

COUNTY OF TEHAMA

Office of
Sean Houghtby
County Clerk and Recorder
P.O. Box 250
Courthouse
633 Washington Street
Red Bluff, California 96080



Tehama County Courthouse

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350
Elections 527-8190
Clerk of the Board
of Supervisors 527-3287

FAX 527-1745

WEB: www.tehama.gov

Date: May 12, 2025

OFFICE OF
THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF: SEAN HOUGHTBY

TO: Jennifer Crane

RE: Return of Signature Page(s)

Please return **(1) fully-executed copy of the signature pages** referenced and attached to this memo.

30. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0696

a) AGREEMENT - Approval and authorization for the Chair and the Sheriff to sign Amendment No. 3 with Ronald L. Clark, DDS (Misc. Agree. #2023-302, amended by Misc. Agree. #2024-231 and Misc. Agree. #2025-026), thereby removing the insurance requirements below from Standard Agreement Exhibit A Insurance Requirements for Contractor.

Enactment No: MISC. AGR 2025-115

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD
P.O. BOX 250
RED BLUFF, CA 96080

OR

THROUGH INTER-OFFICE MAIL - AUDITOR'S OFFICE

**AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND RONALD L. CLARK, DDS**

This Amendment to the Agreement Number 2023-302, dated September 19th, 2023 and most recently amended for the 2nd time by Agreement 2024-231, dated July 26th, 2024 (hereinafter the Agreement and subsequent 2 amendments shall be referred to collectively as the "Original Agreement"), by and between the County of Tehama, (County) and Ronald L. Clark, DDS (Contractor) for the purpose of dental and medical services to inmates of the Tehama County Jail shall be amended as follows:

EXHIBIT A to the Original Agreement is replaced in its entirety with a new Exhibit A attached hereto

This Amendment No. 3, together with the Original Agreement, constitutes the entire agreement of the parties and supersedes all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Agreement and all Attachments to the Agreement. In the event of any inconsistency or conflict between the provisions of the main body of this Amendment and any exhibit to this Amendment, the main body of the Amendment shall prevail. This Amendment and the Agreement may not be further modified except in a writing signed by both parties.

All other terms of the Original Agreement remain in full force and effect.

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

Date: 04/03/25

Ronald L. Clark, DDS.

By 
Ronald L. Clark, DDS

Date: 5/13/25

COUNTY OF TEHAMA

By 
Sheriff-Coroner Dave Kain

Date: APR 29 2025

By 
Chairman, Tehama County Board of Supervisors

100382
Vendor Number

2-321-04-532396
Budget Account 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.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements:

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, 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.

Coverage Cancellation

Except for the insurance policies for General Commercial Liability and for Workers Compensation, 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 County.” The insurance policies for General Commercial Liability and for Workers Compensation shall be endorsed to state that “coverage shall not be reduced or canceled without 10 days’ prior written notice certain to 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 County. 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.

Contractor shall require and verify that all subcontractors’ Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “County of Tehama, its elected officials, officers, employees and volunteers” as an additional insured.

When contracting with subcontractors, Contractor shall require that the full limits available to the named insured shall also be available and applicable to the Additional Insured.

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.

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.

1518 000113 R TDIC512024

Certificate of Insurance Professional and Dental Business Liability Policy

The Dentists Insurance Company
1201 K Street, 14th Floor, Sacramento, CA 95814



This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the Coverage afforded by the policies listed below.

Named Insured	Policy	
Ronald L. Clark, DDS 727 Washington St Red Bluff, CA 96080-3322	Policy Number	8015444301
	Retroactive Date	07/01/1993
	Endorsement Effective Date	07/01/2024
	Policy Period Expiration Date	07/01/2025

This is to certify that the Coverages listed below have been issued to the insured herein and are in force during the **policy period** shown. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the Coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. The Coverage afforded by the policies identified below is governed by the terms and provisions of the Policy Forms and Endorsements listed on the Declarations Insert to the policies and not by any information that appears on this Certificate of Insurance. The certificate holder should review all such Policy Forms and Endorsements in order to determine the Coverage afforded by the policies identified in this certificate.

Certificate Holder

COUNTY OF TEHAMA
PO BOX 250
RED BLUFF, CA 96080

Limits of Liability

Professional Liability - Claims-Made Form	\$1,000,000	Each claim
Dental Business Liability - Occurrence Form	\$1,000,000	Each occurrence
	\$3,000,000	Aggregate Limit for All Claims Under Coverages A & B combined

Cancellation

If any of the policies described above are canceled before the expiration date thereof, the Dentists Insurance Company will endeavor to mail ten (10) days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

04/29/2024

Date issued

Robert F. Spinelli
Chief Executive Officer

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Dr. Ronald Clark, DDS.

Document Description: Amendment #3 to Agreement for Dental Services for inmates

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 4/2/25



Tehama County Minutes Certification

File Number: 25-0696

Enactment Number: MISC. AGR 2025-115

30. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0696

a) AGREEMENT - Approval and authorization for the Chair and the Sheriff to sign Amendment No. 3 with Ronald L. Clark, DDS (Misc. Agree. #2023-302, amended by Misc. Agree. #2024-231 and Misc. Agree. #2025-026), thereby removing the insurance requirements below from Standard Agreement Exhibit A Insurance Requirements for Contractor.

Sheriff Dave Kain discussed the liability concerns with the insurance and introduced Dr. Ronald L. Clark to discuss malpractice insurance.

In response to Supervisor Jones, Dr. Clark confirmed the Probation department is also contracted with them.

In response to Chairman Hansen, Dr. Clark stated the County of Tehama is insured.

In response to Supervisor Walker, Dr. Clark explained the business liability policy and voluntary treatment of patients.

Discussion took place about payment, new evident software, and the dental insurance requirements.

Motion made by Supervisor Burroughs to approve the agreement, seconded by Supervisor Nolen.

County Counsel Margaret Long discussed the requested change of the agreement and requested an amended motion to be made to keep the County as an additional insured, to waive the auto insurance based, and Dr. Clark would be listed as primary.

Amended motion made by Supervisor Burroughs to waive the existing agreement to have the County listed as additional insured, to waive the auto insurance and for Dr. Clark to be listed as the primary, seconded by Supervisor Nolen.

Sharon Novak commented in favor of this agreement for Dr. Clark to get paid.

In response to Supervisor Walker, Mrs. Long confirmed this amendment would not increase the time of the contract, and will expire at the end of the year.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice
Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-115

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of
the County of Tehama, State of California, hereby certify the above and foregoing to be
a full, true and correct copy of an order adopted by said Board of Supervisors on
4/29/2025.

Attest: 
Deputy

May 12, 2025
Date Certified