

CLIENT AGREEMENT

This **CLIENT AGREEMENT** is between **Solano County** ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C", "we" or "us").

1.0 Overview

This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens healthcare providers (each, a "Contractor"). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement.

2.0 J&C Duties

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

- 2.1** Source, screen and present potential Contractors as appropriate;
- 2.2** Use our best efforts to present Contractors acceptable to you;
- 2.3** Provide for payment to the Contractor(s) for his/her fee(s);
- 2.4** Secure medical malpractice insurance coverage, where required, through our insurance carrier for Contractor(s) arranged by us to provide professional medical services to you or your assigned facility.
- 2.5** Verify or assist in obtaining Contractor licensure, as necessary; and
- 2.6** Allow you or your assigned facility to retain patient revenue generated by any Contractor(s) placed by us.

3.0 Client Duties

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

- 3.1** Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;
- 3.2** Inform J&C within forty-eight (48) business hours if any Contractor presented by J&C is already known to Client. Otherwise, the Contractor will be conclusively presumed to have been introduced by J&C. Client agrees to submit proof of a prior relationship or introduction upon request by J&C.
- 3.3** Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;
- 3.4** Supply the Contractor the cost of transportation to and from the assigned facility's community (to also include any luggage surcharges), reasonable and acceptable living accommodations outside of the assigned facility, local transportation within the community (rental car or, if a personal vehicle is used, payment based on mileage at the rate allowed by the Internal Revenue Service), and the cost of gasoline used both for local and round trips;
- 3.5** Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable, and pay any and all costs required for Contractor to be credentialed at the assigned facility and to become a member of your or its medical staff, including, but not limited to, costs of medical tests, drug screens, compliance with OSHA requirements and the like. J&C will reasonably assist you with the privilege process, if requested, at your sole cost and expense;
- 3.6** Pay all fees associated with any patient compensation fund as applicable by state;
- 3.7** Pay or reimburse J&C for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement. Client further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as Independent contractors;
- 3.8** Participate in J&C customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor.
- 3.9** Client agrees that it or its assigned facility, will verify at Client's facility the identity of any and all physicians presented by Jackson & Coker LocumTenens.

4.0 Fees

- 4.1** You agree to pay us the specific fees for each Contractor as required on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and, (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.
- 4.2** Immediately upon your acceptance of a Contractor, you agree to pay J&C a deposit in the amount of \$15,000. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.

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

4.4 A premium of one-half of the daily 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 the assigned facility, regardless of whether services are actually provided on these days (except with prior approval of J&C and the Contractor). Should the Contractor render 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 the Contractor 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.

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

4.6 Payment for each Service Record period is due immediately upon receipt of an invoice and must be paid within forty-five (45) days.

5.0 Cancellation of Coverage

J&C expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place 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 your cancellation of services:

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

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

6.0 Subsequent Placement, Recruitment or Other Usage of a Candidate

Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the amount set forth below, you may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through J&C, following completion of 60 days locum tenens coverage by that Contractor. The recruitment fee is \$45,000 for a physician, and \$35,000 for an advanced practitioner. The recruitment fee is payable for any Contractor introduced to you or the assigned facility by J&C who:

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

6.2 Accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, if you or the assigned facility personnel assist in obtaining the position or if the Contractor has privileges at any facility, organization or group owned or operated by or affiliated with you or with the assigned facility; or

6.3 Engages in locum tenens coverage for you or any of your affiliates or with the assigned facility, except through J&C, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you.

6.4 The recruitment fee is due on the first day the Contractor performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Client Agreement and whether or not either of us is in breach of any term of this Client Agreement.

In addition, should you elect to interview a candidate introduced to you by J&C for a permanent position, you agree to pay expenses related to that interview.

7.0 Status of Contractors

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

8.0 Standards of Service

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

9.0 Term

9.1 The term of this Client Agreement is for a period of one (1) year and will automatically renew for successive one-year terms unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty (30) days advance written notice of cancellation. Said thirty (30) day period shall commence upon the date of receipt of such notice by J&C. Upon termination of this Client Agreement under this paragraph, you agree to pay us all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination. You also agree to reimburse J&C for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 J&C may terminate this Client Agreement for any reason upon thirty (30) days prior written notice effective upon receipt by Client.

10.0 Mutual Indemnification

10.1 J&C shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

10.2 Client shall defend, indemnify, and hold harmless J&C, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or any negligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

11.0 General

11.1 The terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors, and any other information of J&C which we deem to be proprietary, are confidential and are provided for your internal use only in connection with your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent, unless required by law.

11.2 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

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

11.4 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by you without our prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.5 This Client Agreement does not create any rights in any person, other than J&C and Client.

11.6 J&C will retain its records and provide governmental authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1) or other applicable laws.

11.7 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by telex, facsimile or other wire transmission or (iii) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.

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



The effective date of this Client Agreement is February 11, 2020.

CLIENT: Solano County


By: _____
Birgitta E. Corsello
Title: County Administrator

Date: _____

Federal Employer ID:
94-6000538

Notice Address:
2201 Courage Drive MS 9-100
Fairfield, CA 94533
Attn: Jack Nasser
Fax: 707-784-1495

JACKSON & COKER LOCUMTENENS, LLC:

By: Dana Massey 
Dana Massey
Title: Division VP - Government

01/29/2020
03:14 PM EST
Date: _____

Notice Address:
3000 Old Alabama Rd.
Suite 119-608
Alpharetta, GA 30022
Attn: Amanda Moore
Fax: (800)936-4562



Jackson & Coker
3000 Old Alabama Road, Ste. 119-608
Alpharetta, GA 30022
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM

This Client Agreement Addendum between **Solano County** ("Client" or "you") and Jackson & Coker LocumTenens, LLC ("J&C", "we" or "us") is hereby amended as follows:

- Delete paragraph 3.4 and add the same language from paragraph 3.4 as a new paragraph 2.7 under section 2.0 J&C DUTIES. J&C pays the costs of round-trip and local transportation and lodging for the Locum Tenens Family Practice and Pediatric physicians.
- Change the numbering for paragraphs 3.5 – 3.10 to 3.4 – 3.9, due to deleting paragraph 3.4.
- Delete paragraph 4.2. The \$15,000.00 deposit is waived.
- Delete paragraph 4.3. The \$45.00 per day administrative service fee is waived.
- In both the third and fourth sentences of paragraph 4.5, change "three (3) business days" to "Five (5) business days"
- In paragraph 6.0, the recruitment fee of "\$45,000 for a physician and \$35,000 for an advanced practitioner" is hereby changed to "\$20,000.00 for each physician, nurse practitioner, physician assistant, or CRNA".
- In paragraph 9.1, delete "one (1) year and will automatically renew for successive one-year terms" and replace it with "three (3) years beginning 02/11/2020-02/10/2023".
- In paragraph 11.8, delete "Georgia" and replace it with "California".
- Add a new paragraph 11.9 as follows:
Compensation will be a maximum of one million five hundred thousand dollars (\$1,500,000) over three years, not to exceed \$500,000 per year beginning 02/11/2020 – 02/10/2023.

PAYMENT PROVISIONS

METHOD OF PAYMENT

Upon submission of a Solano County vendor claim and an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount of one million five hundred thousand dollars (\$1,500,000) over three years. Each invoice must specify services rendered, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized costs lists, and other official documentation that sufficiently support all charges under this Contract. No late fees will be paid.

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

The effective date of this Client Agreement is February 11, 2020.

CLIENT: Solano County

By: _____

Birgitta E. Corsello
Title: County Administrator

Date: _____

Federal Employer ID:
94-6000538

Notice Address:
2201 Courage Drive MS 9-100
Fairfield, CA 94533
Attn: Jack Nasser
Fax: 707-784-1495

JACKSON & COKER LOCUMTENENS, LLC:

By: Dana Massey 

Dana Massey
Title: Division – VP Government
01/29/2020
03:14 PM EST

Date: _____

Notice Address:
3000 Old Alabama Rd.
Suite 119-608
Alpharetta, GA 30022
Attn: Amanda Moore
Fax: (800)936-4562



Jackson & Coker
3000 Old Alabama Road, Ste. 119-608
Alpharetta, GA 30022
Phone: 800.272.2707
Fax: 800.936.4562

COVERAGE REQUEST - Addendum to Client Agreement

Client Name: County of Solano

OrderID: 71924

Client Contact: Anna Mae Gonzales-Smith

J&C Client Consultant: Lauren Hill

Malpractice Insurance Provided By: J & C

Range of Coverage: 02/11/2020-02/10/2021

Specialty: Family Practice


Daily \$175.00 - \$185.00 Per Hour - All rates include travel, lodging, and malpractice insurance.

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

This Addendum is made part of the Client Agreement dated: 02/11/2020.

Jackson & Coker LocumTenens, LLC
Authorized Representative:

Client: County of Solano
275 Beck Ave. MS 5-200
Fairfield CA 945336804

Signature: Dana Massey 
Date: 01/29/2020
03:14 PM EST

Client Signature: _____
Date: _____



Jackson & Coker
3000 Old Alabama Road, Ste. 119-608
Alpharetta, GA 30022
Phone: 800.272.2707
Fax: 800.936.4562

COVERAGE REQUEST - Addendum to Client Agreement

Client Name: County of Solano

OrderID: 71928

Client Contact: Anna Mae Gonzales-Smith

J&C Client Consultant: Lauren Hill

Malpractice Insurance Provided By: J & C

Range of Coverage: 02/11/2020-02/10/2021

Specialty: Pediatrics


Daily \$170.00 - \$200.00 Per Hour - All rates include travel, lodging and malpractice insurance

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

This Addendum is made part of the Client Agreement dated: 02/11/2020

Jackson & Coker LocumTenens, LLC
Authorized Representative:

Client: County of Solano
275 Beck Ave. MS 5-200
Fairfield CA 945336804

Signature: Dana Massey 
Date: 01/29/2020
03:14 PM EST

Client Signature: _____
Date: _____