

**AMENDMENT #1
TO THE AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
HAILEY NELSON, PA-C**

This Amendment #1 to Agreement #2023-330, dated October 17, 2023, by and between the County of Tehama, through its Health Services Agency (County) and Hailey Nelson, PA-C (Contractor) for the provision of employment for services as a Physician's Assistant, shall be amended as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of NELSON as a PHYSICIAN'S ASSISTANT from the effective date hereof until April 30, 2025.

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 April 30, 2025.

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 part-time (75%) 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 part-time, (75%) 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 30 (thirty) 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), with patient care hours of three (3) days per week, and to complete no less than twenty-two (22) chargeable patient visits per clinic day, or sixty-seven (67) 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 April 30, 2025, 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.

Section 5: Termination of the Agreement

- C. NELSON’s failure to meet performance and/or minimum productivity standard of not less than twenty-two (22) chargeable patient visits per clinic day or sixty-seven (67) 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

Section 7: Salary

For the purposes of the agreement, NELSON shall be considered an overtime exempt part-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.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay NELSON hereto an annual base salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of COUNTY and prorated on actual hours worked within the annual period. Beginning February 24, 2025, amounts below reflect actual salary and shall not be prorated to 75%. Annual salaries will be as follows:

October 23, 2023, through June 29, 2024	\$111,148.00 Annually
June 30, 2024, through October 22, 2024	\$113,927.00 Annually
October 23, 2024, through February 23, 2025	\$119,624.00 Annually
February 24, 2025, through April 30, 2025	\$89,718.00 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 67 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, the 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 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 (January)
- C. President's Day (February)

- D. Cesar Chavez Day (March 31)
- E. Memorial Day (usually last Monday of the month of May)
- F. Juneteenth (June 19)
- G. Independence Day (July 4)
- H. Labor Day (1st Monday in September)
- I. Columbus Day (2nd Monday in October)
- J. Veterans Day (November 11)
- K. Thanksgiving Day (4th Thursday in November)
- L. Friday after Thanksgiving Day
- M. December 25th, known as Christmas Day
- N. 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.

It is mutually agreed that all other terms and conditions of Agreement #2023-330 shall remain in full force and effect.

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

<p>Date: <u>4-18-25</u></p>	<p>COUNTY OF TEHAMA</p> <p> Jayme S. Bottke, Executive Director</p>
<p>Date: <u>4/16/25</u></p>	<p>EMPLOYEE</p> <p> Hailey Nelson, PA-C</p>