

**TEHAMA COUNTY  
and  
HAILEY NELSON, PA  
EMPLOYMENT AGREEMENT  
For the position of Physician's Assistant**

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THIS AGREEMENT, is made and entered into this 17th day of October 2023, and shall become effective commencing the 23rd day of October 2023, by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and Hailey Nelson, PA, hereinafter called "NELSON", both of whom understand as follows:

**WITNESSETH**

WHEREAS, COUNTY desires to employ the services of NELSON as a PHYSICIAN'S ASSISTANT from the effective date hereof until October 22, 2027.

WHEREAS, COUNTY does hereby authorize the Tehama County Health Services Agency Executive Director, hereinafter called "EXECUTIVE DIRECTOR", to act as hiring authority for said position in all material respects, including but not limited to the selection, appointment, oversight, and dismissal of persons occupying said position.

WHEREAS, the EXECUTIVE DIRECTOR desires to appoint NELSON to the position of Physician's Assistant as set forth herein, from the effective date hereof until October 22, 2027.

WHEREAS, it is the desire of the COUNTY to provide certain benefits, to establish certain conditions of employment, and to set working conditions for NELSON; and

WHEREAS, NELSON desires full-time (100%) employment in the position described above.

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

**Section 1: Duties**

COUNTY hereby agrees to employ NELSON as a Physician's Assistant to perform the functions and duties as specified in the Physician's Assistant classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Health Services Agency from time to time as may be assigned by the Clinic Director or designee.

During the term of this agreement, NELSON shall, under the direction of the Clinic Director or designee, provide services on-site or in the community, based on a pre-arranged schedule established by the Clinic Director including, but not limited to, patients of the Health Services Agency Medical Clinic, Juvenile Detention Facility, and Jail.

NELSON shall be employed as a full-time, (100%) salaried FLSA exempt professional employee. NELSON shall provide Physician's Assistant services on site at the Health Services Agency Medical Clinic, Juvenile Detention Facility and Jail a minimum of 40 (forty) hours each week during the facility's normal hours of operation.

NELSON agrees to provide primary care services during normal Clinic working hours (8:00am to 5:00pm, Monday-Friday) and to complete no less than twenty-five (25) chargeable patient visits per clinic day, or one hundred and twenty-five (125) chargeable patient visits per week. If, through no fault of NELSON due to "no shows," cancellations or decreases in Clinic volume, such productivity cannot be obtained, this requirement will not apply. These chargeable visits will include Clinic, Jail, and Juvenile Detention Facility.

In addition to the foregoing, NELSON shall provide Physician's Assistant on-call services as follows: On-call services shall be scheduled for NELSON as assigned by the Clinic Director, or designee. The on-call services will typically be scheduled in one-week intervals covering off-business hours and may include holidays. The following is an example of a one-week call schedule: on-call telephone coverage from Wednesday 5:00pm until the following Wednesday at 8:00am. "Week" as referenced herein means from 5:00pm Wednesday to 8:00am Thursday, 5:00pm Thursday to 8:00am Friday, 5:00pm Friday to 8:00am Monday, 5:00pm Monday to 8:00am Tuesday, and 5:00pm Tuesday to 8:00am Wednesday. This is just an example, and the Clinic Director or designee may establish a different on-call schedule in their sole discretion.

Physician's Assistant on-call coverage shall consist of: 1) Maintaining telephonic availability to Tehama County Health Services Agency – Clinic, Jail, and Juvenile Detention Facility for telephone evaluations, consultations, and dispositional decision-making throughout the designated on-call period; and 2) Providing such telephone evaluations, consultations, and dispositional decisions when requested by Tehama County Health Services Agency.

NELSON shall provide leadership and direction to subordinate staff, assisting in the medical management of daily patient care activities of the Health Services Agency Clinic, and perform related professional and administrative services as required.

NELSON agrees to perform her work at all times in strict accordance with currently approved methods and practices in her field and in accordance with State and Federal laws and regulations.

## Section 2: Term

- A. NELSON agrees to remain in the exclusive employ of COUNTY until midnight of October 22, 2027, and further agrees to accept no other employment that is or may be inconsistent, incompatible, or in conflict with, or inimical to, NELSON's performance of her duties, functions, or responsibilities hereunder, as determined by COUNTY, unless said termination date is affected as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of NELSON to resign from her position with COUNTY, subject only to the provision set forth in Section 5 of this agreement.

- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the EXECUTIVE DIRECTOR to terminate the services of NELSON at any time, subject only to the provision set forth in Section 5 of this agreement.
- D. For purposes of determining the amount of NELSON's salary and any stipend or allowance hereunder, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

### Section 3: Health Insurance Portability and Accountability Act (HIPAA)

NELSON acknowledges that she is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations and, to the extent providing services hereunder, is a member of COUNTY's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103. NELSON agrees to use individually identifiable healthcare information obtained from the COUNTY only for purposes of providing diagnostic or treatment services to clients of COUNTY and to comply with COUNTY's policies and procedures respecting confidentiality of medical information.

### Section 4: Confidentiality

NELSON recognizes that COUNTY has and will have the following information:

All client records and any other proprietary information (collectively, "Information") which are valuable, special, and unique assets of the COUNTY. Without limiting the generality of Section 3, NELSON agrees that she will not at any time or in any manner, either directly or indirectly, use any information for NELSON's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of the Health Services Agency EXECUTIVE DIRECTOR. All applicable regulations and statutes relating to patients' rights shall be adhered to. NELSON will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement. This provision shall survive the termination, expiration, or cancellation of this agreement.

### Section 5: Termination of the Agreement

COUNTY shall have the option of terminating this Agreement for just cause related to NELSON's job performance at any time. Just cause may be defined as:

- A. NELSON's failure to maintain current licensure requirements necessary to perform tasks for which she was selected, or
- B. NELSON's inability to become or continue to be insured under the COUNTY's malpractice insurance program, or
- C. NELSON's failure to meet performance and/or minimum productivity standard of not less than twenty-five (25) chargeable patient visits per clinic day or one hundred and twenty-five (125) chargeable patient visits per week. NELSON shall not be in default if this requirement is not met due to patient no shows, cancellations, or the inability of clinic staff to schedule enough patients to meet this requirement. These chargeable visits will include Clinic, Jail and Juvenile Detention Facility, or
- D. As a result of the commission by NELSON of any significant legal or illegal act which affects or threatens to affect, materially and adversely, the business or reputation of the Tehama County Health Services Agency.

Notwithstanding the forgoing, either party, upon ninety (90) days written notice to the other party, may terminate this Agreement for convenience.

In the event of termination of this Agreement, NELSON shall be compensated for all unused earned vacation leave in the same manner as is provided for in the Memorandum of Understanding, between the County and Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, ALF-CIO, and Service Employees International Union, Local 1292, AFL-CIO effective December 1, 2019, or any successor agreement (hereinafter the "MOU").

#### Section 6: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if NELSON is permanently disabled and cannot be reasonably accommodated or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, the EXECUTIVE DIRECTOR shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the EXECUTIVE DIRECTOR due to NELSON's incapacity, or for any other reason, NELSON shall not receive any salary, stipend or other compensation hereunder once NELSON's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as county service for any purpose under this Agreement and NELSON shall not accrue vacation or sick leave benefits while on unpaid leave. During any period of non-statutory unpaid leave, NELSON may, at NELSON's option, maintain NELSON's group insurance coverage in the same manner as is provided for in Article 33.7 of the MOU.

#### Section 7: Salary

For purposes of the agreement, NELSON shall be considered an overtime exempt full-time status County employee. The salary and benefits provided under the agreement shall constitute the total compensation for all services provided by NELSON under the agreement.

COUNTY agrees to pay NELSON for her services rendered pursuant hereto a base salary, payable in bi-weekly installments at the same time as other employees of the County of Tehama are paid and subject to satisfactory job performance equivalent to the salary amounts listed below. These amounts reflect actual salary.

October 23, 2023, through October 22, 2024	\$111,148.00 Annually
October 23, 2024, through October 22, 2025	\$116,706.00 Annually
October 23, 2025, through October 22, 2026	\$122,541.00 Annually
October 23, 2026, through October 22, 2027	\$128,668.00 Annually

In the event that, during the term of this contract, the County of Tehama agrees to a percentage increase in compensation for all classifications represented by the Tehama County Miscellaneous bargaining unit, NELSON's salary will be increased by an equal percentage. Any such increase in NELSON's salary shall be effective for all calendar months commencing after the effective

date of the increase in Tehama County Miscellaneous bargaining unit classification compensation.

NELSON shall receive an incentive pay of twelve dollars (\$12.00) for each chargeable patient visit in excess of 126 or more chargeable patient visits per week including Clinic, Jail and Juvenile Detention Facility patients. Incentive pay will be determined and paid monthly and shall not accrue to any following months, nor may it be applied to vacation, sick leave, or any other employee benefits.

Notwithstanding any other provisions of this contract, COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to NELSON during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

#### Section 8: Accumulated Vacation and Sick Leave

NELSON shall accrue and have credited to her personal account, vacation, and sick leave. NELSON shall be entitled to accrue vacation leave in the same manner as is provided for in the Memorandum of Understanding, between the County and Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39 or any successor agreement then in effect. Accrual of vacation shall continue until such time NELSON has accrued a total balance of three hundred ten (310) hours, at which point the accrual of additional time beyond 310 hours shall cease. When the vacation leave balance is reduced to less than 310 hours, NELSON shall accrue vacation up to 310 hours.

After NELSON has completed five (5) years of County service, NELSON may elect to pre-designate an irrevocable cash-out of up to forty (40) hours of accumulated vacation for the upcoming calendar year. Requests under this section must be made prior to the end of the calendar year before the cash out will be made (for example, requests for the 2024 calendar year will be made before December 31, 2023).

Sick Leave shall accrue at a rate of 3.7 hours per pay period (prorated for any part-time work or unpaid leaves).

#### Section 9: Holidays

NELSON will receive the following paid holidays off work with pay ONLY IF such holiday falls on a regularly scheduled workday for NELSON:

- A. New Year's Day (January 1)
- B. Dr. Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January)
- C. Lincoln's Birthday (February 12)
- D. President's Day (3<sup>rd</sup> Monday in February)
- E. Memorial Day (usually last Monday of the month of May)
- F. Independence Day (July 4)
- G. Labor Day (1st Monday in September)

- H. Columbus Day (2<sup>nd</sup> Monday in October)
- I. Veterans Day (November 11)
- J. Thanksgiving Day (4<sup>th</sup> Thursday in November)
- K. Friday after Thanksgiving Day
- L. December 25<sup>th</sup>, known as Christmas Day
- M. Last workday before Christmas Day or last workday before New Year's Day, as mutually agreed upon between the Clinic Director or designee and NELSON. If no agreement is reached, the Clinic Director will make the determination.

If any of the foregoing holidays falls on a Sunday, the following Monday will be observed as the holiday, provided that such Monday is a regularly scheduled workday for NELSON.

If any of the foregoing holidays falls on a day that is a regularly scheduled non-workday for NELSON, NELSON will NOT be entitled to receive another workday off with pay.

NELSON shall have one (1) personal holiday (8 hours) added to her vacation leave balance each July 1, subject to the 310-hour cap consistent with the Memorandum of Understanding between the COUNTY and Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, effective December 1, 2019, or any successor agreement then in effect.

#### Section 10: Parental Leave

With at least one year of continuous service, NELSON shall be entitled to schedule paid parental leave upon the birth of her child or during the process of adoption of a minor child by NELSON. In the case of an adoption, the entitlement shall arise upon both: 1) the placement of the child in NELSON's home; and 2) NELSON initiating or having completed an adoptive home study for the adoption of the child. COUNTY will pay up to one (1) week, five (5) consecutive working days of parental leave for the first full week that NELSON is out of work due to the birth of a child or adoption. Parental Leave is separate and distinct from the use of sick leave balances for pregnancy.

#### Section 11: Bereavement Leave

If NELSON is absent from work due to the death of a member of NELSON's "immediate family" (as defined in the MOU), COUNTY will pay NELSON for up to three workdays of paid leave for bereavement purposes per occurrence. In addition, NELSON may receive compensation from accumulated sick leave balances, if any, at the regular rate of pay for the additional time necessary to be absent from work, but not to exceed forty-eight (48) working hours per occurrence. If NELSON has insufficient sick leave balances, and has a need for additional bereavement leave, NELSON will be granted a leave of absence without pay, not to exceed forty-eight (48) working hours per occurrence. (NELSON, at her option, may use available vacation or compensatory time off in lieu of leave without pay)

#### Section 12: Disability, Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for NELSON and her dependents. The method utilized to calculate the portion of the premium, if any, paid by the County shall be consistent with the method utilized by COUNTY to calculate

the County contribution for employees covered by the Memorandum of Understanding between the COUNTY and the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39 effective December 1, 2019, or any successor agreement then in effect. NELSON shall pay the employee share of the premium cost.

#### Section 13: Retirement and Deferred Compensation

- A. The parties acknowledge and agree that NELSON is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "new employee" as defined in the California Public Employees' Pension Reform Act of 2013.
- B. NELSON shall participate in the CalPERS 2% at 62 defined benefit program as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.
- C. In accordance with Government Code section 7522.30, NELSON shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for her defined benefit plan, as determined annually by CalPERS. In addition, the parties agree, pursuant to Government Code section 20516, subdivision (f), that in the event the required member contribution for NELSON hereunder is less than the member contribution for "classic" employees represented by the Tehama County Miscellaneous bargaining unit (established pursuant to Government Code section 20516.5 or otherwise), NELSON shall pay a portion of the CalPERS employer contribution equal to the difference between NELSON's required employee contribution hereunder and the member contribution established for "classic" employees represented by the Tehama County Miscellaneous bargaining unit. It is the intent of this Section that NELSON pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to the member contribution established for "classic" employees represented by the Tehama County Miscellaneous bargaining unit, whichever is greater. The County will not pay any portion of this contribution on behalf of NELSON.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in California Government Code 21548.

In addition, NELSON may participate in those Section 457 Deferred Compensation Plans the County of Tehama offers to its other employees on the same terms as all other Tehama County employees in the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39. If NELSON contributes a minimum of \$25 (twenty-five dollars) to an Internal Revenue Code Section 457 Deferred Compensation plan sponsored by COUNTY, COUNTY will contribute a matching deposit ranging from \$25 (twenty-five dollars) per month up to a maximum of \$60 (sixty dollars) per month to that plan on behalf of NELSON. In the event that, during the term of this Agreement, COUNTY and the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39 effective December 1, 2019, or any successor agreement then in effect, agree to increase or decrease the matching deposit for employees represented by the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, effective December 1, 2019, or any successor agreement then in effect, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching

deposit provided to NELSON, hereunder shall be increased or decreased by an equal amount, commencing the following month.

#### Section 14: Licensure and Registration Fees

During the term of this agreement, to the extent provided for in the Health Services Agency budget and with the consent of the Clinic Director, and EXECUTIVE DIRECTOR of the Tehama County Health Services Agency, COUNTY may reimburse NELSON for the following:

- A. Actual California Department of Consumer Affairs Medical Board of California renewals during the term of this agreement.
- B. Drug Enforcement Administration (DEA) registration subsequent renewals during the term of this agreement.

#### Section 15: Professional Development

COUNTY hereby agrees to pay for travel and subsistence expenses of NELSON, in accordance with adopted county travel policy and with the consent of the Clinic Director and EXECUTIVE DIRECTOR, for up to four (4) days of off-site continuing medical education that are necessary for her professional development and for the good of the COUNTY, subject to the Tehama County Health Services Agency's budget as approved by the COUNTY Board of Supervisors.

#### Section 16: Indemnification

To the extent that NELSON is acting in her official capacity as Nurse Practitioner, NELSON shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify NELSON against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of NELSON's duties as Physician's Assistant.

#### Section 17: Malpractice Insurance

COUNTY agrees to provide malpractice insurance coverage for NELSON for only those services performed by NELSON, which are performed pursuant to direction or assignment by the Clinic Director, EXECUTIVE DIRECTOR, or their designee during the scheduled work hours and in the course of NELSON's employment with and for the COUNTY. The insurance coverage shall include standard "tail" coverage which shall be defined as coverage against any malpractice claim brought against NELSON for services performed on behalf of COUNTY during the term of this agreement, but which are brought against NELSON after NELSON has ceased employment with County.

#### Section 18: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of NELSON under any law or ordinance.

#### Section 19: Other Terms and Conditions of Employment

- A. The EXECUTIVE DIRECTOR shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of NELSON, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

- B. Except as otherwise provided herein, all provisions of the Memorandum of Understanding between the COUNTY and Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, effective December 1, 2019, or any successor agreement then in effect and the personnel rules and regulations of the County of Tehama relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to NELSON as they would to employees of COUNTY who are subject to the MOU. Such provisions shall apply only to the extent that they are not inconsistent with the provisions of the Employment Agreement. Without limiting the generality of the preceding sentence, NELSON shall not be subject to Article 2, 3, 4, 7, 8.2 through 8.12, inclusive, 9, 10, 11, 12, 13, 14, 24, 25, 26 (except 26.8 and 26.9), 27.1, 27.5, 31, 35, 36, 37, 40, or 41 of the Memorandum of Understanding between the COUNTY and Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39 effective December 1, 2019, or any successor provisions.

#### Section 20: No Reduction of Benefits

COUNTY shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of NELSON, except with the concurrence of NELSON and then only to the degree of such a reduction across-the-board for all employees of the Department in which NELSON is employed (including a reduction resulting from employee furloughs).

#### Section 21: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:


- A. COUNTY: Tehama County Health Services Agency, Attn: EXECUTIVE DIRECTOR, Post Office Box 400, Red Bluff CA, 96080
- B. NELSON: Hailey Nelson, Physician's Assistant, at the permanent address on record with the Tehama County Auditor


Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 22: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of NELSON.
- C. This agreement shall become effective commencing October 23, 2023.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by the Tehama County Health Services Agency EXECUTIVE DIRECTOR, and NELSON has signed and executed this agreement, both in triplicate, the day and year first above written.

  
Jayme S. Bottke, Executive Director

  
Hailey Nelson, PA, Employee