AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND THOMAS MILAM MD, INC. DBA IRIS TELEHEALTH MEDICAL GROUP

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Thomas Milam MD, Inc. dba Iris Telehealth Medical Group ("Contractor") for the purpose of locating and arranging for Telepsychiatry Adult Psychiatrist(s), Telepsychiatry Child Psychiatrist(s),Telepsychiatry Nurse Practitioner(s), Telepsychiatry Licensed Marriage & Family Therapist(s), Telepsychiatry Licensed Clinical Social Worker(s), and Telepsychiatry Licensed Professional Clinical Counselor(s) to provide medical services at the placement address and for the period described below, subject to the terms of this agreement.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

a) use its best efforts to locate and arrange for Telepsychiatry Adult Psychiatrist(s) ("TPAP"), Telepsychiatry Child Psychiatrist(s) ("TPCP), Telepsychiatry Nurse Practitioner(s) ("TPNP"), Telepsychiatry Licensed Marriage & Family Therapist(s) ("TPLMFT") and/or Telepsychiatry Licensed Clinical Social Worker(s) ("TPLCSW") and/or Telepsychiatry Licensed Professional Clinical Counselor ("TPLPCC") acceptable to County and properly licensed for the placement to provide locum tenen/contingent staffing medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below;

b) make payments to TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) providing locum tenen/contingent staffing coverage under this Agreement from payments made under this contract by County;

c) be responsible for providing the billing information on the form provided by the County;

d) cause each TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) to comply with HIPAA (Health Insurance Portability and Accountability Act) training and applicable laws related to fraud, waste and abuse.

e) Ensure that all TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) have a valid National Provider Identifier prior to a placement at County.

f) 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 or contractor.

g) Productivity Expectation: 65% of time billable

h) Upon the final selection of the applicable TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) a "Service Summary" in the form attached to **Exhibit D** hereto will be completed setting forth the content therein.

i) Contractor shall be liable for State Department of Health Care Services audit exceptions solely due to inadequate documentation by Contractor's clinicians as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order to the extent such recoupment order is attributable to such Contractor's inadequate documentation. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

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 TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) to perform the medical 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 suitable practice environment for the TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) to perform medical service.

c) have the obligation to collect, and may retain, all fees generated by TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) providing services under this Agreement it being the understanding of the parties that Contractor's sole compensation hereunder shall be as set forth in Section 3 of this Agreement.

3. COMPENSATION

County agrees to pay to Contractor at the times and in the amounts set forth on Exhibit "B", attached hereto, all amounts due for TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s)

/ TPLPCC(s) services under this agreement after completing the duties described in this agreement. The maximum aggregate compensation payable during the term of this agreement shall not exceed seven hundred eighty thousand dollars ($780,000.00). If County fails to make any payments when due, or to perform any of its obligations under this agreement, Contractor may declare termination of this agreement and shall be released from all obligations in law or equity to continue performance under this agreement. Termination shall not operate as a forfeiture of Contractor's rights under this agreement, and the rights granted by this provision shall be in addition to any other rights which Contractor may have in law or in equity.

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 thirty (30) days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

When, on the basis of retrospective review, it has been determined that Contractor, due to its own acts or omissions (e.g. inadequate documentation) has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied to the extent it is on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an unauthorized expenditure by the Contractor that is not allowable, the County may offset reimbursement
to the Contractor for the exception.

5. LITIGATION COSTS AND FEES

In the event either party brings an action or proceeding arising out of or related to this agreement or to establish the right or remedy of either party, each party shall bear its own attorney's fees and costs as part of such action or proceedings.

6. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2028, unless terminated in accordance with Section 6 below.

7. 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 material terms or provisions of this agreement, and such failures and/or violation is not corrected within fifteen (15) business days following the Contractor's receipt of written notice thereof from the County 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, or terminate or reduce any individual provider's services, without cause, upon ninety (90) days written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon written notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for this agreement in any fiscal year.

If this agreement is cancelled for convenience by County ten to thirty days prior to the scheduled commencement of locum tenen/contingent staffing services under this agreement, County shall pay to Contractor one-half (1/2) of the total sum of the engagement at the time of cancellation. If County cancels this agreement within ten (10) days prior to the commencement or after the commencement of scheduled locum tenen/contingent staffing services under this agreement, County shall pay to Contractor the full amount for services already scheduled under this agreement.

If Contractor is unable for any reason to provide a TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) acceptable to County, the agreement may be terminated by Contractor upon giving written notice of termination to County. Termination shall be effective on receipt of said notice to County from Contractor, and Contractor shall thereafter return any payments received under this agreement for services not rendered.

The County's right to terminate this agreement may be exercised by Executive Director.

8. EARLY TERMINATION OF SERVICE

In consideration for the Contractor's time and costs in commencing the services hereunder. If services are terminated within the first six (6) month of clinical service delivery (which begins on the first day the Contractor's clinician sees County patients), there will be an additional charge of twenty-five dollars ($25.00) per hour for every hour of clinical services delivered under this contract. This charge will be applied retrospectively to all previous hours billed as soon as notice is given, as well as to the remainder of service delivered until the termination of clinical services. Tehama agrees to pay the retrospective charges immediately upon notice of termination. If Tehama terminates with cause, this charge is not applicable.

9. 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.

10. NON-SOLICITATION

During the term of this agreement, and for a period of two (2) years following the expiration/termination of this agreement, County will refrain from directly or indirectly hiring, retaining, engaging, or soliciting for employment or work in any capacity any current or former Contractor employee or independent contractor who has provided services for County.

11. 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.

12. 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.

13. 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.

Contractor shall defend and indemnify Tehama County for any third party claim for recoupment of funding resulting from periodic audit by the State of California, or United States of America to the extent it arises from Contractor's willful acts, or failure to meet service standards or documentation standards or the same such acts or failures of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to

such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions for which it is responsible hereunder to the total audit exceptions charged against County.

14. INSURANCE

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

15. 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 one thousand dollars ($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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. COUNTY PLACEMENT INFORMATION

Specialty: TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s)

Placement Address: 1860 Walnut St

Mailing Address: Post Office Box 400

Red Bluff, CA 96080

Placement Telephone: (530) 527-5631

Contact Person: Mark Montgomery, Behavioral Health Director

22. 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

If to Contractor:
Iris Telehealth
Attn: Contracting
13740 N Highway 183, Ste L2,
#221
Austin, TX 78750

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

23. 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.

24. 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.

25. LICENSING OR ACCREDITATION

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

26. 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.

27. 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.

28. 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.

29. 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.

30. CLINICAL RECORDS

Contractor's clinicians shall timely and accurately document services rendered under this Agreement within County's designated electronic health record system and in accordance with applicable law, County documentation requirements, and professional standards. County shall maintain custody, control, retention, and production of all patient medical records maintained within County's systems. Contractor shall not be responsible for maintaining a separate patient medical record system except as otherwise required by law.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

31. MONITORING

Contractor shall reasonably cooperate with County's review of services provided under this Agreement. County's review rights shall be limited to records, documentation, and processes directly related to services provided under this Agreement and shall not extend to Contractor's

unrelated business operations, proprietary information, or records unrelated to County services.

32. QUALIFICATIONS AND PERFORMANCE OF TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s)

If County reasonably finds the performance of any TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) providing coverage under this agreement to be unacceptable for reasons of professional competence or personal conduct, it shall give written notice to Contractor and may then remove the TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) from the placement.

Contractor may either replace such TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) in a timely manner with a TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) approved by County, such approval not to be unreasonably withheld, or may terminate this agreement immediately by giving notice of such termination to County. Fees calculated to the date of termination shall be paid to Contractor by County.

33. INDEPENDENT CONTRACTORS

The relationship between Contractor and County, Contractor and TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) providing services under this agreement, and between TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) 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 TPAP(s) / TPCP(s) / TPNP(s) / TPLMFT(s) / TPLCSW(s) / TPLPCC(s) providing services under this agreement.

34. DELAY

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement (except the obligation to make payment hereunder) 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.

35. 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.

36. GENERAL PROVISIONS

a) No Waiver: The failure of either party to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.

b) Severability: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

37. 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 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.

Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

38. 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 contractors shall follow an established Code of Conduct.

PURPOSE - The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors 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 contractors 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.

CODE OF CONDUCT - All TCHSA employees and contractors:

- 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, Director, 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, Director, Assistant Executive Director or 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 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 contractors.
- 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 Compliance Auditor any and all violations or suspected violations of the Code of Conduct.
- Shall promptly report to the Compliance Auditor 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 contractors who report or suspect wrongdoing.

39. 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").

40. TELECOMMUNICATIONS FOR ASSESSMENTS OF CLIENTS

Contractor will utilize "VSee" software platform tool or other platform or software approved byCounty at the request of the County to facilitate assessments of clients.

41. 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.

42. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

43. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

44. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

45. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through D, 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: 7/15/2026

Michelle D. Schmidt

Michelle Schmidt, Interim Executive Director

IRIS TELEHEALTH MEDICAL GROUP

Date: _____

Thomas Milam (Jul 15, 2026 15:15:10 MDT)

Thomas Milam, MD, President & CMO

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)

One million dollars ($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 one million dollars ($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 one million dollars ($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 one million dollars ($1,000,000) per claim and two million dollars ($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 twenty-five thousand dollars ($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 thirty (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

Billable Hourly Rates Schedule

Productivity Expectation: 65% of time billable

With respect to any new Iris Telehealth clinician(s) that may start services in **2026**, the following rate table shall apply:

Services Type	**Hourly Rate***
Telepsychiatry Services provided by an Adult Psychiatrist	$240 - $268 per hour
Telepsychiatry Services provided by a Child or All Ages Psychiatrist	
Telepsychiatry Services provided by a Nurse Practitioner	$150 – $187 per hour
Teletherapy Services provided by a Licensed Therapist-Adult	$92 - $120 per hour
Teletherapy Services provided by a Licensed Therapist-Child/Family/All Ages	$86 - $125 per hour

*For a multi-lingual clinician and/or for "specialty providers", an additional charge of ten dollars ($10.00) per hour will be added to the rate. For supervision, an additional charge of twenty dollars ($20.00) per hour will be added to the rate.

[End of Exhibit B]

Exhibit C

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

A. The Social Security Administration's Death Master File
B. The National Plan and Provider Enumeration System (NPPES)
C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
D. The System for Award Management (SAM)
E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty-five (35) days after any change in Contractor ownership:

A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
B. Date of birth and Social Security Number (in the case of an individual);
C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:

(1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
(2) Any Medicare intermediary or carrier; and
(3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
(4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty-five (35) days, upon request. The following must be disclosed:

A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than twenty-five thousand dollars ($25,000) during the (twelve) 12-month period ending on the date of request; and
B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the (five) 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

(A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]

(B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

[End of Exhibit C]

Exhibit D

Service Summary Agreement

iris telehealth

Date of Last Update:

Please confirm the accuracy of these details to ensure full alignment on your program's needs and priorities.

1. SITE DETAILS	
State:	
Setting:	Outpatient - County Behavioral Health Division
Sites (specific of telehealth hub):	Weekly individual and group clinical consultation meeting
Case Consultation (Frequency) & Supervisor	
2. CLINICIAN TRAINING & CERTIFICATIONS	
Clinician Type:	
Preferred Treatment Modalities:	CANS and ANSA certified (training/certification can be provided), trauma informed care required. Any evidence based practice is preferred, such as TFCBT, DBT, motivational interviewing, CPT, etc. Other internal training may be provided in future.
3. PATIENT POPULATION	
Ages/Ratio:	Must be comfortable and flexible working with all ages. Primarily adult (21+) but must be comfortable working with adolescents (generally 12+). May be asked to evaluate child patient for assessment only, not treatment.
Diagnoses:	Adult: Moderate to high acuity. Depression, anxiety, psychosis, schizophrenia, SPMI, schizoaffective disorder, bipolar disorder. Recent increase in borderline personality disorder. Notable patients with history of trauma. Children/adolescents: Moderate to high acuity. Depression, PTSD, ADHD, ODD, and other anxiety disorders. Screening conducted for first episode psychosis, which may be very very small portion of caseload.
Population Details:	
Individual, Group, or Family (%):	Largely individual therapy. Potential for family therapy with adolescent patients.
Referral Sources: How will the clinician panel be built?	From within the community and court ordered treatment.
Languages:	English, Spanish would be a strong plus. Estimated 25% of all patients are monolingual Spanish or best served in Spanish, however there is a dedicated therapist working primarily with the Spanish speaking patient population. Language line and bilingual on-site staff to provide interpretation.
4. WEEKLY SCHEDULE	
# of Hours:	40

Clinician Schedule (Days & Hours):	*Estimated* 2-3 days per week of therapy days and treatment planning. *Estimated* 2-3 days per week of assessments (two per day) at 90 mins per assessment, with potential for therapy with remaining time. The current need is more focused on assessments but must be comfortable adapting to the changing needs of the organization. The ratio will shift based on the population that is served, so the clinician must be flexible.
Business Hours (Include Time zone):	Monday-Friday, 8am-5pm PST
Regularly Scheduled Meetings:	Once per month staff meeting Weekly clinical group supervision meeting (Tuesdays) Possibility for routine meeting with clinical supervisor, TBD
5. DAILY SCHEDULE	
Appointment Times (Initials & Follow Ups):	Initials: 90-120 mins for initial evaluation. Up to 2 hours face-to-face, but okay if they take 90 mins. An additional up to 2 hours provided for documentation and diagnosis, which includes the targeted case management care plan. Up to 6 hours total per assessment. Follow-ups: No set amount of time. Some follow-ups may be scheduled for 30 minutes, other follow-ups may be scheduled for 1.5-2 hours, depending on the complexity and need.
Administrative Time:	There is no dedicated administrative time, as there is generally additional time due to no-shows and cancellation rate. Generally, there is not 8 hours of billable time in an 8 hour scheduled day. Estimated 65% productivity expectation. Concurrent documentation is expected.
Lunch:	
No-Show Rate:	25%
Total Patients/Day (Number of Intakes Per Day):	Up to 3 or 4 assessments per week, contingent on assessment length (on assessment days) – total patients per day varies based on number of assessments. Clinicians are booked for a full day of services, regardless of the type of services provided each day. Assessments may be allocated to other clinicians, based on clinician and client request, as well as caseload bandwidth.
Productivity Expectation: (indirect services? documentation timeliness?)	65% of time billable

Case Management expectations:	
Expected Panel Size:	Around 50-60 (all patients are not being seen, some may just be for an overseeing clinician)
Average Number of Visits:	As needed – dependent on treatment plans
How are clients scheduled? Who does scheduling, are they double booking?	
6. ONSITE WRAP-AROUND SERVICES & COMMUNITY RESOURCES	
CSU, case management, MHSA programming, peer support, local organizational providers to help with child & TAY, med support team onsite (work collaboratively with them via tele), higher level all go through community crisis response (IOP, PHP, inpatient), pre-pandemic had wellness services (hoping to bring this back soon): workforce development; maybe new group services onsite for sx management, seeking safety, anger management, drumming, spiritual practices, wellness recovery action plans; substance use recovery, primary care clinic, can consult with RD in program for nutrition support	
7. TECHNOLOGY:	
EMR:	Avatar
Video Platform:	Doxy.me
Internal Communication Platform:	Teams and Outlook
Crisis Intervention Plan:	Mobile crisis team can be accessed by internal extension. Also accessed by 1800 number. Daily crisis slots with psychiatrist at 1pm.
How Consumers are Seen:	Vast majority of clients go into clinic. Doxy platform requires patient to be seen in person using on site hardware. On very rare occasion, may be done over phone if there is client limited access to internet or other extraneous circumstance.
8. TIMELINE TO START	
Target:	*With consideration to credentialing and onboarding, it is estimated that the target start date will be 60 days from completion of service summary signatures.*
Credentialing:	30-90 days
Start Prior to Full Paneling?:	MediCal
Licensing:	
Training timeline (EMR):	Agency orientation is at least one week (policies, procedures, EMR overview). EMR training is typically about 2 working days, but will provide additional support after to ensure comfort with the EMR, if necessary.
9. OTHER:	

COVID-19 Vaccination Policy for Telehealth Providers:	
Other Details:	Tehama's team has a holistic approach. Seeking a clinician that is welcoming and understands our patients rely upon them for help. Being team centric is paramount to success. Experience documenting in an EMR is strongly preferred, someone who is ready to learn the system. Flexibility is important - amenable to learning processes and adhering to it is very helpful. Someone who is able to bring issues forward, and solution oriented. The team at Tehama welcome and value Iris providers - they are part of the team. Open door policy. Looking for a clinician who wants to be well integrated into team and comfortable collaborating with the team. Must be engaged with the organization and not siloed off. Must be invested in the wellbeing of their clients and of the community. The team regularly meets and communicates via internal platforms.

Once approved, this Scope of Work represents our mutual understanding of your program's needs and priorities and will serve as the basis for Iris Telehealth's clinician search. Your Iris support team will keep you apprised throughout our process as we narrow down options to present a candidate(s) that we believe will best align with your program's goals.

Once your contract is signed, we will use this document to re-confirm your needs and expectations formally begin the dialogue about potential candidates and next steps in our implementation process. Once a candidate is presented and approved we will ask you to sign and return a Service Summary document formalizing the points of agreement (including hours and rate) for that particular provider.

Please let your Clinical Partnerships Director know of any questions you may have and thank you for choosing Iris Telehealth.

[End of Exhibit D]