially defaults in the performance of or repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement (a "Default"), the other party shall, in addition to any other remedies it may have, provide such party with written notice of Default in the manner set forth under the "NOTICES" clause, specifying the provision(s) or term(s) of this Agreement that such party has failed to satisfy or has breached. Any notice of Default shall provide the alleged defaulting party with thirty (30) calendar days from the date of such notice allowing such party to fully cure the Default to the other party's satisfaction. Should the alleged defaulting party thereafter fail to proceed with all reasonable diligence to fully cure the Default, the non-defaulting party may terminate this Agreement for cause by giving five (5) calendar days written notice to the other party in the manner set forth under Section 6, "NOTICES". In the event of any proceeding by or against the CONTRACTOR, including

but

not limited to bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, the County may exercise its right of termination under this Section.

8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, COUNTY shall have no further financial liability to CONTRACTOR except for payment for actual Contractor Services incurred during the performance hereunder, or as otherwise outlined in Section 11 and herein.

9. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

CONTRACTOR shall receive compensation for PROVIDER for any work appropriately completed prior to receipt of the notice of termination that has not been disputed by COUNTY in writing. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. COUNTY may withhold any payments not yet made to CONTRACTOR that is the subject of a good faith dispute provided to the other party in writing for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR or PROVIDER is determined and established in writing, signed by all parties.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement subject to the terms of this section. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding, or agreement not incorporated herein, shall be binding on any of the parties hereto.

11. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$3,000,000.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California for CONTRACTOR's employees, as applicable, with Statutory Limits, and Employer's Liability Insurance for CONTRACTOR'S employees, as applicable, with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- (4) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.
- (7) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (8) **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- (9) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other from and against any and all third party claims, losses, damages, costs and expenses (including reasonable attorney's fees) that arise out of or result from the negligent, reckless or intentional acts or omissions of the indemnifying party (the "Indemnitor") to the extent caused by the Indemnitor. Indemnification is subject to: (a) the indemnified party promptly providing the indemnitor written notice of the claim; (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. CONTRACTOR'S obligation to indemnify does not extend to any acts or omissions of PROVIDERS except as related to failing to screen and perform a commercially reasonable background check as outlined herein that should have been realized and disclosed at the time the PROVIDER begins his/her assignment.

13. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR and/or PROVIDER are each an independent contractor of each other, and each are independent contractors of the CONTRACTOR under this Agreement. COUNTY shall neither have,

nor exercise any control or direction over the methods by which CONTRACTOR shall perform professional work and functions. The interest and responsibility of the COUNTY is to assure that the Medical Services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall require PROVIDERS to acknowledge and agree that PROVIDERS will be required to be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, and other income, fees, and independent contractor statutes or codes applying to PROVIDER, or its sub- contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR and PROVIDERS, with their sub- contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits.

CONTRACTOR shall ensure that all its personnel, employees, and the PROVIDER used to perform the Medical Services are aware and expressly agree that COUNTY is not responsible for any such benefits.

14. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to CONTRACTOR'S services provided under this Agreement. To the extent permitted by law, COUNTY shall have access at times mutually agreed upon by the parties and until the expiration of four (4) years after the furnishing of Contractor Services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities directly pertaining to this Agreement, with reasonable advance written notice provided to CONTRACTOR by COUNTY, all at COUNTY'S sole cost. CONTRACTOR shall maintain the records for at least four years.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

15. REPORTS AND INFORMATION

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may reasonably request to the extent directly pertaining to the CONTRACTOR'S Services provided pursuant to this Agreement. Such reports may include, but not be limited to, information to support billing and/or Provider information, to the extent such Provider information is reasonably available to CONTRACTOR.

16. CONFIDENTIALITY

Each party shall, and CONTRACTOR shall require PROVIDERS to comply with, applicable laws and regulations, including but not limited to California W&I Code Section 5328; to 42 C.F.R. Part 2 and 45 C.F.R Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information as well as each party's confidential and proprietary information including the terms and conditions of this Agreement and the documents provided to COUNTY in approving and credentialing the PROVIDER. Each party shall, and CONTRACTOR shall require PROVIDER to the extent applicable, to not use identifying information for any purpose other than carrying out the obligations under this contract.

Each party shall not, and CONTRACTOR shall require PROVIDER to not disclose, except as otherwise specifically

permitted by the contract or authorized in writing by the other party, or by the client/patient, as applicable, any such identifying information to anyone other than except as allowed in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual. To the extent it is determined that CONTRACTOR is a Business Associate under HIPAA regulations, the CONTRACTOR agrees and shall require PROVIDER to agree to comply with the applicable provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached as Addendum No. 01, to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

17. COMPLIANCE AND INTEGRATED ETHICS

The COUNTY is committed to adhere to its adopted code of ethics to ensure that the its business is conducted in an ethical and professional manner; and is consistent with the its vision statement: "Enhancing well-being in a safe and thriving community."

COUNTY Compliance is necessary to ensure compliance with applicable federal, state, and local laws, rules, and regulations regarding professional conduct and to ensure that professional conduct reflects the principles of the COUNTY to treat consumers, the general public, and other health service providers with integrity, honesty, courtesy, fairness, and respect.

Contractor agrees to establish commercially reasonable ethical standards for all staff employed by CONTRACTOR. Prior to referral to COUNTY, PROVIDERS shall be informed of the need to establish, for themselves the same or satisfactory ethical standards as required by COUNTY, such standards to be provided in writing by COUNTY so they can be shared with the PROVIDERS prior to referral. The standards shall include compliance with applicable state and federal regulations for safeguarding client information. CONTRACTOR agrees to require PROVIDERS to participate in orientation and trainings reasonably required by COUNTY on the established ethical standards provided by COUNTY to PROVIDER. Written policies and procedures shall be established that ensure organizational and individual compliance, such standards shall be provided in writing to PROVIDER by COUNTY.

18. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing Medical Services that enables that system, agency or those persons providing Medical Services to work effectively in cross-cultural situations. CONTRACTOR shall require PROVIDER, upon retention for Medical Services, to attend any necessary cultural competency trainings that are designed for COUNTY staff that are responsible for providing specialty mental health services (CCR 1810.211 & CCR 1810.410), as required by COUNTY. CONTRACTOR shall require that the PROVIDER, if necessary and upon reasonable request, make available to COUNTY evidence of such trainings, staff attendance, and course content within 30 days of completion or upon request of COUNTY. PROVIDER shall be required by COUNTY to use professional skills, behaviors, attitudes and policies in their systems that ensure the system, or those being seen in the system, will work effectively in a cross cultural environment as a condition of referral.

19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR agrees, and will contractually require PROVIDER to agree and assure COUNTY, as applicable, that the parties and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws,

regulations, and ordinances and to not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of Medical Services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of Medical Services are free from such discrimination and harassment.

As applicable, CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws. They shall include this nondiscrimination provision in all subcontracts related to this Agreement.

CONTRACTOR represents and will require PROVIDER to represent that, as applicable, they are in compliance with and agree that they will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

20. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, CONTRACTOR shall require PROVIDER to agree that technical data, evaluations, reports, documents, or other work products developed by PROVIDER related to the Medical Services provided by PROVIDER hereunder ("Records") shall be the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the Medical Services authorized hereunder. In the event of termination, all finished or unfinished Records, documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. PROVIDER must submit all documentation, assessment, evaluation, diagnosis, progress notes, prescriptions for entry into the COUNTY'S Electronic Health Record. The PROVIDER has the option of direct entry of Medical Services into the Electronic Health Record. PROVIDER may retain copies thereof for its files and internal use. Any publication of information derived from work performed or data obtained in connection with Medical Services rendered under this Agreement must first be approved by COUNTY.

21. QUALITY OF SERVICE

CONTRACTOR shall require PROVIDER to, perform Medical Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and PROVIDER shall be responsible for the professional quality, accuracy, completeness, and coordination of all reports, information, and other items and Medical Services furnished under this Agreement.

CONTRACTOR shall require PROVIDER to, comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing Medical Services.

CONTRACTOR shall require PROVIDER to, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports and other related items or Medical Services. CONTRACTOR shall cooperate in removal of PROVIDER immediately upon reasonable notice from COUNTY.

22. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

Each party shall use commercially reasonable efforts to comply with the provisions of the contract to the reasonable satisfaction of the other party.

23. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

24. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR .

25. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the applicable professional standards of their trade or field of expertise, all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of CONTRACTOR Services as defined in this Agreement.

26. COMPLIANCE WITH STATE LAWS AND REGULATIONS

CONTRACTOR and COUNTY agree, and CONTRACTOR shall require PROVIDER, in capacities established herein, to comply with all applicable State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters, to the extent applicable to such CONTRACTOR, PROVIDER and COUNTY, their sub-grantees, contractors, or subcontractors, and their work.

27. COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COUNTY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from full responsibility under this Agreement.

28. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the Contractor Services under this Agreement All Contractor Services required hereunder will be performed by CONTRACTOR, and all personnel engaged in the work shall be qualified to perform such Contractor Services.

29. FEDERALLY EXCLUDED INDIVIDUALS AND ENTITIES

PROVIDERS and any employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with federal program requirements, are presently designated or who will become designated as ineligible persons or are identified for exclusion from involvement in federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program.

CONTRACTOR shall use best efforts using industry standard verification methods to perform on-going exclusion reviews of current employees and of the PROVIDERS to ensure that COUNTY does not hire or contract with any individual or entity under sanction or exclusion by the federal government. As an outcome of on-going exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that CONTRACTOR has used best efforts using industry standard verification

methods to check that no current employees, subcontractor or agent or PROVIDER is on the list of Excluded Individuals and Entities of the Office of the Inspector General (U.S. Department of Health and Human Services), and the General Services Administration's Excluded Parties Listing system (42 USC Section 1320) CONTRACTOR will provide evidence to the COUNTY of ongoing exclusion reviews by the 5th of each month. CONTRACTOR shall provide checks for the following exclusion databases:

OIG(Office of Inspector General), SAM(System Award Management), Medi-Cal (DHCS), BBS(Board of Behavioral Sciences), NPI(National Plan and Provider Enumeration), SSDMF(Social Security Death Master File).

Or they may choose to have the county run the checks and must provide the SS#, license #, NPI# and DEA#. Failure to comply may lead to contract termination.

30. APPLICABLE LAW AND VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Mariposa County, unless the parties agree otherwise or are otherwise required by law.

The CONTRACTOR and COUNTY shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

31. WAIVER

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

32. BREACH OF CONTRACT

Upon breach of this Agreement by a party, the non-breaching party shall have all remedies available to it both in equity and/or at law. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a **Force Majeure** event.

33. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

34. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the COUNTY. CONTRACTOR shall ensure that no

COUNTY officer or employee, whose position in the COUNTY enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

35. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

36. SUBCONTRACTS - ASSIGNMENT

The parties agree that they shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining prior written consent by the other party. Both parties remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Both parties shall be held responsible for the performance of any subcontractor.

37. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. With the exception of payment for actual services incurred during the performance hereunder, compensation due from the COUNTY, may be adjusted in proportion to the benefit received despite the removal of the effected provision, provided that both parties mutually agree in writing.

38. DISCLAIMERS

CONTRACTOR will require that each PROVIDER as a medical professional will enter into an agreement with CONTRACTOR that ensures that the PROVIDER understands and agrees that California Medical ethics and laws require them to be independent contractors and that their participation as a PROVIDER is expressly conditioned upon their status and that they are the exclusive provider of their own health insurance, workers' compensation insurance, unemployment insurance, and processing deposits to comply with applicable State, local and Federal income and self-employment tax requirements.

39. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when signed by both parties.

40. CONTRACT WITH PROVIDER

To ensure compliance by PROVIDER with terms imposed through CONTRACTOR by this agreement, each PROVIDER will be required by COUNTY to acknowledge in writing and agree to comply with the obligations that are applicable to PROVIDER provided herein.


COUNTY OF MARIPOSA

CONTRACTOR



zorrosign 51863B8B4D1

Marshall Long, Chair
Board of Supervisors



zorrosign 51865B8B4E5

Ted Weyn, Executive
Vice President

ATTEST:

APPROVED AS TO FORM:



zorrosign 51863B8B4DB

Rene LaRoche
Clerk of the Board



zorrosign 51863B8B4C7

Steven W. Dahlem
County Counsel

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement (Contract

No.)) by and between Merced County and the other contracting party (referred to hereafter as "Business Associate").

To the extent it is determined that Jackson & Coker LocumTenens, LLC is a Business Associate under

HIPAA regulations, Business Associate shall comply with, and assist the County in complying with, the privacy and security requirements of HIPAA, codified at Title 42 USC 1320d et. seq., and its implementing

regulations, including but not limited to Title 45 CFR, Parts 160 and 164, as amended from time to time, hereinafter collectively referred to as the "Privacy Rule" or "Security Rule" as appropriate. Terms used

but not otherwise defined in this Addendum shall have the same meaning as those terms that are used

in the Privacy Rule and Security Rule.

1. Use and Disclosure of Protected Health Information:

- a. Except as otherwise provided in this Addendum, Business Associate may use or disclose HIPAA protected health information (hereafter referred to as "PHI") or electronic protected health information (hereinafter referred to as "E PHI") to perform functions, activities or services for or on behalf of the County, as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the County or the minimum necessary policies and procedures of the County component.
- b. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI/E PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such PHI/E PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and that such person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited by this Addendum, Business Associate may access PHI/E PHI to provide data aggregation services related to the health care operation of the County without disclosure of confidential information of individuals.

2. Safeguard of PHI/E PHI:

- a. Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI/E PHI not provided for by this Addendum, the Privacy Rule, or the Security Rule.
- b. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of E PHI that it creates, receives, maintains, or transmits on behalf of the County health care component as required by the HIPAA Security Rule.

3. Unauthorized Use or Disclosure of PHI/E PHI:

Business Associate shall report to the County health care component any use or disclosure of PHI/E PHI not provided for by this Addendum, the Privacy Rule or the Security Rule.

4. Mitigation of Disallowed Uses and Disclosures:

Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI/E PHI by the Business Associate in violation of the requirements of this Addendum, the Privacy Rule or the Security Rule.

5. Agents and Subcontractors of the Business Associate:

Business Associate shall ensure that any agent, including but not limited to a subcontractor, to which the Business

Associate provides PHI/EPHI either created or received by the Business Associate from or on behalf of the County health care component, shall comply with the same restrictions and conditions of this Addendum, the Privacy Rule, and the Security Rule.

6. Access to PHI/EPHI:

Business Associate shall provide access to any PHI/EPHI maintained by the Business Associate on behalf of the County health care component at the request of, and in a time and manner reasonably designated by the County health care component. The Business Associate shall also provide access to PHI/EPHI in accordance with the terms of the contractual Agreement hereunder in order for the County component to meet the requirements of the Privacy Rule and 45 CFR 164.524.

7. Amendment(s) to PHI and Addendum:

- a. Business Associate shall make any amendment(s) to PHI/EPHI that the County health care component directs or at the request of the County, and in a time and manner designated by the County component in accordance with the Privacy Rule and 45 CFR 164.526.
- b. Notwithstanding any provision to the contrary in the parties Agreement or this Addendum, the County health care component may amend this Addendum by providing ten (10) day prior written notice to Business Associate in order to maintain compliance with the Privacy Rule. Such amendment(s) shall be binding on the Business Associate at the end of the ten (10) day period and shall not require the further consent of the Business Associate. Business Associate may elect to discontinue the parties Agreement within the ten (10) day period, but the Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or termination. County component and Business Associate may otherwise amend this Addendum by mutual written consent.

8. Documentation of Uses and Disclosures:

Business Associate shall document all disclosures of PHI/EPHI and information related to such disclosures in a manner as would be required for the County health care component to respond to a request by an individual for an accounting of disclosures of PHI/EPHI in accordance with the Privacy Rule and 45 CFR 164.528.

9. Accounting of Disclosures:

Business Associate shall provide to the County health care component, in the time and manner reasonably designated by the County component, information collected in accordance with 45 CFR 164.528 and the Privacy Rule, to permit the County to respond to a request by an individual for an accounting of disclosures of PHI/EPHI pursuant to the Privacy Rule and 45 CFR 164.528.

10. Records Available to the County and the Secretary of HHS:

Business Associate shall make its internal practices and records related to the use, disclosure, and privacy protection of PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component, available to the County or to the Secretary of the Health and Human Services ("HHS") for purposes of the Secretary of HHS in determining the County's compliance with the Privacy Rule and Security Rule in the time and manner reasonably designated by the County or the Secretary of HHS.

11. Federal Health Care Exclusion:

Business Associate shall provide to the County health care component written certification that no employee, subcontractor or agent of the Business Associate is on the list of Federal Health Care Excluded Individuals/Entities.

12. Transfer or Destruction of Information on Contract Termination:

Prior to or at the time of termination, for any reason, of the parties contractual Agreement with this Addendum, Business Associate with agreement of COUNTY shall elect to comply with one of the following procedures.

- a. Business Associate shall transfer or return to the County health care component all PHI/EPHI records and information that were either received from the County component or were created or received by the Business Associate on behalf of the County component. No copies of PHI/EPHI arising from this agreement may be kept. This provision applies to relative PHI/EPHI in the possession of employees, subcontractors or agents of the Business Associate. The PHI/EPHI and any related information created or received from or on behalf of the County component are and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Any PROVIDER contacted in relation to this contract shall be advised of requirements of handling PHI and agree to accept such responsibility for Merced County files.

- b. Business Associate shall destroy all PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component. This provision shall apply to PHI/EPHI in possession of subcontractors or agents of the Business Associate. Business Associate, its employees, agents or subcontractors shall retain no copies of PHI/EPHI records or information.
- c. In the event that the Business Associate determines that neither transferring nor destroying such PHI/EPHI records or information is legally feasible, Business Associate shall provide the County health care component notification of the conditions that make transfer or destruction infeasible. Upon mutual agreement of the parties that transfer or destruction of the PHI/EPHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI/EPHI and limit as required by the Privacy Rule or Security Rule any further use or disclosures of such PHI/EPHI for so long as Business Associate, its successors, employees, agents or subcontractors, maintains such PHI/EPHI. Business Associate's obligation to maintain the security and privacy of such PHI/EPHI shall survive the termination of the parties Agreement and this Addendum.

13. Material Breach and Termination:

Notwithstanding any other provision in the parties contractual Agreement hereunder, and this Addendum, if the County health care component becomes aware of a pattern of activity(s) that violates this Addendum, the Privacy Rule or the Security Rule by the Business Associate, its employees, agents or subcontractors, and reasonable steps to cure the violation(s) within thirty (30) days from the mailing of the written notice by the County to cure the violation(s) is unsuccessful, then the County will terminate the parties Agreement and this Addendum, or if not feasible; report the violation(s) to the Secretary of the Health and Human Services. COUNTY at any time may exercise all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI/EPHI by the Business Associate, by any Business Associate employees, agents or subcontractors, or by any third party who has received PHI/EPHI from the Business Associate.

14. Indemnification and Hold Harmless:

Business Associate shall defend, indemnify and hold harmless the County and its respective employees and agents from and against any and all losses, costs, claims, damages, penalties, fines, liabilities, legal actions, judgments and expenses of every kind, including but not limited to reasonable attorney's fees, asserted or imposed by a third party against the County. or its employees or agents, to the extent arising out of the acts or omissions of Business Associate or any of its employees or agents to whom Business Associate provides PHI/EPHI related to the performance or non-performance of this Addendum and compliance with the Privacy Rule and Security Rule. For the purposes of this section, the parties agree that PROVIDERS are to be placed with COUNTY, but not considered employees, agents, subcontractors, or assigns of Business Associate or County.

15. Interpretation:

Any ambiguity in this Addendum shall be resolved to permit the County to comply with the Privacy Rule and Security Rule. If any provision of this Addendum is deemed by the court of proper jurisdiction to be illegal or unenforceable by law, all other remaining provisions and the parties intent under this Addendum are to be given full legal effect so as to further the protections of the private medical information under the Privacy Rule and Security Rule.

16. HITECH Act requirements in Chapter 156 of Title 42 of the United States Code apply to all Business Associate agreements and all Personal Health Information transfers, handling, storage and protection. Specific requirements for notification and for publication concerning improperly released information are in effect as of February 17, 2010. A business associate receiving any personal health information now has specific responsibilities for correct handling and for notice of any breach of security concerning personal health information.

Business Associate is responsible for compliance with the provisions of the HITECH Act which is presently Chapter 156 of Title 42 of the United States Code. Chapter 156 includes sections 17921 through 17953. Business Associate is now subject to the confidentiality requirements imposed upon covered entities and shall be responsible for the safe and secure handling of Personal Health Information (PHI) and specifically for secure protection of electronic and recorded records of PHI. Notice by the Business Associate to individuals whose records may have been compromised by a breach of security is required. Notice shall be by first class mail where possible, appropriate posting of information concerning the breach when contact cannot be made and, when involving 500 or more individuals, direct reporting to the Department of Health and Human Services.