

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
ENLOE MEDICAL CENTER dba ENLOE HEALTH**

This Agreement ("AGREEMENT") is entered into between the County of Tehama, through its Sheriff's Office ("County") and Enloe Medical Center dba Enloe Health, a California non-profit corporation ("Contractor") for the purpose of performing forensic examination of victims of sexual assault, including but not limited to a medical evidentiary examination by a Sexual Assault Response Team ("SART").

RECITALS:

WHEREAS, Contractor is an independent, non-profit acute care hospital and Level II Trauma Center located in Chico, California which offers access to a broad array of health services for residents within a large geographical area in Northern California, including performing forensic examinations of victims of sexual assault; and

WHEREAS, County wishes to designate Contractor as an auxiliary general acute care hospital location where victims of sexual assault in the unincorporated area of Tehama County and the incorporated City of Tehama, may receive forensic examinations; and

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The above recitals are hereby incorporated into this AGREEMENT.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this AGREEMENT, Contractor shall perform forensic examination services to victims who present with a complaint of sexual assault occurring in the unincorporated area of Tehama County and the incorporated City of Tehama. At a minimum, all forensic medical examinations for evidence of sexual assault, child sexual abuse or suspect exams shall follow the State of California Protocol for examination of sexual assault and child abuse and the report of such exams shall use forms CalOES-2-923 (or the electronic 923), 2-924, 2-930, 2-925, 2-950 complete pdf copies of which can be found at www.caloes.ca.gov. Contractor shall provide the County with a mandatory report case number (also called Agency Incident Number) or an alternate case number for every exam invoiced.

TEHAMA COUNTY
AGREEMENT #: _____

Contractor shall ensure that it receives patient consent per the California Medical Protocol for Examination of Sexual Assault and Child Sexual Abuse.

2) RESPONSIBILITIES OF THE COUNTY

In all cases arising out of events occurring within the unincorporated areas of Tehama County and the incorporated City of Tehama, County shall compensate Contractor for the medical evidentiary examinations.

3) COMPENSATION

Contractor shall be paid \$2500 for all medical evidentiary examinations.

- a. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except payment for medical evidentiary exams as described in Penal Code Section 13823.11 and 13823.95
- b. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any tasks or services performed by Contractor after the expiration or other termination of this AGREEMENT.

4) BILLING AND PAYMENT

For billing of medical evidentiary examinations, Contractor shall submit an invoice for the service fee amount to County within sixty (60) days after service has been completed. The invoice shall note all of those cases in which the County has been notified that an individual is reporting to law enforcement at the time of the exam. County shall make payment of all undisputed amounts within thirty (30) days of receipt of Contractor's invoice. County shall provide the above-mentioned subsidy at the same time that it makes payments for the medical evidentiary exams.

5) TERM OF AGREEMENT

This agreement shall commence on 7/01/2025 and shall terminate 6/30/2026, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her 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. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7) 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.

8) 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.

9) 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.

10) INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party from any claim, liability, or loss (including reasonable attorneys' fees) arising out of or resulting from the acts or omissions of the indemnifying party, or any of its agents or employees or its, or their, performance of or failure to perform the provisions of this Agreement. Each party shall notify the other immediately in writing of any claim or injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities performed pursuant to this Agreement, provided that nothing shall require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this Section shall survive the termination of this Agreement.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12) 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.

13) 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.

14) 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.

15) 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.

16) 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.

17) 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:

NOTICES TO COUNTY:

Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:

Enloe Medical Center dba Enloe Health
Attn: Vice President/CFO
1531 Esplanade
Chico, CA 95926
(530) 332-7805
ContractRequest@enloe.org

INVOICES SUBMITTED TO COUNTY:

Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:

Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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

18) 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.

19) 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.

20) LICENSING OR ACCREDITATION

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

21) 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.

22) 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.

23) 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.

24) 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.

COUNTY OF TEHAMA

Date: _____


Sheriff-Coroner

Date: _____

Chairman, Board of Supervisors

**ENLOE MEDICAL CENTER dba ENLOE
HEALTH**

Date: 08-12-2025



Authorized Agent
Kevin Woodward, VP/Chief Financial Officer

Agreement #:

102868

Vendor Number

101-00001091-00-0055545-00

Budget Account Number

Kristen.Francis@enloe.org

Vendor/Contractor Email Address

(530) 332-7972

Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

Jennifer Crane

From: Katie Salpas <Katie.Salpas@enloe.org>
Sent: Tuesday, July 29, 2025 10:36 AM
To: Jennifer Crane
Cc: Kristen Francis; Jacqueline Winters Hall
Subject: RE: AGREEMENT Renewal - Enloe SART 07/01/25-06/30/26



Hello Jennifer,

The cost will remain the same for 7/1/25 – 6/30/26. Thank you for working on this renewal agreement, I will begin the review process as soon as it is received.

Please let me know if you need anything else.

Best regards,

Katie Salpas

Contract Specialist
ENLOE HEALTH
T: 530-332-7861
Katie.Salpas@enloe.org



From: Jennifer Crane <jcrane@tehamaso.org>
Sent: Tuesday, July 29, 2025 10:27 AM
To: Kristen Francis <Kristen.Francis@enloe.org>; Katie Salpas <Katie.Salpas@enloe.org>
Subject: RE: AGREEMENT Renewal - Enloe SART 07/01/25-06/30/26

Good morning Kristen,

I hope you are doing well today. I appreciate you getting back to me. Once I receive the medical evidentiary exam pricing, I will send you the agreement draft to be formally reviewed and signed.

Thank you and hope you have a wonderful day,

Jennifer Crane