

July 24, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Personal Services Contract with Jackson & Coker Locum Tenens to provide as-needed medical, dental, and psychiatric providers. Contract Value is \$500,000 for 5 years. Funding is through Health Centers Fees for Services. No County General Funds are involved.

Previous Board Action/Review	No Previous Board Action		
Performance Clackamas	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes: Amanda Keller	Procurement Review	Yes
Contact Person	Sarah Jacobson	Contact Phone	503-742-5303

EXECUTIVE SUMMARY: The Health Center Division of Health, Housing, and Human Services Department requests approval of a Personal Services Contract with Jackson & Coker Locum Tenants, LLC. The purpose of this agreement is to provide Locum Tenens temporary providers for the Clackamas County Health Centers Division. These locum tenens providers will be engaged on an as-needed basis to ensure continuity of care during periods of staff leave, vacancy, or unexpected staffing shortages. The agreement encompasses the temporary placement of qualified professionals in the following clinical roles: Physicians, Nurse Practitioners, Psychiatrists, Dentists, and Physician Assistants. By maintaining access to these essential providers, the Health Centers Division ensures uninterrupted delivery of services to the community.

Clackamas County operates a total of nine clinics that offer a range of services, including primary care, school-based health services, dental care, and behavioral health support. In the calendar year 2023, the Health Centers Division served approximately 16,858 patients across its network of clinics. This patient population accounted for a total of 106,340 visits, underscoring the critical importance of maintaining fully staffed clinical operations.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this agreement (12185) with Jackson & Coker Locum Tenants LLC and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing & Human Services

For Filing Use Only

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001397 H3S #12185**

This Personal Services Contract (this “Contract”) is entered into between Jackson & Coker LocumTenens, LLC (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of the Health Centers Division of its Health, Housing and Human Services Department.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2030.
2. **Scope of Work.** Contractor shall provide the following personal services: **Locum Tenens to Provide Placement of Medical, Dental, and Psychiatric Providers** (such locum tenens staffing, “Work”), further described in **Exhibit A**. Contractor agrees to perform the Work in accordance with the Immunization Requirements in Exhibit C.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, an amount not to exceed **One Hundred Thousand Dollars per fiscal year (July 1 – June 30), with a total amount not to exceed Five Hundred Thousand Dollars (\$500,000)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Because this Contract is on an on-call or as-needed basis, and the exact amount of work County may require is unknown, nothing herein shall be construed as a promise to pay Contractor the entire \$500,000.00 authorized under this Contract.

Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to:
HealthCenterAP@clackamas.us

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference

and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

Locums housing reimbursement shall be capped at \$2000 dollars per month based on Housing and Urban Developments (HUD) fair market rent calculations.

https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2025_code/2025summary.odn

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C

7. Contractor and County Contacts.

Contractor Administrator: Darla Lopez Phone: 800-272-2707 Email: government@jacksonandcoker.com	County Administrator: Adam Kearn Phone: 971-276-5002 Email: AKearn@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit

between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its agents or employees, not to include independent-contractor providers. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract, unless solely caused by negligence or intentional misconduct by the County.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the County agrees to indemnify and defend Contractor, and its employees, agents, and subcontractors, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon the County's negligent acts or omissions in performing under this Contract, unless solely caused by negligence or intentional misconduct by the Contractor.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor will source, screen, and present medical providers on a locum tenens basis, which medical providers will be Contractor's independent contractors. As such, providers will perform their Work independently and Contractor will not exercise control over the means or manner in which providers perform their Work. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material

change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input checked="" type="checkbox"/> Medical Liability endorsement with limits not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no

rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work of staffing locum tenens providers; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(12)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. Criminal Background Check Requirements.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. Key Persons.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 31. Reserved.**
- 32. Abuse Reporting.** Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-45-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.
- 33. HIPAA Compliance.** To the extent that County may be a “Covered Entity” as defined by HIPAA, and would therefore be subject to applicable requirements, including but not limited to, requirements to enter into certain contracts with their “business associates,” by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by Contractor. Specifically, the Parties acknowledge that under HIPAA, Locum Tenens provided hereunder are considered part of County's workforce and to that end, all Protected Health Information (“PHI”) is created, viewed, used, maintained and otherwise stored and safeguarded in County's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for Contractor to provide Locum Tenens as part of County's temporary workforce and Contractor will not request or receive PHI from County without appropriate legal authority.
- 34. Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE

ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Jackson & Coker LocumTenens, LLC

Clackamas County

Matt Hale 07/07/25
Matt Hale (Jul 7, 2025 13:19 EDT)

Authorized Signature Date

Chair Date

Matt Hale, SVP Finance

Name: _____

Name / Title (Printed)

Approved as to Form:

366233-95
Oregon Business Registry #

Amanda Kelly 7/7/2025
County Counsel Date

FLLC/GA

Entity Type / State of Formation

EXHIBIT A
RFP 2025-19



REQUEST FOR PROPOSALS #2025-19

FOR

**LOCUM TENENS TO PROVIDE PLACEMENT OF MEDICAL, DENTAL, AND
PSYCHIATRIC PROVIDERS**

BOARD OF COUNTY COMMISSIONERS

CRAIG ROBERTS, Chair
PAUL SAVAS, Commissioner
MELISSA FIRESIDE, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner

Gary Schmidt
County Administrator

Thomas Candelario
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: April 2, 2025

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	February 25, 2025
Protest of Specifications Deadline.....	March 6, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 24, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time....	April 2, 2025, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 1, 2025

TABLE OF CONTENTS

Section 1 – Notice of Request for Proposals

Section 2 – Instructions to Proposers

Section 3 – Scope of Work

Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 2, 2025** (“Closing”), to provide Locum Tenens to provide placement of Medical, Dental, and Psychiatric providers. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00012934

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.28 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide qualified Locum Tenens to provide placement of Medical, Dental, and Psychiatric providers.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County, on behalf of Clackamas County Health Centers Division (“CCHCD”), is seeking to award multiple contracts to qualified Locum Tenens to provide placement of Medical, Dental, and Psychiatric providers. Clackamas County operates nine clinics including: primary care, school based, dental, and behavioral health clinics. In 2023, there were approximately 16,858 patients with approximately 106,340 total visits.

Definition of Providers, hereinafter, is defined as follows: Physicians, Nurse Practitioners, Psychiatrists, Dentist, and Physician Assistants.

3.3. SCOPE OF WORK

3.3.1. Scope:

Responsibilities of the Proposer:

- Uses best efforts to identify assignments acceptable to CCHCD. Screen and obtain references for identified Assignment, including verification of licensure and certification(s).
- Pays assignments on behalf of CCHCD for services rendered and at rates agreed to by CCHCD and Proposer.
- Proposer shall be responsible for compensating and contracting directly with provider(s).
- After arrangements have been made for a provider to furnish coverage at a CCHCD clinic, in response to a requested Assignment, Proposer will confirm the requested Assignment in writing via an acknowledgement sent to CCHCD. Each confirmation shall include the name and specialty of provider furnishing services, the dates and location of the Assignment, the Fees for the Assignment, the applicable Contract Buyout Fee and deviations to the Agreement for the Assignment, if any. CCHCD will evaluate if they are agreeable to selection of Assignment. The selection of Assignment will be mutually agreed upon in writing between Proposer and CCHCD. All Assignments are binding, unless CCHCD objects to incorrect Confirmations.
- Proposer shall require each provider furnishing services to be appropriately licensed in the State or Oregon. Provider shall be responsible for maintaining his or her license in good standing.

- Each provider shall be directed to complete the Certification Statement, Worker's Compensation Exempt Form and Confidentiality Agreement prior to the start date of any Assignment.
- Proposer will provide a Certificate of Insurance for: General Liability, Professional Liability, must include a rider for Abuse and Molestation, Auto Liability, Workers' Compensation Insurance (if the Proposer is a Recruiting Agency). Additionally, Proposer will carry adequate Malpractice Insurance that meets County thresholds.
- All fees collected for patient services belong to CCHCD.
- CCHCD may request an unlimited number of assignments from Proposer.

Responsibilities of CCHCD:

- CCHCD may reimburse for travel and housing allowances if provider is not from the local area. The reimbursement will not exceed the current ***GSA rate for the Portland Area*** and applicable at the time of reimbursement. Daily mileage costs associated with traveling to and from assignment is the responsibility of the Proposer and Provider; CCHCD will not reimburse for daily mileage.
- CCHCD shall furnish Practice Descriptions and establish work schedule. For each assignment, CCHCD shall provide a Practice Description and agree to not request provider to perform work which materially deviates from the Practice Description.
- CCHCD shall provide each provider with a reasonable work schedule, the details of which shall be outlined in the Practice Description for each assignment.
- CCHCD acknowledges that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters. CCHCD shall be responsible to provide each assignment with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment.
- CCHCD shall pay Proposer fees for provider coverage for each assignment as specified in the confirmation letters.
- Compensation for a total maximum buyout of the assigned provider will be \$10,000.

Payment Schedule:

Paid bi-weekly through an invoice and are determined based upon provider's hours and work record.

3.3.2. Work Schedule:

General Clinic Hours: Monday through Friday between 7:00AM and 6:00PM. Locum Tenen may be asked to work between the hours of 7:00AM to 8:00PM as a standard workday. No overtime is expected, however, hours will be reflected in this extended work time period. Complete chart documentation daily to be performed by: Physician, Nurse Practitioner, Psychiatrists, Dentists, Physician Assistant's, and other licensed providers.

3.3.3. Term of Contract:

The term of these contracts shall be from the effective date through **June 30, 2030** with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with

Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- ABUSE REPORTING.** Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-45-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Medical Liability endorsement with limits not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
- Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Provide a narrative of your organization and explain why it can meet the need for placement of medical providers.
- Provide a description of your experience and successful placement of temporary medical engagements.
- Provide a description of any past experience placing medical providers in Federally Qualified Health Centers

5.3. Scope of Work

- Describe your process to recruit and screen candidates.
- Describe how you supervise or monitor a locum tenen while on assignment.
- Describe your buyout process.
- Describe your process for termination procedures of a provider.

5.4. Fees

Fees should be on a time and material basis or fixed fee basis]. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide three (3) references from Pacific Northwest clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2025-19

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT B
CONTRACTOR'S RESPONSE

Request for Proposals - #2025-19

Locum Tenens to Provide Placement of Medical, Dental, and Psychiatric Providers

April 2, 2025



**Jackson
+ Coker**
LOCUM TENENS

Cover Letter

April 2, 2025

Thomas Candelario
Contract Analyst

Re: Request for Proposal #2025-19

Dear Thomas Candelario,

Jackson + Coker Locum Tenens (Jackson + Coker) is pleased to submit our proposal to Clackamas County. Access to physicians and advanced practitioners is crucial to serving your patient's health needs across the state of Oregon. Jackson + Coker will help deliver better patient care by connecting you with providers who fit your culture, priorities, and goals. With a nationwide reach, specializing in locum tenens, locums-to-permanent, and virtual care, we bring transparency and stability to healthcare staffing.

Throughout our 40 years in the locum tenens industry, we have successfully proven ourselves as a trusted and reliable vendor and partner. We are tremendously proud of the impact we have made in helping our government clients improve the lives of its citizens and communities. As one of the leaders in providing locum tenens services, we deliver proactive, concierge-level service, and take care of the details so you can focus on patient results.

A cross-specialty database enables us to deliver on your precise staffing needs so that you can equip your community with the most-suited providers possible. As a result, our clients and providers receive personalized service and open communication through every step.

We appreciate the opportunity to bid, serve, and partner with you to connect providers to your community to transform lives.

Sincerely,

Darla Lopez

Darla Lopez
Director, Government
Jackson + Coker Locum Tenens
2655 Northwinds Parkway
Alpharetta, GA 30009
E-mail: government@jacksonandcoker.com

Table of Contents

Cover Letter..... 1

Table of Contents.....2

5.2 General Background and Qualifications.....3

5.3 Scope of Work.....6

5.4 Fees.....11

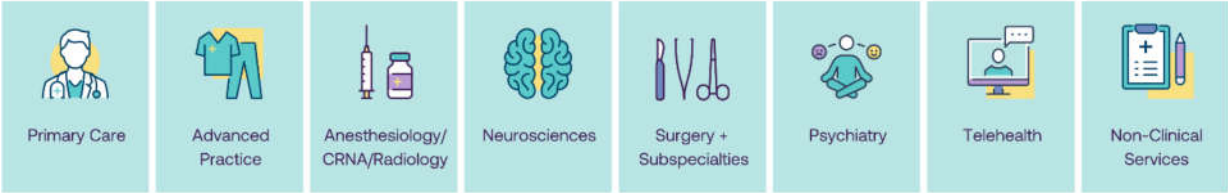
5.5 References.....12

5.6 Proposal Certification.....14

5.2 General Background and Qualifications

Connecting providers + communities to transform lives.

Jackson & Coker LocumTenens, LLC (Jackson + Coker) helps healthcare organizations of all sizes deliver better patient care by connecting you with physicians and advanced practitioners who fit your departments' unique needs. Headquartered in Alpharetta, Georgia, we have established ourselves as a preferred partner for recruitment services. For over 40 years, Jackson + Coker has prioritized customer needs, focusing on finding the right physician or advanced practitioner for each assignment in both the commercial and government sectors. We employ over 300 full-time associates who support medical specialty teams, including:



Jackson + Coker has remained at the forefront of innovation and evolution of the locum tenens industry. In placing providers in over 40 medical specialties, our consultants fill essential, mission-critical staffing needs at cost-effective rates. During the last year, Jackson + Coker served nearly two million patients in 700 communities by placing physicians and advanced practitioners in assignments nationwide.

Company history.

Since 1978, we have provided unparalleled healthcare staffing services. Jackson + Coker is a subsidiary of Jackson Healthcare (JH), a “family of companies” that provides hospital services and physicians, nurses, advanced practitioners, and other physician-related services to support the delivery of timely, high-quality patient care.

As a result of the tremendous growth experienced since 2000, Jackson Healthcare is positioned within the healthcare staffing industry as:

- Sixth largest healthcare staffing firm.
- Second largest locum tenens organization.

We believe Jackson + Coker stands out in the industry due to our unique ability to cultivate purposeful relationships and deliver positive outcomes. We accomplish this through the following:

- Custom, turnkey staffing solutions in all 50 states.
- Designated consultants who proactively care for your needs.
- Innovation through our telehealth platform and staffing services.
- Thorough contract administration and time-sensitive reporting.
- A continuous line of dialogue and feedback.

Government expertise.

Our experience includes successful partnerships with government entities and agencies, recognizing that each client brings a unique set of needs and challenges that we are familiar meeting with tailored customer service. Our government clients have included, but are not limited to:

- Mental health agencies.
- Department of Veterans Affairs hospitals and community-based outpatients clinics.
- State and county hospitals and mental health facilities.
- State and county correctional facilities.
- Military contracts.
- Indian health medical treatment facilities.
- Federally Qualified Health Centers (FQHCs)

Jackson + Coker has extensive experience placing psychiatric and medical services. We work with each client to determine a seamless and effective solution to cover their clinical staffing needs. Over 50 percent of our government business is related to psychiatry clients and facilities. The following list is a few of our clients whom we've partnered with to meet their staffing needs and serve more patients:

- Oregon State Hospital
- State of Washington – DSHS
- Plumas County Behavioral Health
- State of Hawaii Behavioral Health
- Family Health Centers of San Diego
- Kairos Northwest
- Riverside County Behavioral Health
- Golden Valley Health Centers
- Fresno County Behavioral Health
- Monterey County Behavioral Health
- Calaveras County Behavioral Health
- Lane County
- Multnomah County Health Department

We understand the unique challenges that Federally Qualified Health Centers (FQHCs) face in providing quality healthcare to underserved communities. Our comprehensive staffing solutions are designed to address these challenges head-on. With our support, you'll be able to focus on what matters most—patient care—while we ensure that your staffing needs are consistently met. Our team understands the high turnover rates and burnout risks that often affect healthcare staff in FQHCs, and we're here to provide scalable, cost-effective staffing solutions that help maintain continuity of care. Partnering with us means you can ensure your facility remains well-staffed, compliant with federal regulations, and capable of responding quickly to changing demands, all while staying within your budget.

Golden Valley Health Centers (GVHC) is a Federally Qualified Health Center (FQHC) that serves nearly 150,000 patients in the Central Valley. Their mission is to ensure everyone has access to quality healthcare regardless of their ability to pay. Jackson + Coker continues to support Golden Valley Health Centers and their mission. Since 2023, we have placed eight providers, including Family Practice Nurse Practitioners and Physician Assistants, a Pediatric Physician Assistant, OBGYNs, Pediatric Physicians, and Women's Health Nurse Practitioners.

Jackson + Coker specializes in temporary medical placements, a core focus since our inception. In the Pacific and Pacific Northwest regions, we currently have 174 contractors actively working in psychiatric and family medicine positions. As of April 2025, we have successfully placed 42 providers in the specialties you require support for. Since 2022, we have placed 708 providers in psychiatry and family medicine across Washington, Oregon, California, and Hawaii alone. Many of our assignments last for six months or longer, with providers continuing in the same roles for multiple years. This demonstrates our ability not only to fill positions but also to ensure longevity and continuity of care, meeting the county's needs effectively.

A proactive approach to staffing for a steady supply of candidates.

Jackson + Coker serves commercial and government clients nationwide. For decades, we have placed top providers in assignments, partnering with clients like you to deliver critical healthcare services to patients and communities. We place physicians and advanced practitioners across over 40+ medical specialties.

We serve our clients by meeting staffing requirements, including anticipated and unanticipated coverage demands. We take a proactive approach to fulfilling the needs of our clients by developing a multi-faceted recruitment strategy. While presenting proficient providers to specific positions, we also continue sourcing top talent into a pool of candidates to quickly draw on for future client needs. A chief concern of healthcare organizations is sustaining patient care continuity. With that in mind, our consultants aim to retain the locum tenens professionals who have demonstrated exceptional clinical skills and customer service. We work with several providers who have practiced at client facilities for over a decade.

Jackson + Coker has developed one of the largest databases of providers within the physician staffing industry, which houses over 700,000+ physicians and advanced practitioners in over 40+ medical specialties. We use this information not only to seek out active providers but also to find referrals for those seeking new opportunities.

Our consultants develop authentic relationships with physicians and advanced practitioners to learn their preferences – personally and professionally – to achieve more significant outcomes for you, the provider, and most importantly, patients. We also leverage industry relationships and marketing strategies, including:



With all eight specialty teams using these marketing strategies across highly focused territories, we continuously nurture relationships while increasing our pipeline of candidates. As part of this proactive approach, we prescreen candidates based on their credentials, references, suitability to perform requirements, and availability to provide uninterrupted coverage. We carefully review the scope of services to help our physicians comply with all the contract assignment requirements and monitor each assignment to make sure that all the terms and conditions are being met.

A dedicated contract administrator is assigned to you.

Jackson + Coker has a team of contract administrators who manage and maintain all aspects of the government contract process. They take care of the details that go into the complex contract process to help achieve a mutually beneficial contract and support contract compliance. Critical functions of the contract administrators include the following:

- Clarify any questions with contract officers concerning any language, scope, or requirements.
- Serve as a liaison between internal and external stakeholders.
- Engage in proactive communication and customer service, focusing on customer care and satisfaction.

5.3 Scope of Work

Strategic Staffing Plan.

Jackson + Coker has designed and implemented a successful staffing plan to meet the needs of University of Clackamas County. Key elements include:



Understand the staffing need.

We carefully review each assignment’s scope to enhance our understanding of the client’s needs. Orders may vary according to staffing requirements. To fill each assignment, Jackson + Coker assigns a designated consultant to oversee orders and overall customer experience. In addition, due to the multitude of specialties, we can provide one or two single points of contact to assist in facilitating open assignments.

Source suitable candidates.

Our consultants are skilled in sourcing and vetting candidates who align with the assignment scope and agency goals. We work diligently to develop long-term relationships with physicians and advanced practitioners to create a pipeline of candidates available for placement. Consultants strategically source candidates from:

- Referrals from top-rated locums physicians and advanced practitioners who enjoy working with Jackson + Coker.
- An extensive database of physicians and advanced practitioners.
- Marketing opportunities on top healthcare recruitment job boards.

- Direct email campaigns, weekly specialty emails, and personalized communication.
- Use of social media platforms to market open jobs.

Carefully screen candidates.

Our screening process determines which providers meet the qualifications of the organization's staffing needs. Furthermore, our associates verify that there are no "red flags" in the provider's background, which might affect performance. During the application process, providers are reviewed for the following issues:

- Restrictions or limitations to any clinical privileges.
- Restrictions or limitations to any professional memberships or certifications.
- Restrictions or limitations to participation in any private, state, or federal health insurance program.
- Physical or mental conditions, including alcohol, and drug dependency.

Once we have a suitable candidate, we present the provider for your review. After a provider has been selected, and if necessary, associate will coordinate an interview between the provider and a facility representative.

In-house verification.

Once a physician or advanced practitioner is selected, we provide in-house primary source verification and licensing assistance if necessary. Verification includes a risk review, audits, reference reviews, and pulling verifications. We use MD-Staff to help streamline and automate the process and provide continuous monitoring. Additionally, malpractice insurance is included in this part of the process, and we negotiate top-rated coverage. After the provider completes the internal verification process, Jackson + Coker associates prepare the necessary documentation for the facility or agency Medical Staff Office (MSO).

Provide privileging assistance.

We have dedicated specialists who can assist healthcare organizations with privileging candidates offered for placement consideration to help expedite the process. We gather the required information for privileging and forward documentation to the MSO for review once completed. In addition, our team will adhere to any background check, as necessary.

Schedule providers accepted for clinical assignment.

Our service coordinators handle all aspects of provider scheduling. In addition, they coordinate travel arrangements and handle other incidentals to help providers begin their assignments on time. During your provider's assignment, your consultant will remain in contact with you and the provider to make sure you're both satisfied.

In addition, our consultants understand that it's essential to identify potential providers available to complete assignments should substitutions or replacements arise. Ideally, we will have a pool of candidates who have already completed the internal verifications process and are ready for emergency privileging. As part of our commitment to customer satisfaction, our team periodically follows up with providers and clients to see that contract requirements are being met and mitigate any potential issues that might occur.

Monitoring a locum tenens provider while on assignment.

Meeting quality standards throughout the recruitment process is essential to fulfilling our commitment to customer service excellence. Our three distinct approaches are designed to emphasize Jackson + Coker's quality assurance and improvement plan.

Adhering to standards: Providing thorough prescreening and verification of potential candidates for locum tenens placement.

Internal compliance: Checking that internal processes and procedures are being followed and comply during audit reviews.

Quality enhancement: Promoting internal quality enhancement and encouraging providers to adhere to quality standards while performing their clinical duties.

Compliance and quality audits essential functions.

We place priority on ensuring our verification and screening process complies with national quality assurance standards (NCQA). Jackson + Coker's compliance personnel oversee our internal auditing reviews of provider files with the overall goal of adhering to NCQA standards. Audits are completed on all files in order to monitor the accuracy and work performance of the verification coordinators. Compliance responsibilities include:

- Audit 100% of provider files submitted by the verification coordinators.
- Monthly audit reports including trend identification and "opportunities for improvement" to provide individual and department-level performance improvement plans.
- During the audit and monitoring process, identify and analyze areas of improvement and formulate recommendations.
- Identify gaps and develop and implement systems for continuous monitoring oversight and enhancement.
- Work with risk management on procedures and file review, including the peer review process.
- Directly interact with the leadership team to improve existing processes and implement new processes as needed.

Promoting quality enhancements by understanding your needs.

Jackson + Coker strives to promote continuous improvement throughout the recruitment process and during the provider's assignment. When beginning each assignment, providers must understand client expectations. Clear objectives allow us to tailor our recruitment efforts to source and vet providers who meet your needs. Our consultants strive to thoroughly understand these requirements and match the right candidate with the right assignment.

Performance reviews.

Jackson + Coker does not provide medical services nor offer our providers employment. Instead, providers perform as 1099 independent contractors. As independent contractors working at client facilities, they treat patients under the supervision of the client's clinical staff. As a healthcare staffing company, we do not monitor clinical performance, nor are we qualified to monitor the clinical performance of our contract providers. However, as part of our quality assurance process, we solicit feedback on provider performance during and after the assignment.

Additionally, we survey our clients for feedback related to the entire locums' experience after the conclusion of assignments. In addition to our internal assessment of performance, clients may have specific performance requirements that must be met throughout the assignment. Our physicians and advanced practitioners are expected to provide medical services that consistently meet the defined criteria. Quality assurance and improvement are achieved through ongoing monitoring of the provider's

clinical performance through continuous client feedback.

Quality initiatives participation.

A key responsibility of our associates is to encourage our providers to comply with your quality assurance and improvement initiatives. Typically, contracted providers are expected to participate in all Joint Commission monitoring and evaluation processes as directed by the client.

Buyout Process.

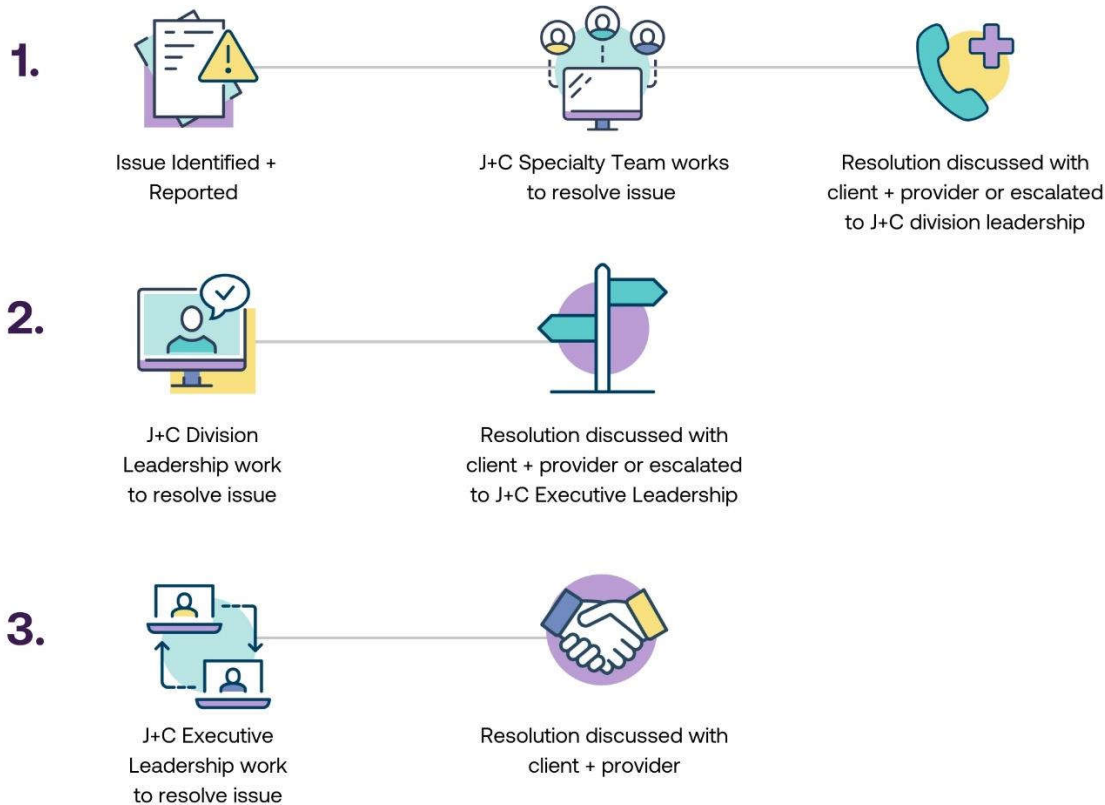
Taking a locum tenens provider on permanently can be a strategic decision that offers numerous benefits to the facility. A provider who has already demonstrated their skills, reliability, and compatibility with the team can seamlessly transition into a permanent role, reducing the risks associated with hiring a new candidate. This continuity of care enhances patient trust and satisfaction, leading to better outcomes. The provider's familiarity with the facility's processes and culture allows them to contribute more effectively to the facility's goals and initiatives, driving improvements in patient care and operational efficiency. Overall, transitioning a locum tenens provider to a permanent role can lead to long-term success for both the provider and the facility.

Jackson + Coker will be there to support the facility throughout the process of taking on a permanent placement, ensuring a smooth and successful transition. If a provider presented or placed by Jackson + Coker under this contract accepts full-time or part-time employment with the county after completing ninety (90) days of coverage, the county agrees to pay Jackson + Coker a permanent placement fee as specified in the fees section under the buyout fee.

Process for termination procedures of a provider.

As part of our concierge-level service, we will work directly with you and the provider to form a plan of action should an issue arise. Our locum tenens providers are not direct employees of Jackson + Coker. Instead, they practice as independent contractors. As such, we do not supervise or oversee medical services or supervise clinical work of independent contractors. However, our staff maintains awareness of physicians and advanced practitioners in several ways. Our consultants stay in close contact with you regarding provider performance. If termination is determined as the best course of action to be addressed, the respective consultant will discuss it with their leadership and the provider to reach a solution.

While respecting the privacy and professional concerns of the provider, leadership will investigate according to company protocol. We will make every reasonable effort to implement solutions that satisfy both the provider and the client.



For clinical or non-clinical issues, the client must contact us before a remediation or corrective action plan can be created. If a significant clinical issue occurs, please reach out immediately to make the necessary replacement.

When a client notifies Jackson + Coker of an issue with service or personnel (preferably within 48 hours of an incident), we will gather the available information/documentation and discuss possible courses of action with the facility representative and provider. The information will be reviewed and discussed with the appropriate personnel, and a strategy will be set up. After the facility has been consulted, we will initiate an action plan. This may consist of counseling and/or provider replacement. We will prioritize and devote resources to fulfill the facility’s needs quickly and efficiently as possible.

Should the provider replacement be requested, the facility has the following options:

- Allow the current physician to continue the assignment until a replacement arrives.
- Immediately remove the physician from the assignment.

With either option, Jackson + Coker will:

- Contact providers who have completed verifications with the facility.
- Begin the search for providers within the desired specialty who are located within driving distance of the facility and nationwide.
- Recruit new providers who meet the qualifications of the assignment.

As Jackson + Coker actively maintains a database of over 700,000+ providers, we will immediately begin searching for a replacement to arrange coverage. Additionally, should a provider need to resign from the assignment due to extenuating circumstances, we will provide a minimum of 30 days’ notice, whenever possible, and find a replacement provider.

5.4 Fees

Jackson + Coker Pricing						
	Hourly Rate	Overtime Rate	Night On-Call Rate	24 Hour On-Call Rate	Call Back Rate	Buyout Fee
All-Inclusive Rates - Primary Care						
Physician (Family Medicine)	\$255	\$382.50	\$500	N/A	\$382.50	\$45,000
NP/PA Primary Care	\$175	\$262.50	\$400	N/A	\$262.50	\$35,000
All-Inclusive Rates - Psychiatry						
Psychiatrist	\$275	\$412.50	\$500	\$1,000	\$412.50	\$45,000
Child and Adolescent Psychiatrist	\$285	\$427.50	\$500	\$1,000	\$427.50	\$45,000
NP/PA Psychiatry	\$180	\$270.00	\$400	\$750	\$270.00	\$35,000
Psychology	\$165	\$247.50	\$400	\$750	\$247.50	\$35,000
Hourly Rate	Rate per hour worked.					
Overtime Rate	Rate for hours worked over 40 per week.					
Night On-Call Rate	Rate to be on-call after regularly scheduled shift Monday-Friday.					
24 Hour On-Call Rate	Rate for 24-hour call. Not prorated for partial days. Overtime applies for time worked while on-call.					
Call Back Rate	Rate for when a provider is called back to worksite while on-call.					
Holiday Premium	A premium of 1.5 times the hourly rate will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day and any other holidays recognized by the assigned facility.					
Buyout Fee	Rate applies to permanent placement fee/buyout.					

5.5 References

Our concierge-level service, deep understanding of the market, and technology give a consistently seamless experience so you can staff your facility efficiently. The following references are a few success stories that speak to our ability to deliver continuous staffing solutions.

Reference 1	
Name of Client:	State of Washington- DSHS
Address:	9601 Steilacoom Blvd SW Lakewood, WA 98498
Length of Relationship:	2015- Present
Name and Title:	Bill Bungard - Medical Program Administrator
Telephone Number:	(O) 253-879-7918 / (C) 253-244-8761
Email Address:	Harold.bungard@dshs.wa.gov
Brief Summary of the Work:	Jackson + Coker has been working with the State of Washington since 2015 placing physicians and psychiatrists to meet their needs. Since 2022, we have had 9 Psychiatrists work across Western State Hospital and Eastern State Hospital. These providers assist with onsite inpatient and forensic coverage. We provide them with accurate candidates based on the requirements that each location holds. Our team continues to extend provider coverage and focuses on long-term placements as the state only accepts full-time, onsite coverage for contracts that are at least 6 months long. We continue to be a top partner with the state in providing psychiatry and recently have begun working on psychology searches as well.

Reference 2	
Name of Client:	Plumas County Behavioral Health
Address:	270 County Hospital Road Suite 109 Quincy, CA 95971
Length of Relationship:	2024- Present
Name and Title:	Sharon Sousa – Plumas County Behavioral Health Director
Telephone Number:	(530) 283-6307
Email Address:	ssousa@pcbh.services
Brief Summary of the Work:	We have 7 psychiatrists working across 3 hospitals within the county that are working together to provide 24/7/365 call coverage and to do all the counties 5150 involuntary holds. We have managed their schedule for the past year, and it has been extremely smooth. The county switched to Jackson + Coker from a telehealth company and has since been extremely satisfied with the service. The providers with Plumas County all work successfully via telehealth.

Reference 3	
Name of Client:	Kairos
Address:	1750 Nebraska Avenue. Bldg A Grants Pass, Oregon 97527
Length of Relationship:	2022 – Present
Name and Title:	Lisa Ambrose- Sr. Executive Clinical Assistant
Telephone Number:	Office (541) 956-4943 ext. 1926
Email Address:	lambrose@kairosnw.org
Brief Summary of the Work:	Our partnership with Kairos has allowed us to assist with their long-term and short-term gaps in coverage. We've had 5 psychiatrists work with them since 2022. Most often, the help is with the Residential Treatment Program for young adults. We've assisted with both in-person and telehealth needs and have helped to ensure they have adequate coverage with providers that fit their organization.

5.6 Completed Proposal Certification

PROPOSAL CERTIFICATION RFP #2025-19

Submitted by: Jackson & Coker LocumTenens, LLC
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Matt Hale Date: 4/1/25
Signature:  Title: SVP - Accounting + Finance
Email: government@jacksonandcoker.com Telephone: (800) 272-2707
Oregon Business Registry Number: 366233-95 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: Georgia

EXHIBIT C
IMMUNIZATION REQUIREMENTS

All temporary staff placed onsite at a Clackamas County Health Center clinic must meet the following immunization requirements:

- TB test upon hire (annual TBQ shall be administered for assignments for longer than 1 year after the initial TB test upon hire)
- MMR Vaccine or Positive Titer
- Varicella Vaccine or Positive Titer
- Hepatitis B vaccination (series of 3) and positive titer or declination
- Provide date of last tetanus vaccination