



Tehama County Minutes Certification

File Number: 25-1139

Enactment Number: MISC. AGR 2025-195

6. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-1139

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with LocumTenens.com, LLC, for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician's Assistants, Psychologists, and Licensed Clinical Workers to provide medical services at the amounts set forth on Exhibit "A", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/25 and shall terminate 6/30/28 (*Subject to receipt of required insurance documentation*)

Enactment No: MISC. AGR 2025-195

A motion was made by Supervisor Walker, seconded by Vice Chair Nolen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSENT: Supervisor Burroughs

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 7/1/2025.

A handwritten signature in black ink, appearing to read "Sean Houghtby".

Attest:

July 03, 2025

Date Certified

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
LOCUMTENENS.COM LLC**

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and LocumTenens.com LLC ("Contractor") for the purpose of locating and arranging for locum tenens Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Psychologist(s), and/or Licensed Clinical Social Worker(s) (LCSWs) to provide services at the placement address or by telemedicine.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall During the term of this agreement, Contractor shall:

- a) use its best efforts to locate and arrange for Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Psychologist(s), and/or Licensed Clinical Social Worker(s) (LCSWs) acceptable to County and properly licensed for the placement to provide medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below. The term psychiatrist(s) shall include psychiatrist(s) that may provide telemedicine outpatient psychiatry utilizing telemedicine tools, supplies, support personnel or equipment that is offsite and not owned or provided by the County;
 - b) Make payments to psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing medical coverage under this Agreement from payments made under this contract by County;
 - c) be responsible for providing the billing information on the form provided by the County;
 - d) shall require all psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) assigned to the County to participate in the County HIPAA (Health Insurance Portability and Accountability Act) compliance training prior to gaining access to County EMR or providing services to Tehama County beneficiaries.
 - e) ensure that all psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) have a valid National Provider Identifier prior to placement at County.
 - f) Shall comply with all contractual provisions pursuant to EXHIBIT B, "COMPLIANCE AND PROGRAM INTEGRITY" attached hereto and incorporated by reference.
- Contractor will not be responsible for any falsification of information, purposeful or not, by any employee.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this agreement, County shall:

- a) provide all instruments, tools, supplies, and support personnel necessary to enable the psychiatrist(s)/PNP(s)/PA(s)/psychologist(s)/LCSW(s) that are on-site to perform the medical services required;
- b) comply with American Medical Association, ("AMA") and governmental procedural and ethical standards relating to patient care and other operations and to provide a reasonable work schedule and suitable practice environment for the psychiatrist(s)/PNP(s)/PA(s)/psychologist(s)/LCSWs to perform medical services;
- c) shall provide HIPAA (Health Insurance Portability and Accountability Act) compliance training to psychiatrist(s)/PNP(s)/PA(s)/psychologist(s)/LCSW(s) assigned to County prior to granting access to County EMR or establishing Tehama County beneficiary caseload.
- d) have the obligation to collect, and may retain, all fees generated by psychiatrist(s)/PNP(s)/PA(s)/psychologist(s)/LCSW(s) providing services under this Agreement.
- e) maintain all telemedicine equipment used by the County in good working order and repair. County shall provide system support for all telemedicine equipment used by the County for telemedicine outpatient Services provided by Contractor.

3. COMPENSATION

County agrees to pay to Contractor at the times and in the amounts set forth on Exhibit "A", attached hereto, all amounts due for psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) services under this agreement after completing the duties described in this agreement. The total maximum compensation payable to Contractor under this agreement shall not exceed Six Hundred Thousand dollars and no cents (\$600,000.00) in any one fiscal year (July 1 – June 30). If County fails to make any payments when due, or to perform any of its obligations under this agreement, Contractor may declare termination of this agreement and shall be released from all obligations in law or equity to continue performance under this agreement. Termination shall not operate as a forfeiture of Contractor's rights under this agreement, and the rights granted by this provision shall be in addition to any other rights which Contractor may have in law or in equity.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. LITIGATION COSTS AND FEES

In the event either party brings an action or proceeding arising out of or related to this agreement or to establish the right or remedy of either party, each party shall bear its own attorney's fees and costs as part of such action or proceedings.

6. TERM OF AGREEMENT

This agreement shall commence on July 1, 2025 and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

7. TERMINATION OF AGREEMENT

County may terminate this contract immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for this agreement in any fiscal year.

Either party may terminate this agreement for convenience with no less than thirty (30) days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice.

If this agreement is cancelled for convenience by County less than thirty and more than ten (10) days prior to the scheduled commencement of locum tenens services under this agreement, County shall pay to Contractor one-half (1/2) of the total sum due under this agreement, or one-half (1/2) of the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less. If County cancels this agreement within ten (10) days prior to the commencement or after the commencement of scheduled locum tenens services under this agreement, County shall pay to Contractor the full amount called for under this agreement or the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less, plus the actual amount owing

for services rendered to the date of cancellation. These charges represent liquidated and agreed upon damages for cancellation.

If Contractor is unable for any reason to provide a psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) acceptable to County, the agreement may be terminated by Contractor upon giving written notice of termination to County. Termination shall be effective on receipt of said notice to County from Contractor, and Contractor shall thereafter return any payments received under this agreement.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

8. HIRING

This section applies only to hiring a psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) in a permanent position.

Contractor encourages County to hire psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) introduced to County in connection with this agreement for a permanent position.

County agrees to pay a hiring fee for any psychiatrist introduced to County by Contractor in the amount of Forty-Five Thousand Dollars and no cents (\$45,000.00) during Fiscal Year 25/26 defined as July 1, 2025 through June 30, 2026, Forty-Eight Thousand Dollars and no cents (\$48,000.00) during Fiscal Year 26/27 defined as July 1, 2026 through June 30, 2027, and Fifty Thousand Dollars and no cents (\$50,000.00) during Fiscal Year 27/28 defined as July 1, 2027 through June 30, 2028.

County agrees to pay a hiring fee for any PNP(s)/PA(s)/Psychologist(s)/LCSW(s) introduced to County by Contractor in the amount of Twenty-Eight Thousand Dollars and no cents (\$28,000.00) during Fiscal Year 25/26 defined as July 1, 2025 through June 30, 2026, Thirty Thousand Dollars and no cents (\$30,000.00) during Fiscal Year 26/27 defined as July 1, 2026 through June 30, 2027, and Thirty-Two Thousand Dollars and no cents (\$32,000.00) during Fiscal Year 27/28 defined as July 1, 2027 through June 30, 2028.

Hiring fees are applicable for any PNP(s)/PA(s)/Psychologist(s)/LCSW(s) if that psychiatrist(s) or PNP(s)/PA(s)/Psychologist(s)/LCSW(s):

- a) accepts a permanent position with County, or any organization or group owned by or affiliated with County, whether or not in County's actual community; or,
- b) accepts a permanent position in County's community if County deliberately provides any substantial enticements or substantially participates in any negotiations or agreements relating to that position.

The hiring fee shall be payable on the earlier of:

- a) the date any contract is made for the psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) permanent position; or
- b) the date the psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) permanent position commences.

Until the hiring fee is paid, all services by that psychiatrist/PNP/PA/Psychologist/LCSW in such permanent position shall be treated as provided through Contractor's locum tenens program, and payment for such services shall be made to Contractor as provided in this agreement in Exhibit A.

County's obligation under this paragraph will apply only to any hiring fee first payable within two (2) years of the termination of this agreement. The obligation to pay the hiring fee shall continue for the period described regardless of the date or reason of termination or cancellation of this agreement and regardless of any breach by either party of this agreement.

Notwithstanding any other provision of this Agreement, or of any other Agreement between County and Contractor, no hiring fee shall be payable if a psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) introduced to County in connection with this Agreement, or any other Agreement between County and Contractor, provides locum tenens services to any party through a locum tenens program other than Contractor. Contractor shall not be entitled to any payment whatsoever by reason of such locum tenens services.

This Section shall supersede and replace the hiring fee provisions of any prior or contemporaneous Agreement between County and Contractor, which shall have no further force or effect.

9. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

10. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

11. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

12. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses

(including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

13. INSURANCE

Contractor shall obtain and maintain continuously medical malpractice insurance coverage under Contractor's group malpractice insurance policy for all medical professionals placed with County by Contractor in at least the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per medical professional.

Contractor shall provide a certificate of such insurance naming County of Tehama as certificate holder.

An insurance binder listing County of Tehama as a certificate holder shall be issued for each medical professional placed. Insurance shall be maintained for at least five years after completion of contract work.

14. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable,

County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

16. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter

12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

17. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

18. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

19. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

20. GENERAL PROVISIONS

- a.) No Waiver: The failure of either party to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- b.) Severability: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

21. COUNTY PLACEMENT INFORMATION

Specialty: **Psychiatry or Psychiatric Nurse Practitioner or Physician Assistant**

Placement Address: 1860 Walnut St.
Mailing Address: Post Office Box 400
Red Bluff, CA 96080

Placement Telephone: (530) 527-5631

Contact Person: Mental Health Director

22. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080
(530) 527-8491

If to Contractor: LOCUMTENENS.COM LLC
2655 Northwinds Pkwy (Billing: 2575 Northwinds Pkwy)
Alpharetta, GA 30009
Ph: (800) 562-8663 Fax: (678) 221-5511
Email: GraysonAndKate@locumtenens.com

Notice shall be deemed to be effective two days after mailing.

23. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

24. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

25. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

26. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

27. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

28. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

29. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

30. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

31. QUALIFICATIONS AND PERFORMANCE OF PSYCHIATRIST/PNP/PA

If County reasonably finds the performance of any psychiatrist/PNP/PA providing coverage under this agreement to be unacceptable for reasons of professional competence or personal conduct, it shall give notice to Contractor and may then remove the psychiatrist/PNP/PA from the placement. Contractor may either replace such psychiatrist/PNP/PA in a timely manner with a psychiatrist/PNP/PA approved by County or may terminate this agreement immediately by giving notice of such termination to County. Fees calculated to the date of termination shall be paid to Contractor by County.

32. INDEPENDENT CONTRACTORS

The relationship between Contractor and County, Contractor and psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing services under this agreement, and between psychiatrist/PNP/PA providing services under this agreement and County, are each that of an independent contractor providing services. As such, Contractor does not involve itself in the

practice of medicine, nor have any responsibility for the medical acts of psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing services under this agreement.

33. DELAY

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, governmental restrictions, strikes, fires, floods, or work stoppages. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party fully informed concerning the matters causing the delay or default and the prospects of their ending.

34. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- a. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- b. Services should encourage the active participation of individuals in their own care, protect their confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- c. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- d. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- e. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- f. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- g. Contractor's staff shall receive cultural competency training and provide evidence of

such training to County upon request.

35. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct.

Tehama County Health Services Agency, (“TCHSA”) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and Contractor shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractor are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA’s dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and Contractor with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA’s own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, or the Quality Assurance Manager, or the Compliance Auditor.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractor;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;

- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractor's employees who report or suspect wrongdoing.

**36. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

The parties acknowledge that the performance of Contractor's obligations under this contract does not involve the use or disclosure of individually identifiable health information. Contractor shall not receive individually identifiable health information from the County, nor create or receive individually identifiable health information on County's behalf. Consequently, the parties hereby agree that Contractor is not a "business associate" of County for purposes of the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (HIPAA).

37. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 6-18-25

COUNTY OF TEHAMA

Jayne S. Bottke
Jayme S. Bottke, Executive Director

LOCUMTENENS.COM, LLC, a limited liability company

Date: 06/16/2025

Terrence Smith
Terrence Smith, Vice President

106086
Vendor Number

53230
Budget Account Number

Exhibit A

PSYCHIATRY

County agrees to pay Contractor per psychiatrist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$2,080- \$2,560 per day at the rate of \$260 - \$320 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$260 - \$320 per hour for hours worked on site.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$2,240- \$2,720 per day at the rate of \$280 - \$340 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$280 - \$340 per hour for hours worked on site.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$2,400 - \$2,880 per day at the rate of \$300 - \$360 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$300 - \$360 per hour for hours worked on site.

An “eight-hour day” consists of a total of eight hours during which the psychiatrist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychiatrist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

\$400 per hour for work over eight hours per day.

\$750 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,000 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless psychiatrist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of locum tenens psychiatrist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of One Thousand (\$1,200.00) dollars will be charged.

TELEPSYCHIATRY

County agrees to pay Contractor per psychiatrist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$2,080 - \$2,560 per day at the rate of \$260 - \$320 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$260 - \$320 per hour for hours worked on Telemedicine.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$2,240- \$2,720 per day at the rate of \$280 - \$340 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$280 - \$340 per hour for hours worked on Telemedicine.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$2,400 - \$2,880 per day at the rate of \$300 - \$360 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$300 - \$360 per hour for hours worked on Telemedicine.

An “eight-hour day” consists of a total of eight hours during which the psychiatrist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychiatrist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

PSYCHIATRIC NURSE PRACTITIONER (PNP) / PHYSICIAN'S ASSISTANT (PA)

County agrees to pay Contractor per Psychiatric Nurse Practitioner or Physician's Assistant:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,600 - \$1,760 per day at the rate of \$200 - \$220 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$200 - \$220 per hour for hours worked on site.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,680 - \$1,840 per day at the rate of \$210 - \$230 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$210 - \$230 per hour for hours worked on site.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,760 - \$1,920 per day at the rate of \$220 - \$240 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$220 - \$240 per hour for hours worked on site.

An "eight-hour day" consists of a total of eight hours during which the PNP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which PNP/PA is not available for scheduling as described above shall not count toward completion of the "eight-hour day" described here.

\$300 per hour for work over eight hours per day.

\$550 for each weeknight that PNP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$750 for each weekend that PNP/PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless PNP/PA is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of PNP/PA requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of seven hundred fifty (\$750.00) dollars will be charged.

**TELEMEDICINE PSYCHIATRIC NURSE PRACTITIONER (PNP) /
TELEMEDICINE PHYSICIAN'S ASSISTANT**

County agrees to pay Contractor per Telemedicine Psychiatric Nurse Practitioner or Physician's Assistant:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,600 - \$1,760 per day at the rate of \$200 - \$220 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$200 - \$220 per hour for hours worked on telemedicine.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,680 - \$1,840 per day at the rate of \$210 - \$230 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$210 - \$230 per hour for hours worked on telemedicine.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,760 - \$1,920 per day at the rate of \$220 - \$240 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$220 - \$240 per hour for hours worked on telemedicine.

An “eight-hour day” consists of a total of eight hours during which the PNP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which PNP/PA is not available for scheduling as described above shall not count toward completion of the “eight hour day” described here.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

PSYCHOLOGIST

County agrees to pay Contractor per Psychologist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,200 - \$1,600 per day at the rate of \$150 - \$200 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$150 - \$200 per hour for hours worked on site.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,280 - \$1,680 per day at the rate of \$160 - \$210 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$160 - \$210 per hour for hours worked on site.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,360 - \$1,760 per day at the rate of \$170 - \$220 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$170 - \$220 per hour for hours worked on site.

An “eight-hour day” consists of a total of eight hours during which the psychologist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychologist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

\$350 for each weeknight that psychologist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$450 for each weekend that psychologist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless psychologist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of psychologist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

LICENSED CLINICAL SOCIAL WORKER

County agrees to pay Contractor per Licensed Clinical Social Worker (LCSW):

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$960 - \$1,200 per day at the rate of \$120 - \$150 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$120 - \$150 per hour for hours worked on site.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,040 - \$1,280 per day at the rate of \$130 - \$160 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$130 - \$160 per hour for hours worked on site.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,120 - \$1,360 per day at the rate of \$140 - \$170 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$140 - \$170 per hour for hours worked on site.

An “eight-hour day” consists of a total of eight hours during which the LCSW may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which LCSW is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

\$350 for each weeknight that LCSW is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$450 for each weekend that LCSW is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless LCSW is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of LCSW requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

End of Exhibit A

Exhibit B
COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

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Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit B

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Locumtenens.com LLC

Contract Description: For the purpose of locating and arranging locum tenens

APPROVED AS TO FORM:



Date: 06/09/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel