

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CHICO STATE ENTERPRISES

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Chico State Enterprises - Center for Healthy Communities, a California non-profit public benefit corporation and an auxiliary organization of California State University, Chico (“Contractor”) for the purpose of assisting with SNAP-ED activities that include, but are not limited to indirect and direct education to K-12 youth, collaboration with community partners, outreach events, and school wellness policy.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services as outlines in Exhibit B.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Contractor shall invoice County at the actual cost incurred. The Maximum Compensation payable under Agreement shall not exceed \$366,000.00. The Compensation amount for October 1, 2023, through September 30, 2024, shall not exceed \$155,500.01; compensation amount for October 1, 2024, through September 30, 2025, shall not exceed \$105,250.00; and compensation amount for October 1, 2025, through September 30, 2026, shall not exceed \$105,250.00. Contractor shall break out administrative costs and program costs separately on the invoice. Contractor shall only be entitled to payment for actual expenditures incurred and documented. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, 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

Contractor shall submit a quarterly invoice to County at the address listed within 30 (Thirty) days of the end of each quarter. For purposes of this agreement, the term “quarter” is defined as 3 (Three) month time periods ending December 31, March 31, June 30, and September 30th for the term that this agreement remains in effect. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor’s statement.

5. TERM OF AGREEMENT

This agreement shall commence on October 1, 2023, and shall terminate on September 30, 2026, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

The County’s right to terminate this agreement may be exercised by the 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.

County shall defend, hold harmless, and indemnify Contractor, California State University, Chico, Trustees of the CSU, its officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Contractor), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of Contractor) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the negligence or intentional wrongdoing of Contractor.

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. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

14. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

16. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

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: Chico State Enterprises
Attn: Director, Sponsored Programs Administration
25 Main St., Suite 103
Chico, CA 95928
Tel: (530) 898-5700
Fax: (530) 898-6804

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

18. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

19. 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.

20. 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.

21. 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.

22. 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.

23. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all client, employee, or County information with which the Contractor may come into incidental contact in the process of performing its contracted services. Except as solely required to perform the contracted services hereunder, the Contractor shall not read, retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of client, employee, or County information may, at the option of the County, be considered a material breach of this Agreement.

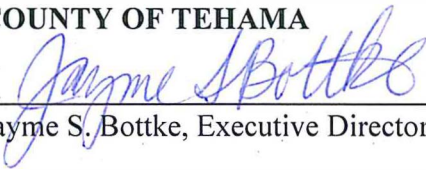
25. DOCUMENTS AND RETENTION

Contractor and County agree to retain all documents relevant to this agreement for a minimum of three (3) years from the termination of the agreement or until all audits, Federal and/or State are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.

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

Date: 10-24-23

COUNTY OF TEHAMA



Jayme S. Bottke, Executive Director

CHICO STATE ENTERPRISES

Date: Oct 24, 2023



Michele Flowerdew, Director of Sponsored Programs
Administration

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

Nutrition Education Obesity Prevention FFY 2024 – 2026 Sub-grant with **Chico State Enterprises – Center for Health Communities**

Summary: Chico State Enterprises – Center for Health Communities (CHC) will subcontract with Tehama Local Health Department to address local objectives and activities in the approved four-year Integrated Work Plan (IWP) for FFY 2024-2026.

Domain LEARN

- Direct Education: Provide evidence-based nutrition, gardening, and/or physical activity (PA) lessons specific to the target population. May include taste tests and/or food demonstrations. Curriculum from the Integrated Work Plan (IWP) will be utilized, and lessons may be provided virtually. Locations will be from the Local Health Department (LHD) approved Site Lists. In schools K-12, include a minimum of 2 school district and in Before and After School Programs include a minimum of 2 sites to serve approximately 50 students.
- Indirect Education: Promote, support, and reinforce messages consistent with DE, physical activity, school wellness policy, and other activities related to school wellness policy initiatives through promotional and education materials to reinforce health benefits of physical activity and healthy eating. Communicate through various appropriate channels including posters, school newsletters, self-guided learning displays, social media, websites, health fairs, etc. throughout the school campus and cafeteria.
- Indirect Education: Promote healthy food and beverages consumption to families with children 0-5 years-old at the local library through providing education and/or demonstrations on topics such as nutrition, gardening, Rethink your Drink, the American Dietary Guidelines, and MyPlate.
- Assessment: Assess and monitor the school environment in relation to site-specific wellness policy and/or a PA policy using Site level Assessment Questionnaire (SLAQ) and Local Health Department Assessment Checklist (LAC). Identify strengths and gaps regarding how the school environment promotes students' health, well-being, and ability to learn through support from healthy eating and physical activity such as PA breaks, structured PA during recess, stencils, and other PA opportunities during/after school. Identify new strategies to implement and share successes.
- Community Engagement: Identify local influencers such as teachers, students, parents, administrators, school nutrition services, community members, etc. Engage local influencers consistently throughout assessment, planning, implementation, and maintenance of the policies. Present assessment results and/or educate on the benefits and impact of wellness policies and additional PA opportunities in schools and/or Before/After school programs. Incorporate assessment results and local influencer feedback into the project planning through engaging them in meetings, and/or listening sessions, surveys, etc. Leverage relationships with influencers to generate support for updating existing or establishing new school wellness policies and non-PE PA opportunities.

- Community Engagement: Meet at least twice yearly to share and/or gather data from assessments, community engagements activities, implementation progress, successes, solutions for challenges, and report results with community stakeholders. Engage partners with common goals to leverage relationships, support, and funding opportunities. If appropriate, host convenings around specific, School Wellness Policy requirements and the final rule. Post intervention, share assessment results with decision makers and key stakeholders such as School Board members, principals, County Office of Education, etc. to promote successful interventions.
- Coordination & Collaboration: Establish, cultivate, and maintain relationships with appropriate partners such as school staff, nutrition services, Office of Education, First Five, public health departments, professional or community partners/coalitions for the planning and implementation of a school health assessment to determine an action plan based on the needs assessments and the current or future opportunities that may exist.
- Coordination & Collaboration: At least twice per year meet with parents/guardians, wellness committees/planning groups, or school staff and/or afterschool staff to assist with policy development, implementation, planning, and/or to provide summary of assessment results. As able, assist in monitoring the action plan once implemented. Share research related to increased learning and PA and/or healthy eating.
- Training and Technical Assistance: Provide technical assistance and/or training to teachers, staff aides, school administration, site councils, and/or school/afterschool staff on wellness policy, action plan, and/or PA resources or evidenced-based curriculum to support implementing pieces of the wellness policy or action plan and/or aimed at increasing non-PE PA opportunities during school or after school.

OVERARCHING/LHD Specific

- Target Population: Focus on at least one of the following school districts: Reeds Creek, Los Molinos, and Red Bluff Union Elementary School Districts.
- Coordinate & Collaborate: Coordinate and collaborate with IWP group on behalf of LHD group when LHD is unable to attend meetings. Coordinate and collaborate with Tehama Together when LHD is unable to attend when meetings are held quarterly, future dates are TBD.
- Training and Technical Assistance: Provide a minimum of one (1) training and ongoing technical assistance related to CFHL for public health staff as requested.

REPORTING for all above activities:

- All activities will be reported in PEARS.
- A biannual progress report is required; Mid-Year report will be due April 1st, and a Year-End report will be due October 1st.
- Report SLAQ and LAC assessment information on the Assessment Questionnaire webpage at: https://ucanr.edu/sites/SLAQ/SLAQ_Questionnaires/
- A Success Story may be provided if requested.

Row #	Expenses	FFY 2023 Carry-In Budget	FFY 2024 Budget	FFY 2023 Carry-In and FFY 2024 Budget Total
1	1) Salaries/Benefits	\$32,478.00	\$91,558.74	\$124,036.74
2	2) Travel	\$0.00	\$3,272.40	\$3,272.40
3	3) Non-Capital Equipment/Supplies	\$0.00	\$899.43	\$899.43
4	4) Materials	\$0.00	\$2,300.00	\$2,300.00
5	5) Building/Space	\$0.00	\$481.50	\$481.50
6	6) Maintenance	\$0.00	\$308.73	\$308.73
7	7) Equipment and Other Capital Expenditures	\$0.00	\$0.00	\$0.00
8	8) Contracts/Sub-Grants/ Agreements	\$0.00	\$0.00	\$0.00
9	9) Total Direct Costs	\$32,478.00	\$98,820.81	\$131,298.81
10	10) Indirect Cost Rate	\$0.00	\$24,201.20	\$24,201.20
X	Total Federal Funds	\$32,478.00	\$123,022.01	\$155,500.01

Row #	Expenses	FFY 2024 Carry-In Budget	FFY 2025 Budget	FFY 2024 Carry-In and FFY 2025 Budget Total
1	1) Salaries/Benefits	\$0.00	\$85,037.31	\$85,037.31
2	2) Travel	\$0.00	\$1,572.00	\$1,572.00
3	3) Non-Capital Equipment/Supplies	\$0.00	\$624.59	\$624.59
4	4) Materials	\$0.00	\$1,130.26	\$1,130.26
5	5) Building/Space	\$0.00	\$294.38	\$294.38
6	6) Maintenance	\$0.00	\$205.98	\$205.98
7	7) Equipment and Other Capital Expenditures	\$0.00	\$0.00	\$0.00
8	8) Contracts/Sub-Grants/ Agreements	\$0.00	\$0.00	\$0.00
9	9) Total Direct Costs	\$0.00	\$88,864.52	\$88,864.52
10	10) Indirect Cost Rate	\$0.00	\$16,385.48	\$16,385.48
X	Total Federal Funds	\$0.00	\$105,250.00	\$105,250.00

Row #	Expenses	FFY 2025 Carry-In Budget	FFY 2026 Budget	FFY 2025 Carry-In and FFY 2026 Budget Total
1	1) Salaries/Benefits	\$0.00	\$84,970.97	\$84,970.97
2	2) Travel	\$0.00	\$1,572.00	\$1,572.00
3	3) Non-Capital Equipment/Supplies	\$0.00	\$620.80	\$620.80
4	4) Materials	\$0.00	\$1,201.92	\$1,201.92
5	5) Building/Space	\$0.00	\$294.05	\$294.05
6	6) Maintenance	\$0.00	\$204.73	\$204.73
7	7) Equipment and Other Capital Expenditures	\$0.00	\$0.00	\$0.00
8	8) Contracts/Sub-Grants/ Agreements	\$0.00	\$0.00	\$0.00
9	9) Total Direct Costs	\$0.00	\$88,864.47	\$88,864.47
10	10) Indirect Cost Rate	\$0.00	\$16,385.53	\$16,385.53
X	Total Federal Funds	\$0.00	\$105,250.00	\$105,250.00