

**AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
FIRST 5 TEHAMA/TEHAMA COUNTY CHILDREN AND FAMILIES COMMISSION**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and First 5 Tehama/Tehama County Children and Families Commission (“Commission”) for the purpose of providing funding for the perinatal/postpartum initiative in FY 2024-25.

1. RESPONSIBILITIES OF COMMISSION

During the term of this agreement, Commission shall provide funding for the perinatal/postpartum initiative for Fiscal Year 2024-2025.

2. RESPONSIBILITIES OF THE COUNTY

County shall provide perinatal/postpartum parent group supports, as outlined in the Scope of Work, attached hereto and incorporated as Exhibit B.

3. COMPENSATION

Commission shall compensate County, up to \$15,000.00, for all services rendered under this agreement. County shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. County shall not be given any funding or reimbursement beyond the amount set forth above, and County agrees that Commission has no obligation, whatsoever, to compensate or reimburse County for any expenses, direct or indirect costs, expenditures, or charges of any nature by County that exceed the amount set forth above. Should County receive any such payment it shall immediately notify Commission and shall immediately repay all such funds to Commission. This provision shall survive the expiration or other termination of this agreement.

4. BILLING AND PAYMENT

County shall submit an invoice for the funding amount to Commission within thirty (30) days after service has been completed to the reasonable satisfaction of Commission, and no later than

June 15, 2025. Commission shall make payment of all undisputed amounts within 30 days of receipt of County's invoice.

5. TERM OF AGREEMENT

This agreement shall commence on September 23, 2024, and shall terminate on June 30, 2025, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If County fails to perform his/her duties to the satisfaction of the Commission, or if County fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if County violates any of the terms or provisions of this agreement, then the Commission shall have the right to terminate this agreement effective immediately upon the Commission giving written notice thereof to the County. Either party may terminate this agreement on 30 days' written notice. Commission shall pay County for all work satisfactorily completed as of the date of notice. Commission may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the First 5 Tehama/Tehama County Children and Families Commission 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. Commission 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. Commission specifically acknowledges that in entering into and executing this agreement, Commission 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 County, County may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the Commission.

9. EMPLOYMENT STATUS

Commission 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 Commission to exercise discretion or control over the professional manner in which County performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by County shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the Commission is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. County 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 County, if County were a Commission employee. County shall not be liable for deductions for any amount for any purpose from County's compensation. Commission shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Commission be eligible for any other County benefit.

10. INDEMNIFICATION

Commission shall hold harmless, defend, and indemnify County, its agents, officers, and employees against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgements or decrees by reason of any third-party person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of Commission, or any person employed by or under Commission in any capacity, during the provision of services provided for herein, except to the extent the injury or loss is caused by the negligence of intentional wrongdoing of County.

County shall hold harmless, defend, and indemnify Commission, its agents, officers, and employees against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgements or decrees by reason of any third-party person's or persons' bodily injury, including death, or property (including property of Commission) 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 to the extent the injury or loss is caused by the negligence of intentional wrongdoing of Commission.

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

Commission 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. Commission 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 County 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 Commission 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 Commission: First 5 Tehama
Attn: Heidi Mendenhall, Executive Director
P.O. Box 858
Red Bluff, CA 96080
(530) 528-1395

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

18. NON-EXCLUSIVE AGREEMENT

Commission 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 Commission, or to perform such services with County's own forces, as County desires.

19. STANDARDS OF THE PROFESSION

Commission 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 Commission has been properly licensed to practice.

20. LICENSING OR ACCREDITATION

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

21. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

22. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

23. HAZARDOUS MATERIALS

Commission shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Commission, or any of its Subcontractors, in connection

with the services on County property. Commission 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 Commission, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Commission may be exposed to while on County property.

24. HARASSMENT

Commission 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.

25. 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.

27. CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the Commission agrees to protect the

confidentiality of any and all patient or client information with which the Commission may come into incidental contact with during the term of this Agreement. The Commission shall not retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

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

COUNTY OF TEHAMA

Date: 10-18-24


Jayme S. Botke, Executive Director

FIRST 5/TEHAMA COUNTY CHILDREN AND FAMILIES COMMISSION

Date: 9/23/2024


Heidi Mendenhall, Executive Director

Date: 9/23/2024

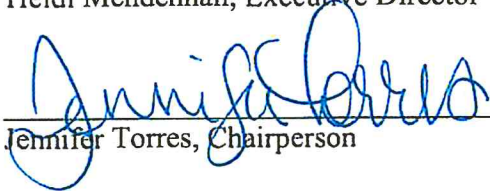

Jennifer Torres, Chairperson

Exhibit A

INSURANCE REQUIREMENTS FOR COMMISSION

Commission 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 Commission, his/her agents, representatives, employees, or subcontractors. At a minimum, Commission 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 Commission has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Commission and Commission'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 Commission 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, Commission 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 Commission maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Commission.

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 Commission’s liability to County and will be the sole responsibility of Commission.

Primary Insurance Coverage

For any claims related to this project, Commission’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 Commission’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

Commission'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. Commission shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

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

Material Breach

If for any reason, Commission 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 Commission resulting from breach.

Alternatively, County may purchase such required insurance coverage, and without further notice to Commission, County may deduct from sums due to Commission any premium costs advanced by County for such insurance.

Policy Obligations

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

Verification of Coverage

Commission 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

**TEHAMA COUNTY HEALTH SERVICES AGENCY
SCOPE OF WORK
PERINATAL/POSTPARTUM INITIATIVE
Fiscal Year 2024-25**

Perinatal/postpartum initiative FY 2024-2025

**Scope of Services
TCHSA**

DELIVERABLE CONTENT	SERVICES	DELIVERABLE DATE
Postpartum and perinatal supports	<ul style="list-style-type: none">• Plan group setting postpartum and perinatal supports pilot including but not limited to identifying assessments, curriculum, venue and registration.• Plan for tiered levels of intervention including group setting and individual therapy for parents experiencing postpartum psychosis.• Implement plan and pilot initial group and individual therapy sessions as needed.• Based on experiences of pilot group and individual; plan and coordinate the remaining calendar of groups.	<ul style="list-style-type: none">• Quarter 1 • Quarter 1 • Quarter 2-4
Community Outreach & Partnerships	<ul style="list-style-type: none">• Provide initial case-management to group attendees including but limited to referrals health clinics, lactation services, mental health services.	<ul style="list-style-type: none">• Ongoing Quarter 1-4

ATTACHMENT A. 2024-25

	<ul style="list-style-type: none"> • Refer to Pregnancy to Preschool partners when appropriate to provide on-going navigation and case management services via NCCDI/ Help Me Grow etc. • Coordinate with First 5 and Early Intervention Partnership members to share information with families and leaders • Coordinate with healthcare providers to engage postpartum and perinatal parents. • Embed information about the impact and success of the program within local Health Professionals communication including but not exclusively (Public Health Advisory Board, Mental Health Board, Interagency Leadership Team, Early Intervention Partnership) 	
<p>Reporting & Evaluation</p>	<ul style="list-style-type: none"> • Co-create evaluation pre and post with First 5 and ASR to be used in groups. This will include impact measures, demographic information, and system-wide measurement. • Co-create quarterly reporting template. • Submit quarterly fiscal reports and invoices along with co-created reporting template. • Provide completed Success Story template 	<ul style="list-style-type: none"> • Quarter 1 • Quarter 1 • Quarter 1, Quarter 2, Quarter 3 and Quarter 4 (October 20th, Jan 20th, April 20th, July 20th) • Quarter 1, Quarter 2, Quarter 3 and Quarter 4 (note: this will be a part of quarterly reporting)

ATTACHMENT A. 2024-25

	<ul style="list-style-type: none"> • Provide completed Sharing Impact template Form provided by First 5 annually • Present an annual Power Point outcomes presentation, • Work with ASR and F5 to submit annual Evaluation Impact Report & Demographics. 	<ul style="list-style-type: none"> • Annually in Quarter 4 • Per invitation • Annually Quarterly
<p>Sustainability</p>	<ul style="list-style-type: none"> • Explore options for sustainability of program. Including but not limited to: <ul style="list-style-type: none"> ○ Exploring MediCal billing for services ○ Exploring becoming a Community Supports provider through Partnership • Work with ASR and F5 to develop county-wide resources partner programs may use to support perinatal/postpartum population. • 	<ul style="list-style-type: none"> • On-going

Total: \$15,000

Timeline & Budget

Annual agreement beginning **July 2024** and ending **June 30, 2025.**

Budget must be billed quarterly. **Final invoice must be received by June 15, 2025.**