

**AGREEMENT  
BETWEEN  
THE COUNTY OF TEHAMA  
AND  
AMN HEALTHCARE LOCUM TENENS, INC.**

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This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and AMN Healthcare Locum Tenens, Inc. (“Contractor”) for the purpose of locating and arranging locum tenens physician(s), psychiatrist(s), psychiatric nurse practitioner(s), nurse practitioner(s), or physician’s assistant(s) to provide medical services at the placement address and for the period described, subject to the terms of this Agreement.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall:

- a) Use its best efforts to locate and arrange for Family Practice Physician(s) and/or Psychiatrist(s) (“physicians”) and/or Psychiatric Nurse Practitioner(s) (“PNP”) and/or Nurse Practitioner(s) (“NP”) and/or Physician’s Assistant(s) (“PA”) 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;
- b) Make payments to physician/PNP/NP/PA 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) Have documentation that physician/PNP/NP/PA have received HIPAA (Health Insurance Portability and Accountability Act) training and compliance training that addresses fraud, waste, and abuse. Such documentation will be available to County upon request;
- e) Ensure that all physician/PNP/NP/PA 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;

- g) For the purposes of compliance with California Assembly Bill 5, Psychiatric Nurse Practitioners (“PNP”) and/or Nurse Practitioners (“NP”) and/or Physician’s Assistants (“PA”) (collectively, “AP Providers”) shall be employed by Contractor’s affiliate AMN Allied Services, LLC. County acknowledges that neither Contractor nor any of its employees, other than AP Providers, is engaged in any fashion in the practice of medicine. Contractor is not licensed to practice medicine and shall have no control as to the means or the quality of any AP Provider’s medical services, nor shall Contractor have any right or responsibility for making any determinations regarding AP Provider’s professional service assignments, schedule, or practice.
- h) Cover the cost of Up-to-Date Software for the clinical provider, if requested by County.

**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 physician/PNP/NP/PA 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 physician/PNP/NP/PA to perform medical service;
- c) Have the obligation to collect, and may retain, all fees generated by physician/PNP/NP/PA providing services under this Agreement.

**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 physician/PNP/NP/PA services under this agreement after completing the duties described in this agreement. The total annual compensation payable to Contractor under this agreement shall not exceed \$1,500,000.00 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**

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.

**5. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

**6. TERMINATION OF AGREEMENT**

If Contractor fails to perform its duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. 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 changes represent liquidated and agreed upon damages for cancellation.

If Contractor is unable for any reason to provide a physician/PNP/NP/PA 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.

## 7. **HIRING**

This section applies only to hiring a physician in a permanent position and shall not apply to the hiring of a PNP, NP or PA. Contractor encourages County to hiring physicians introduced to County in connection with this agreement for a permanent position. County agrees to pay a hiring fee in the amount of Twenty-Five Thousand Dollars and no cents (\$25,000.00) for any physician introduced to County by Contractor if that physician:

- 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.
- 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 physician's permanent position; or
- b) the date the physician's permanent position commences.

Until the hiring fee is paid, all services by that physician 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 physician 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.

**8. QUALIFICATIONS AND PERFORMANCE OF PHYSICIAN/PNP/NP/PA**

If County reasonably finds the performance of physician/PNP/NP/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 physician/PNP/NP/PA from the placement. Contractor may either replace such physician/PNP/NP/PA in a timely manner with a physician/PNP/NP/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.

**9. INDEPENDENT CONTRACTORS**

The relationship between Contractor and County, Contractor and physician/PNP/NP/PA providing services under this agreement, and between physician/PNP/NP/PA providing services under this agreement and County, are each that of an independent contractor providing services. As such, County does not involve itself in the practice of medicine, nor have any responsibility

for the medical acts of physician/PNP/NP/PA providing services under this agreement. County acknowledges that (a) physician is not an employee, subcontractor or agent of Contractor, (b) the relationship of physician to Contractor is that of an independent contractor, (c) all payments made by Contractor to physician hereunder are made on behalf of County, and (d) Contractor acts only as a placement agency.

**10. 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.

**11. CULTURAL COMPETENCY**

Contractor shall insure 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 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 Contractor shall provide evidence of such training to County upon request.

## **12. 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. Contractor will notify any Physicians assigned to County of the TCHSA Code of Conduct and that they must comply with such policy.

### **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, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration;
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, 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/PNP/NP/PA, 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) have 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.

**13. 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).

**14. 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.

**15. NONASSIGNMENT OF AGREEMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any obligations under this Agreement, or the Agreement as a whole, without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

**16. 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.

**17. INDEMNIFICATION**

Contractor shall hold harmless and indemnify Tehama County, its elected officials, officers, and employees, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death, or property being damaged by Contractor or by any person employed by Contractor in any capacity during the progress of the work, whether by negligence or otherwise. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board 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.

Notwithstanding the foregoing, Contractor's obligation to indemnify does not extend to any acts or omissions of locum tenens providers, provided that medical malpractice insurance coverage is maintained as set forth in the following paragraph.

**18. 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.

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

A certificate of insurance 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.

**19. 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.

## **20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.
- c) Consent to Fax: In order to ensure that Contractor is in compliance with state and federal law, County hereby expressly grants permission to Contractor to send all facsimile communications to any County location provided that Notices given pursuant to the terms and provisions of this agreement shall be sent by first class mail to the address set forth herein. or receive individually identifiable health information on County's behalf.

**26. COUNTY PLACEMENT INFORMATION**

**Behavioral Health**

Specialty: **Psychiatry/PNP**  
Placement Address: 1860 Walnut Street,  
Building A.  
Mailing Address: Post Office Box 400  
Red Bluff, CA 96080  
Placement Telephone: (530) 527-8491 ext. 3026  
Contact person: Natalie Shepard  
Mental Health Director

**Medical Clinic**

Specialty: **Physician/NP/PA**  
Placement Address: 1850 Walnut Street,  
Building F.  
Mailing Address: Post Office Box 400  
Red Bluff, CA 96080  
Placement Telephone: (530) 527-8491 ext. 3563  
Contact person: Laura Fierce  
Clinic Director

**27. 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: AMN Healthcare Locum Tenens, Inc.  
8840 Cypress Waters Blvd, Ste 300  
Dallas, TX 75019  
(800) 685-2272 ext. 1644  
FAX: (844) 332-8144

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

**28. 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.

**29. 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.

**30. LICENSING OR ACCREDITATION**

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

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through C, 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: 6-2-26

**COUNTY OF TEHAMA**

  
\_\_\_\_\_  
Jayme S. Bottke, Executive Director

Date: 6/2/2026

**AMN HEALTHCARE LOCUM TENENS, INC.**

Signed by:



\_\_\_\_\_  
Nicole Richardson, Senior Director

Standard Form of Agreement – Services adopted 12/08/22

**EXHIBIT A**

**PSYCHIATRY**

County agrees to pay Contractor per psychiatrist:

**\$2,600.00-\$2,896.00 per day at the rate of \$325.00-\$365.00 per hour for an eight-hour day.**

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.

**If psychiatrist works less than 8 hours during any day, then at the rate of \$325.00-\$365.00 per hour for hours worked on site.**

**\$488.00-\$548.00 per hour for work on site over eight hours per day.**

**\$650.00-\$730.00 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)

**\$2,600.00-\$2,896.00 for each weekend that psychiatrist is scheduled by County to remain on call.**

(Weekend means 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 Seven Hundred (\$700.00) dollars will be charged.

**PSYCHIATRIC NURSE PRACTITIONER (PNP)**

County agrees to pay Contractor per Psychiatric Nurse Practitioner:

**\$1,56000-\$1,800.00 per day at the rate of \$195.00-\$225.00 per hour for an eight-hour day.**

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

**If PNP works less than 8 hours during any day, then at the rate of \$195.00-\$225.00 per hour for hours worked on site.**

**\$293.00-\$338.00 per hour for work on site over eight hours per day.**

**\$390.00-\$450.00 for each weeknight that PNP 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)

**\$1,560.00-\$1,800.00 for each weekend that PNP is scheduled by County to remain on call.**

(Weekend means 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 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 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 \$520.00 will be charged.

**FAMILY PRACTICE**

County agrees to pay Contractor per physician:

**\$2,040.00-\$2,120.00 per day at the rate of \$255.00-\$265.00 per hour for an eight-hour day.**

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

**If physician works less than 8 hours during any day, then at the rate of \$255.00-\$265.00 per hour for hours worked on site.**

**\$383.00-\$398.00 per hour for work on site over eight hours per day.**

**\$421.00-\$500.00 for each weeknight that physician 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)

**\$2,040.00-\$2,120.00 for each weekend that physician 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 physician 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 Eight (\$608.00)

dollars will be charged.

**NURSE PRACTITIONER (NP) / PHYSICIAN ASSISTANT (PA)**

County agrees to pay Contractor per Nurse Practitioner / Physician Assistant:

**\$1,400.00-\$1,576.00 per day at the rate of \$175.00-\$197 per hour for an eight-hour day.**

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

**If NP/PA works less than 8 hours during any day, then at the rate of \$175.00-\$197.00 per hour for hours worked on site.**

**\$263.00-\$293.00 per hour for work on site over eight hours per day.**

**\$330.00-\$390.00 for each weeknight that NP/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)

**\$1,400.00-\$1,576.00 for each weekend that NP/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 NP/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 NP/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 \$520.00 will be charged.

## **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 - prior to enrollment and reenrollment
- B. The National Plan and Provider Enumeration System (NPPES) - monthly
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE) - monthly
- D. The System for Award Management (SAM)-monthly
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List) - monthly

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.

### **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).

*Exhibit B is three pages.*

**EXHIBIT C**

**CALIFORNIA (CA) PAY POLICY VERIFICATION**

**Required for All AMN Healthcare California Clients**

**CALIFORNIA MEAL AND REST PERIOD OBLIGATIONS.** Client shall provide AP Providers who work in California meal and rest periods in accordance with California law.

**Meal Periods**

Client shall provide AP Providers who work more than five hours in a day the opportunity to take an uninterrupted 30-minute meal period no later than the end of AP Provider’s fifth hour of work. During the meal period, AP Providers must be relieved of all job duties and free to engage in personal activities. Client shall permit AP Providers who work more than five hours but no more than six hours in a workday to voluntarily waive their meal period.

Client shall provide AP Providers who work more than ten hours in a day the opportunity to take a second uninterrupted 30-minute meal period no later than the end of AP Provider’s tenth hour of work. Client shall permit AP Providers who work more than eight hours in a day to voluntarily waive one of the two meal periods by signing a meal period waiver form.

If Client fails to provide the AP Provider with a meal period, the Client will be billed at the regular hourly bill rate for the AP Provider’s hours worked and an additional hour’s pay for the meal period.

**Rest Periods**

Client shall authorize and permit AP Providers who work more than 3.5 hours in a workday the opportunity to take a paid ten (10) minute rest period for every four hours of work or major fraction thereof. A major fraction is over two hours of work. If the Client fails to authorize or permit the AP Providers to take a rest period, the Client will be billed at the regular hourly bill rate for all hours worked and an additional hour’s pay for the rest period.

**CALIFORNIA PAY VERIFICATION.** To ensure compliance with California law, Client certifies that the following information is true and correct:

- 1. Is Client a Government facility?  Yes  No
- 2. Does Client have a collective bargaining agreement that establishes an alternate pay schedule?  Yes  No

If the answer to 1 or 2 is Yes, **STOP.**

If the answer to 1 and 2 is No, please provide info below:

3. The policy which describes Client’s current overtime payroll practice for permanent nursing staff is (mark appropriate box or boxes):

- Option 1:* Staff is paid overtime (time and a half) for hours worked in excess of eight (8) hours worked in one (1) day and forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.
- Option 2:* Staff has chosen an alternative workweek schedule (AWS), in accordance with California law AWS

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procedures. If Option 2 is checked, you are certifying to the statements below and **must also identify each unit with an alternative workweek, using the spaces below.**

*NOTE: Do not choose this option if the alternate schedule is the result of a government exemption or collective bargaining.*

a. Units with eight (8) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of eight (8) hours worked in one (1) day and forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

b. Units with ten (10) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of ten (10) hours worked in one (1) day and in excess of forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

c. Units with twelve (12) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

8-HOUR SHIFT UNITS: \_\_\_\_\_

10-HOUR SHIFT UNITS: \_\_\_\_\_

12-HOUR SHIFT UNITS: \_\_\_\_\_

Client acknowledges that Agency is entitled to rely, and will rely, on the accuracy of the representations, and that Client shall be liable for any and all costs, including penalties and third-party claims, and judgments arising from or related to Client's failure to comply with the obligations herein.

**Signed by authorized agent for:**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date

