

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND COMMUNITY BEHAVIORAL HEALTH

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Community Behavioral Health (“Contractor”) for the purpose of locating and arranging for locum tenens to provide behavioral health therapy or medical services at the placement address or by telepsychiatry.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

- a) Use its best efforts to locate and arrange for Licensed Marriage and Family Therapists (“LMFT”), Licensed Social Workers (“LCSW”), physician’s assistants (“PA”), nurse practitioners (“NP”), Doctor of Medicine (“MD”), and Doctor of Osteopathic (“D.O”), (“temporary personnel”) acceptable to County and properly licensed for the placement to provide temporary therapy or telepsychiatry medication management services from time to time as specifically requested by County. The temporary personnel may provide telepsychiatry outpatient services utilizing telemedicine tools, supplies, support personnel or equipment that is offsite and not owned or provided by the County.
- b) Be the employer of such temporary personnel, and be solely responsible for payment of, and withholdings from, wages for temporary personnel providing temporary therapy services hereunder;
- c) Be responsible for providing the billing information on the form provided by the County.
- d) Have screened temporary personnel by receiving the recommendation of three previous employers and three personal references;
- e) Have conducted a pre-employment drug screen, Purified Protein Derivative (PPD) screen, criminal background check and educational history check on temporary personnel;
- f) Have an employee file maintained which shall contain documentation that temporary personnel have received special education or training, including HIPAA training and abuse;
- g) Ensure that all temporary personnel have a valid National Provider Identifier (NPI) prior to placement at County;

- h) Shall comply with all contractual provisions pursuant to EXHIBIT C, "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.

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 temporary personnel providing services to perform the 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 a suitable environment for the temporary personnel to perform temporary therapy services or telepsychiatry medication management services.
- c) Have the obligation to collect, and may retain, all fees generated by temporary personnel providing services under this Agreement.
- d) Provide written information to Contractor for the purpose of orienting temporary personnel prior to their first assignment at County. This information shall be made available to temporary personnel by Contractor and shall address relevant County policies and methods of delivering care. When a temporary personnel first works at County, County shall provide them with information about the location of emergency exits, how to call an emergency, the location of emergency carts and other information which County deems necessary.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$800,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any

expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on December 1, 2024, and shall terminate November 30, 2025, 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 Health Services Agency's Executive Director.

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 or sublet any interest herein without the prior written consent of the County.

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

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any

adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency 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.

11. INSURANCE

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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
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If to Contractor:	Community Behavioral Health Attn: Director of Telehealth Services 457 Knollcrest Drive Redding, CA 96002 (530)392-4399
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Notice shall be deemed to be effective two days after mailing.

19. COUNTY PLACEMENT INFORMATION

Placement Address:	1860 Walnut Street or 1850 Walnut Street
Mailing Address:	Post Office Box 400 Red Bluff, CA 96080

Contact Person:	Mental Health Director
Placement Telephone:	(530) 527-5631

20. 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.

21. 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.

22. LICENSING OR ACCREDITATION

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

23. 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.

24. 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.

25. 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.

26. 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.

27. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

The relationship between Contractor and County, Contractor and temporary personnel providing services under this agreement, and between temporary personnel 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 temporary personnel providing services under this agreement.

28. QUALIFICATIONS AND PERFORMANCE OF TEMPORARY PERSONNEL

The following qualifications and criteria must be met by the temporary personnel referred by Contractor under this agreement:

- a) Each temporary personnel shall carry a copy of their current license/certification with them while working at County and shall present a copy of the license/certification upon request.
- b) Each temporary personnel shall have at least one (1) year of full-time experience.
- c) Each temporary personnel shall be in good physical condition.
- d) Each temporary personnel shall possess a current CPR card.
- e) Each temporary personnel must be generally acquainted with County's fire procedures.
- f) Each temporary personnel will possess and wear a photographic identification supplied by Contractor.
- g) Each temporary personnel must be able to speak, write and read the English language.
- h) Each temporary personnel must be properly attired.
- i) Each temporary personnel must sign in and out on daily time sheets provided by Contractor and maintained by County.

County, in its sole discretion, may limit the areas where temporary personnel work. Each temporary personnel assigned by Contractor to County will work in the area requested by

County, subject to their qualifications. Temporary personnel initially requested for a particular area may be reassigned to other areas by County after arriving at County or during their shift subject to County's discretion.

Any temporary personnel assigned by Contractor who does not possess a current, valid license or certification issued by the State of California, or who is physically incapable of performing his or her duties at County shall be removed from the placement, and County shall not be required to pay Contractor for that temporary personnel.

If County, in its sole discretion, finds the performance of any temporary personnel providing temporary nursing services under this Agreement to be unacceptable for reasons of professional competence, personal conduct or refusal of an appropriate assignment, it shall give notice to Contractor and may then remove temporary personnel from the placement. Contractor may either replace such temporary personnel in a timely manner with another temporary personnel approved by County or may terminate this Agreement immediately by giving notice of such termination to County. Fees for such temporary personnel shall be limited to the hours actually worked, and County shall have no further fee obligation with respect to discharged temporary personnel. County agrees to provide Contractor with a written report setting forth the problems encountered with such discharged temporary personnel.

29. 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.

30. CULTURAL COMPETENCY

Contractor shall ensure 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 their 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.

31. 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.

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, or the Quality Assurance Manager, or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, 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, 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) has 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.

32. 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).

33. STATUS OF TEMPORARY PERSONNEL

Temporary personnel provided to County by Contractor shall not be considered employees or agents of County. Contractor shall assume sole and exclusive responsibility for the payment of wages to temporary personnel. Contractor shall also be responsible for withholding federal and state taxes and unemployment insurance, maintaining workers compensation coverage in an amount and under such terms as required by California law, and performing all other employer obligations required by law or by contract for such temporary personnel.

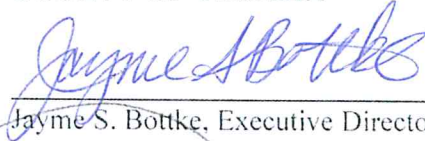
34. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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.

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

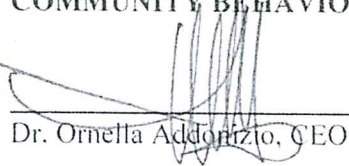
COUNTY OF TEHAMA

Date: 11-15-24


Jayme S. Bottke, Executive Director

COMMUNITY BEHAVIORAL HEALTH

Date: 11/12/2024


Dr. Ornella Addonizio, CEO

Contractor Number

Vendor Number

Budget Account Number

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

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.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

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: 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



457 Knollcrest Drive • Redding, CA 96002 • Phone: (530) 392-4399 • Fax: (530) 903-4226
www.communitybehavioralhealth.com

Cost Proposal

Scope of Services for Therapy

Community Behavioral Health (CBH) will provide 5 day(s) a week, 8 hours a day, on-site Therapy services for Tehama County Health Services Agency (TCHSA). If needed, travel time will be built into scheduled day. At the end of day, provider(s) will have 30-minute block for documentation. Every 4 hours of service started will result in an additional 30 minutes of billable time for bridged care. Note completion will have a 72-hour turnaround time, Monday-Friday. TCBH is responsible for all scheduling.

Rate for Therapy Services

Therapy

LMFT/LCSW: \$149/hr.

Tele-Psychiatry

Community Behavioral Health (CBH) will provide 0-3 day(s) a week, 8 hours a day, Telepsychiatry Medication Management services for Tehama County Health Services Agency (TCHSA). Point of contact will be Savannah Saephan for daily needs. At the end of day, provider(s) will have 1 hour block for documentation. Every 4 hours of service started will result in 30 minutes of billable time for bridged care. JV-220s and note completion will have a 72-hour turnaround time, Monday-Friday. DCBH is responsible for all scheduling.

Rate for Tele-Psychiatry Services

Medication Management

PA/NP: \$215/hr.

MD/DO: \$265/hr.

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Contractor Name: Community Behavioral Health

Contract Description: Behavioral Health Therapy/Medical Services

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 11/14/2024



Tehama County Minutes Certification

File Number: 24-2113

Enactment Number: MISC. AGR 2024-360

18. HEALTH SERVICES AGENCY / MENTAL HEALTH 24-2113

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with Community Behavioral Health for the purpose of locating and arranging for locum tenens Licensed Marriage and Family Therapist(s), Licensed Social Worker(s), Nurse Practitioner(s), Physician's Assistant(s), Doctor(s) of Medicine (MD), and Doctor(s) of Osteopathic ("D.O.") (s) to provide behavioral health therapy or medical services for the rates as set forth in Exhibit "B" with maximum amount not to exceed of \$800,000, effective 12/1/24 and shall terminate 11/30/25 (*subject to receipt of required insurance documentation*).

Enactment No: MISC. AGR 2024-360

Approval of the Consent Agenda.

A motion was made by Supervisor Moule, seconded by Supervisor Nolen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: William Moule

SECONDER: Pati Nolen

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, and Vice Chair Hansen

ABSENT: Chairperson Leach

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 12/3/2024.

Attest:  Deputy

December 26, 2024
Date Certified