

HEALTHY FAMILIES AMERICA®
AFFILIATION AND LICENSE AGREEMENT

I. INTRODUCTION

This document and all Exhibits hereto establish the Affiliation and License Agreement (hereinafter “Agreement”) made this 7th day of May, 2024 (the “Effective Date”) between Prevent Child Abuse America®, an Illinois not-for-profit corporation and the developer of the Healthy Families America Model, (“PCA America”), and

Tehama County Health Services Agency Public Health (“Affiliate”) (collectively the “Parties” and each individually a “Party”).

The Affiliate under this Agreement may be either a Provisional Affiliate or an Accredited Affiliate, each as defined below.

II. RECITALS

WHEREAS, the Healthy Families America® (“HFA”) Model is an internationally recognized, evidence-based home visiting model, based on the Critical Elements, set forth in Exhibit 1, and operationalized through the Best Practice Standards, set forth in Exhibit 2, designed to promote family and child well-being, prevent child maltreatment and other adverse childhood experiences;

WHEREAS, PCA America owns certain Proprietary Property, as defined herein in Section III and set forth in Exhibit 3;

WHEREAS, Affiliate has been granted affiliation by PCA America and such affiliation remains in Good Standing;

WHEREAS, Affiliate wishes to implement the HFA Model to serve expectant and new parents in its Territory, set forth in Exhibit 4, and to be known to the public as:

Healthy Families Tehama.

(ex: Healthy Families <County Name> or Site Name, a Healthy Families America Affiliate)

WHEREAS, PCA America has the power and authority to grant to Affiliate the licenses to use the Proprietary Property for the purposes described herein;

WHEREAS, Affiliate desires to obtain from PCA America affiliation and license to implement the HFA Model and use the Proprietary Property in the Territory; and

WHEREAS, Fidelity to the Model has been demonstrated by Affiliate;

NOW, THEREFORE, in consideration of the foregoing premises, covenants and promises contained herein, PCA America and Affiliate covenant and agree as follows:

III. DEFINITIONS

“Accreditation Expiration Date” means the date when an Affiliate is required to have completed the Accreditation Process. For single sites, this occurs initially three (3) years from the date of the site’s Fidelity Assessment, and then every four (4) years thereafter. For multi-site affiliates this occurs initially three (3) years from multi-site affiliation and every five (5) years thereafter.

“Accreditation Process” means the steps an Affiliate or multi-site system is required to follow in order to become accredited. This includes completion of a self-study, a national peer-reviewed site visit and any subsequent quality improvement efforts in order to meet the threshold to be accredited (100% of all first order and safety standards and 85% of all third order and stand-alone second order standards). Completion of this process is required to confirm Fidelity to the Model, as set forth in Exhibit 11.

“Accredited Affiliate” means Affiliates that have demonstrated Fidelity to the Model through successful completion of the Accreditation Process or through the completion of a Fidelity Assessment.

“Adaptation” means an actual adjustment or modification to the specific best practices that relate to the critical elements. In rare situations, an Affiliate or system may be compelled to seek an adaptation to the model. All Adaptations must be approved by PCA America.

“Affiliate” identifies the approved Local Implementing Agency delivering the HFA Model in the specified Territory set forth in Exhibit 4. Sometimes referred to as “site.”

“Affiliation Fee” the fee Affiliates pay annually for the right to use the HFA Model, and to utilize all support services available for successful implementation and to illustrate Fidelity to the Model.

“Association Management System (AMS)” refers to the web-based system used by HFA headquarters to collect site and staff demographic data, and link local HFA staff to HFA’s online portal for access to training, network resources and making online payment of fees.

“Best Practice Standards” describe expectations for Fidelity to the Model and are a tool used to identify the policies, procedures and practices necessary for HFA Affiliates to implement. It is also the tool used for accreditation to measure Affiliate performance relative to each standard.

“Enhancement” means any service that augments or supplements the HFA Model without altering the critical elements or fidelity expectations of the model. For example, utilization of doulas in addition to Family Support Specialists while a mother is pregnant, the use of fatherhood specialists, mental health specialists, the use of depression-focused curriculum materials and modules or the use of parent group services are all considered enhancements. Enhancements are encouraged and do not require permission from HFA Headquarters in order to be implemented.

“Family Support Specialist” means an individual who has received HFA Model training to work as a home visitor. Sometimes referred to as “FSS.”

“Fidelity Assessment Expiration Date” means the date approximately three (3) years from Affiliation date when a new single site affiliate is required to complete a Fidelity Assessment from HFA Headquarters.

Fidelity Assessment Process” means the steps a new single site affiliate follows within three (3) years of its initial affiliation with HFA. This includes completion of a self-study by the affiliate, a review of select documentation including all Safety and Essential Standards, and virtual interviews with all staff by HFA Headquarters, with the purpose of confirming sites understand how to implement the model and have implemented key components to fidelity,.

“Fidelity to the Model” means implementing the HFA Model in a manner consistent with the Critical Elements and the Best Practice Standards through successful completion of the Fidelity Assessment or the Accreditation Process; therefore, maximizing the likelihood of achieving results comparable to those measured in Research.

“Good Standing” means an affiliate that is current with payment of all fees, information in the HFA Site Tracker and Association Management System (AMS) and the Accreditation Process.

“HFA Headquarters” refers to HFA staff employed by PCA America to provide oversight and support to the HFA network. Sometimes referred to as the “HFA National Office”.

“HFA Model” means the services offered to families based on the Proprietary Property. Sometimes referred to as the “Program”.

“Healthy Families America Site Tracker (HFAST)” refers to the web-based administrative data system for the HFA National Office. HFAST includes a Site Profile Report (SPR) module to collect aggregate program data from Affiliates. Collectively, the data in HFAST enables national staff to better support quality of local Affiliates, including state and Affiliate-specific feedback reports. The data collected in HFAST also helps identify national trends within the HFA network.

“Program Manager” means the person at an affiliate site responsible for the day-to-day, hands-on management of the HFA Model, and involved in program planning, budgeting, staffing, training, quality assurance and evaluation. The Program Manager also typically is responsible for ongoing collaboration with community/state partners, public relations and for maintaining positive working relationships with early childhood partners and providers.

“Proprietary Property” means the items listed in Exhibit 3 and: (i) the HFA Model, including facilitators and handouts, (ii) the Critical Elements; (iii) the name “Healthy Families America”; (iii) the “Healthy Families America” logo; (iv) all HFA website content and HFA Network Resources content; (v) the copyrighted materials; (vi) trade secrets, including but not limited to technical or non-technical data, formulas, patterns,

compilations, programs, devices, methods, techniques, drawings, processes, financial data, or lists of actual or potential customers or suppliers; and (vii) participant information and other materials used in the HFA Model as of the Effective Date that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates and derivative works thereof and all of the rights of HFA and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses and discoveries that are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Affiliate, HFA or its licensors, whether or not they are incorporated into the HFA Model or the Proprietary Property.

“Provisional Affiliate” means an Affiliate in the initial start-up phase that has not yet demonstrated Fidelity to the Model through the Fidelity Assessment Process for the first time.

“Research” means a systematic examination of information to answer a question and advance knowledge and any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board, or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic and/or lay communities. Evaluation can be a type of research if the knowledge to be gained is applicable to and will be applied beyond the immediate participants and context of the study. Evaluation solely for purposes of quality assurance is not considered Research.

“Territory” means the HFA site service area set forth in Exhibit 4.

IV. REQUIREMENTS OF PCA AMERICA

Pursuant to this Agreement, PCA America commits to comply with the following requirements:

- A. PCA America agrees to offer services consistent with Exhibit 5.
- B. PCA America shall provide Affiliate with invoices for Annual Affiliation Fees to Affiliate, based upon the fee schedule provided in Exhibit 6.

V. REQUIREMENTS OF AFFILIATE

Affiliate commits to comply with the following requirements, subject to the terms of this Agreement:

- A. Implement HFA Model with Fidelity to the Model and will undertake the steps described in Exhibit 7, HFA Model Requirements, in order to do so.
- B. Utilize HFA National Office services, as appropriate and available, to ensure Fidelity to the Model.
- C. Pay all Fees associated with being an affiliate as set forth in Exhibit 6.

- D. Maintain information in the Association Management System related to site and staff demographics, provided there are no legal restrictions to do so.
- E. Input aggregate data annually into HFAST per the annual Site Profile Report Guidance, provided there are no legal restrictions to do so.
- F. Implement a data management system to track participant level data as described in the HFA Best Practice Standards (Exhibit 2) and the Data Elements provided in Exhibit 8, provided there are no legal restrictions to do so.
- G. Take all appropriate steps to maintain participant confidentiality and obtain any necessary written participant consents, in accordance with applicable federal and state laws, should there be a need to disclose protected information to HFA Headquarters.
- H. Affiliate agrees to communicate with PCA America prior to participating in any research study involving 1) the HFA Model or 2) participant families, past or present, enrolled in HFA services per HFA Best Practice Standards and the HFA Research Review Policy set forth in Exhibit 2 and Exhibit 13 respectively.
- I. Should an Affiliate wish to make any Adaptation to the HFA Model, a formal request will be submitted to HFA Headquarters, and implementation will begin only if approval is received.
- J. Enhancements that do not alter or impact Fidelity to the Model can be implemented in the absence of formal approval from HFA Headquarters. However, Affiliates shall provide updates to the annual Site Profile Report via HFAST of any enhancement services being delivered.
- K. In addition to the requirements set forth in Paragraphs A - J of this Section, if Affiliate is a Provisional Affiliate as of the Effective Date, Affiliate also must schedule the Fidelity Assessment at least twenty-four (24) months prior to the Fidelity Assessment Expiration Date. Provisional Affiliate also must successfully complete the Fidelity Assessment process in order to receive accredited status and transition from a Provisional Affiliate to an Accredited Affiliate pursuant to Section VII of this Agreement.
- L. In addition to the requirements set forth in Paragraphs A - J of this Section, if Affiliate is an Accredited Affiliate as of the Effective Date or becomes an Accredited Affiliate after the Effective Date, Affiliate also must initiate the Accreditation Process at least twelve (12) months prior to the Accreditation Expiration Date to be re-accredited.

VI. GRANT OF LICENSES TO USE PROPRIETARY PROPERTY

- A. **Ownership of Proprietary Property.** As between PCA America and Affiliate, PCA America owns and shall retain all right, title and interest to the Proprietary Property, including the goodwill associated with the Proprietary Property. Affiliate

agrees that it will not challenge PCA America's ownership rights to the Proprietary Property or the validity or enforceability of such property. Nothing in this Agreement shall be construed as an assignment or grant of any right, title or interest to Affiliate in the Proprietary Property. To the extent Affiliate gains any ownership rights by operation of law in any Proprietary Property, Affiliate hereby assigns PCA America right, title, and interest, including all copyrights, trademark rights, and other intellectual property rights, in and to any such Proprietary Property. In such regard, Affiliate agrees to execute such assignments, documents, and other instruments, and perform such other actions, as may be required to effectuate and perfect such assignment. Nothing contained herein shall operate to deprive PCA America of any said right, title and interest in and to the Proprietary Property, or be construed as a limitation on the right of PCA America to use or license all or any part of the Proprietary Property except as provided in Section VI.D herein.

- B. License Grant – Sublicenses.** Affiliate may not grant any sublicenses to any third party without the prior express written consent of the PCA America, which may be withheld for any reason.
- C. Property of Affiliate.** For clarity, the Proprietary Property does not include ideas, concepts, designs, methods, inventions, modifications, improvements, new uses and discoveries that Affiliate conceives or develops outside the scope of this Agreement and without the use of or reference to Proprietary Property. The concepts of the Affiliate, and the implementation of them, shall remain the property of the Affiliate.
- D. License Grant – Trademarks.** Subject to the terms and conditions of this Agreement, PCA America hereby grants Affiliate a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the trademarks and logos set forth on Exhibit 3 for the purpose of promoting goods, services and activities that are consistent with implementation of the HFA Model in the specified Territory, provided that at all times Affiliate complies with PCA America's then-current "Graphic Standards and Branding Requirements of HFA." (Exhibit 10 sets forth the version current as of the Effective Date.) Any goodwill arising from the exercise of such license will inure to the benefit of PCA America and will become part of the Proprietary Property. Affiliate will not during or after the Term use, adopt, or attempt to register, either directly or indirectly, any trademarks included in the Proprietary Property or any similar trademarks or logos. At PCA America's request and expense, Affiliate will cooperate and provide PCA America with assistance for PCA America to register such trademarks in the Territory.
- E. License Grant – Works of Authorship.** Subject to the terms and conditions of this Agreement, PCA America hereby grants Affiliate a limited, non-exclusive, non-transferable license, without the right to sublicense, to copy, modify, prepare derivative works of, and distribute, solely in the Territory, any works of authorship included in Exhibit 3 solely in connection with goods, services and activities that are consistent with the implementation of the HFA Model.

- F. Quality Control.** Affiliate shall ensure that the nature and quality of the Affiliate's goods, services and activities made, used, or promoted by the Affiliate or on the Affiliate's behalf, and all related advertising, promotional, and other related uses of the trademarks and logos are consistent with implementation of the HFA Model in the specified Territory and meet PCA America's standards and specifications, including any requirements of applicable governmental authorities (including regulatory agencies) in the Territory. Affiliate agrees that all such activities shall be under the control of PCA America. Affiliate shall cooperate with PCA America in facilitating PCA America's control of the nature and quality of Affiliate's goods, services and activities and other uses of the trademarks and logos. Affiliate shall not alter the quality of its goods, services and activities except with PCA America's express written consent and approval. Affiliate shall, periodically and immediately on demand by PCA America at any time, furnish samples of its goods, services and activities to PCA America.
- G. Inspection of Affiliate's Uses of PCA America's Trademarks and Logos.** Affiliate hereby grants PCA America the right on reasonable notice to inspect during the Term of the Agreement Affiliate's goods, services, and activities, and all related advertising, promotional, and other related uses of the trademarks and logos. In the event that the quality of Affiliate's goods, services, and activities and related uses fall below PCA America's standards and specifications, Affiliate shall promptly prepare for Affiliate's review and approval a detailed corrective action plan and, upon obtaining PCA America's consent and approval, promptly implement such plan.
- H. Ownership. Maintenance, Protection and Promotion of the Proprietary Property.** If Affiliate becomes aware of any infringement or acts of unfair competition related to the Proprietary Property, Affiliate shall promptly inform PCA America of any such activity and provide reasonable cooperation when requested by PCA America in any action against such acts of infringement or unfair competition
- I. Amendment of Exhibit 3.** From time to time, PCA America and its licensors may amend Exhibit 3 to include other works. Any such amendment will clearly identify the work or works that will be the subject of the amendment. PCA America will provide Affiliate with reasonable written notice of any amendments to Exhibit 3. Upon the entry of such an amendment, the work or works that are the subject of the amendment shall fall within the scope of the license granted hereunder and will be subject to all the terms and conditions set forth herein.
- J. Third Party Complaints.** Immediately upon receipt of any complaint from a Third Party concerning any of Affiliate's goods, services, or activities, Affiliate shall send PCA America a copy of such complaint.

VII. TRANSITION FROM PROVISIONAL AFFILIATE TO ACCREDITED AFFILIATE

- A.** If Affiliate is a Provisional Affiliate as of the Effective Date, and the Affiliate successfully completes the Fidelity Assessment Process, Affiliate's status shall change from Provisional Affiliate to Accredited Affiliate under this Agreement, effective the date it receives notice from PCA America that it has successfully completed the Fidelity Assessment Process.
- B.** If Affiliate is a Provisional Affiliate as of the Effective Date, and Affiliate is unable to successfully complete the Fidelity Assessment and Accreditation Process, Affiliate shall have ninety (90) days from the date notice is received by Affiliate from PCA America that it has failed to meet the accreditation requirements to successfully complete the Fidelity Assessment and Accreditation Process. If Affiliate is unable to successfully complete the Fidelity Assessment and Accreditation Process within the ninety (90) day period, this Agreement shall terminate effective ninety (90) days from the date Affiliate received notice, and in accordance with the provisions of Section X of this Agreement.

VIII. TRANSFERABILITY AND ASSIGNMENT

- A.** Affiliate shall not transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof. PCA America shall not transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof without providing thirty (30) days' notice thereof to Affiliate.
- B.** PCA America retains the right to revoke the affiliation and this Agreement at any time for substantial and/or serious noncompliance with the Requirements of Affiliate set forth in Section V herein and the procedures set forth in Exhibit 7 to this Agreement.

IX. DISAFFILIATION

- A.** Failure to comply with the terms of the Agreement or misuse of the Proprietary Property can result in disaffiliation from the HFA Model. Grounds for disaffiliation include, but are not limited to: (i) inability to pay fees in a timely manner; (ii) delay in scheduling an accreditation site visit or achieving accreditation by the Accreditation Expiration Date; (iii) misuse of Proprietary Property; and (iv) disregard for Fidelity to the Model requirements.
- B.** In the case where grounds for disaffiliation exist, Affiliate shall have ninety (90) days from the date notice of disaffiliation from PCA America to cure all grounds for disaffiliation. If Affiliate is unable to cure all grounds for disaffiliation within the ninety (90) day period, disaffiliation shall be effective the day after the expiration of the ninety (90) day period.

- C. If disaffiliated, PCA America reserves the right to advise the Affiliate's funder(s) of the change in Affiliate status, or to provide notice that the Affiliate is no longer in Good Standing.

X. TERM AND TERMINATION

- A. **Term.** This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the Effective Date and shall extend until terminated by either Party (the "Term").

- B. **Termination by Affiliate.**

- 1. Affiliate may terminate the Agreement: (i) if Affiliate relinquishes its affiliation; or (ii) if PCA America breaches any of the terms or provisions of this Agreement. Affiliate must serve PCA America with written notice of its intent to terminate the Agreement.
- 2. Termination of the Agreement in the event Affiliate relinquishes its affiliation will be effective the date specified in a formal disaffiliation letter from HFA Headquarters. In the case of a breach of the Agreement by PCA America, PCA America shall have ninety (90) days from the date notice of breach is received from Affiliate to cure such breach. If it is unable to cure the breach, termination of the Agreement shall be effective the day after the expiration of the ninety (90) day period.

- C. **Termination by PCA America.**

- 1. PCA America may terminate the Agreement if Affiliate breaches any of the terms or provisions of this Agreement. Grounds for termination of the Agreement include, but are not limited to: (i) Affiliate fails to perform any of its obligations under this Agreement; (ii) Affiliate's activities are no longer consistent with the HFA Model, pursuant to Exhibits 1 and 2 of this Agreement; (iii) Affiliate voluntarily relinquishes its Affiliation and its rights under this Agreement; or (iv) Affiliate loses funding and is unable to provide HFA services.
- 2. In the case of a breach of the Agreement by Affiliate, Affiliate shall have ninety (90) days from the date notice of breach is received from PCA America to cure such breach. If it is unable to cure the breach, termination shall be effective the day after the expiration of the ninety (90) day period.
- 3. The Agreement shall terminate immediately if Affiliate has a change of control. In such event, Affiliate will give written notice to PCA America of said occurrence within five (5) days of Affiliate's execution of any letter of intent.

4. If the Agreement is terminated, PCA America reserves the right to advise the Affiliate's funder(s) of the change in Affiliate status, or to provide notice that the Affiliate is no longer in Good Standing.
- D. Remedies at Law or Equity.** Each Party recognizes and acknowledges that, in the event of a breach of this Agreement, the non-breaching Party is entitled to seek any and all available remedies in equity or at law.
- E. Use of Proprietary Property.** Upon the termination or expiration of this Agreement, Affiliate shall discontinue use of the Proprietary Property immediately upon receipt of the notice of termination of this Agreement. Should Affiliate fail to discontinue the use of PCA America's Proprietary Property, PCA America shall seek all remedies available to it, including, without limitation, filing a suit in equity to enjoin Affiliate from further use of PCA America's Proprietary Property.
- F. Payment of Fees.** All fees payable by Affiliate to PCA America up through the date of termination of the Agreement will be due immediately upon the date of termination, , and with respect to termination by Affiliate, any fees previously paid by Affiliate shall be non-refundable.
- G. Miscellaneous.**
1. Termination of this Agreement shall have no consequences upon the obligation of each Party to complete its obligations to the other Party hereto, customers or other third parties under contracts and other agreements entered into prior to the effective date of such termination of this Agreement.
 2. The termination of this Agreement shall not terminate the liability of the breaching or defaulting Party resulting from such breach or default of this Agreement.
 3. The provisions of Sections VII, X, XI, and XII shall remain in full force and effect following the termination of this Agreement.

XI. CONFIDENTIALITY

- A.** During the Term of this Agreement, each Party may have or may be provided access to the other Party's Confidential Information and materials (including, without limitation, the Proprietary Property). All such Confidential Information shall be retained in confidence in accordance with the terms of this Agreement and any applicable separate nondisclosure agreement between PCA America and Affiliate.
- B.** The HFA Accreditation Process requires mutual commitments from PCA America's staff, Certified Peer Reviewers and Affiliate to interact with candor, cooperation, integrity and trust. All individuals working on the Accreditation Process have the responsibility to maintain confidentiality regarding information of which they become aware as a result of accreditation activities. Only information

that is procedurally identified as being public or that legally must be released will be disclosed. The policy is binding on PCA America staff and HFA Certified Peer Reviewers pursuant to the terms and conditions provided in the Peer Confidentiality Agreement set forth in Exhibit 12.

- C. Neither Party shall use the Confidential Information of the other Party for any purpose other than to perform the receiving Party's obligations under this Agreement both during the Term of this Agreement or after its termination.
- D. Neither Party shall publish or disclose or cause to or permit anyone else to use, publish or disclose any such Confidential Information, unless: (i) the receiving Party can show by written evidence that such Confidential Information was lawfully known to it at the time of receipt thereof from the other Party; (ii) such Confidential Information becomes publicly available through no fault of the receiving Party; (iii) the receiving Party can show by written evidence that it has received such Confidential Information from another source without any confidentiality obligation owing to the disclosing Party or any other third Party; (iv) the receiving Party can show by written evidence that its employees or agents have developed such Confidential Information independently without any knowledge of the disclosing Party's Confidential Information; or (v) disclosure is required by, or pursuant to, laws or other act or order of any court, government or governmental agency, as to which the receiving Party shall give the Party whose Confidential Information is being disclosed prompt notice, and with whom the receiving Party shall consult on the possibility of seeking a protective order or other means to preserve the confidentiality of the Confidential Information required to be disclosed.

XII. MISCELLANEOUS

- A. **Governing Law.** The Agreement shall be interpreted and governed by the internal substantive laws of the State of Illinois without regard to its conflict of law principles.
- B. **Modification and Waiver.** No amendment, modification or waiver of the terms of this Agreement shall be binding on either Party unless reduced to writing and signed by an authorized officer of the Party to be bound and, in the case of a waiver, shall be effective only in the specific instance and for the specific purpose for which given, and shall not be construed as a waiver of any subsequent breach. The failure of either Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such Party thereafter to enforce each and every provision.
- C. **Entire Agreement.** This Agreement and all Exhibits hereto contain the complete Agreement between the Affiliate and PCA America relating to the subject matter hereof. This Agreement supersedes any and all prior and collateral agreements, representations, warranties, promises, conditions proposals, discussions or writings relating to the subject matter of this Agreement between the Affiliate and PCA

America. This Agreement may only be amended by a written instrument duly executed by the Parties hereto.

- D. Severability.** If any provision in this agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement. The remaining provisions of this agreement shall continue in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed to be made enforceable so as to provide the same substantive result intended by such a provision.
- E. Notice.** All notices provided for or which may be given in connection with this Agreement shall be in writing, and shall be effective (i) on receipt if delivered personally to an officer of the Party to receive such notice, (ii) on the next business day if sent by electronic mail and (iii) on the second business day following the date of mailing if sent by registered airmail, postage prepaid, addressed or telefaxed as follows (or such other address or telefax as may be designated by similar notice from time to time delivered to the other Party):

If to PCA America, to:
Kathleen Strader, Chief Program Officer
Prevent Child Abuse America
33 N. Dearborn St., Suite 2300
Chicago, Illinois 60602
Fax: 312.939.8962

If to Affiliate, to:
Jayme S. Bottke, Executive Director
Tehama County Health Services Agency Public Health
PO Box 400, Red Bluff, CA 96080
Attention: Jayme S. Bottke
Fax: 530-527-0240

- F. Effect of Counterparts.** For convenience of the Parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.
- G. No Authority to Bind Other Party or Act as Agent.** Other than specifically set forth herein, neither of the Parties, their agents nor employees shall, under any circumstances, be considered to be an agent, representative of the other Party or anything other than an affiliate as specified herein for all purposes of this Agreement. Neither Party shall be liable for the debts nor obligations of the other Party, except as may be authorized specifically in writing. Neither Party has the express or implied authority to bind the other in any manner whatsoever by virtue of this Agreement, and neither shall hold itself out as having such authority.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers or representatives as of the Effective Date.

PREVENT CHILD ABUSE AMERICA

By: DocuSigned by:
Kathleen Strader
36837F4380964E0...

Name: Kathleen Strader

Title: Chief Program Officer

Date: 4/9/2024

TEHAMA COUNTY HEALTH SERVICES AGENCY

By: *Jayne S. Bottke*

Name: Jayne S. Bottke

Title: Executive Director

Date: 4-16-24

EXHIBIT 1

CRITICAL ELEMENTS & SPECIFIC HFA MODEL REQUIREMENTS

HFA's Critical Elements make up the overarching research-based components of the HFA Model, with the exception of Section XIII which is associated with the governance and administration of a program. The Critical Elements can be broken into three broad areas: Service Initiation, Service Content and Administration. Each Critical Element is further defined and with requirements for HFA model implementation in the HFA Best Practice Standards (Exhibit 2).

Service Initiation

- I. **INITIATE SERVICES EARLY, IDEALLY DURING PREGNANCY.**
- II. **USE THE VALIDATED FAMILY RESILIENCE AND OPPORTUNITIES FOR GROWTH (FROG) SCALE TO IDENTIFY FAMILY STRENGTHS AND CONCERNS AT THE START OF SERVICES.**
- III. **OFFER SERVICES VOLUNTARILY AND USE PERSONALIZED, FAMILY-CENTERED OUTREACH EFFORTS TO BUILD TRUST WITH FAMILIES.**

Service Content

- IV. **OFFER SERVICES INTENSELY AND OVER THE LONG TERM, WITH WELL-DEFINED CRITERIA AND A PROCESS FOR INCREASING OR DECREASING INTENSITY OF SERVICE.**
- V. **STAFF (MANAGERS, SUPERVISORS, AND DIRECT SERVICE STAFF) CELEBRATE DIVERSITY AND HONOR THE DIGNITY OF FAMILIES AND COLLEAGUES BY EDUCATING AND ENCOURAGING SELF AND OTHERS, CONTINUOUSLY STRIVING TO IMPROVE RELATIONSHIPS. SITES WORK WITH OTHERS IN THEIR ORGANIZATION AND COMMUNITY TO IDENTIFY AND ADDRESS EXISTING BARRIERS AND INCREASE ACCESS TO SERVICES, ESPECIALLY FOR UNDERREPRESENTED GROUPS IN THE COMMUNITY, CONFRONTING DISPARITIES CAUSED BY INSTITUTIONAL RACISM AND DISCRIMINATION..**
- VI. **SERVICES FOCUS ON SUPPORTING THE PARENT(S) AS WELL AS THE CHILD BY CULTIVATING THE GROWTH OF NURTURING, RESPONSIVE PARENT-CHILD RELATIONSHIPS AND PROMOTING HEALTHY CHILDHOOD GROWTH AND DEVELOPMENT WITHIN A CARING COMMUNITY.**
- VII. **AT A MINIMUM, ALL FAMILIES ARE LINKED TO A MEDICAL PROVIDER TO ENSURE OPTIMAL HEALTH AND DEVELOPMENT. DEPENDING ON THE FAMILY'S NEEDS, THEY MAY ALSO BE LINKED TO ADDITIONAL SERVICES RELATED TO: FINANCES, FOOD, HOUSING ASSISTANCE, SCHOOL READINESS, CHILD CARE, JOB TRAINING, FAMILY SUPPORT,**

SUBSTANCE ABUSE TREATMENT, MENTAL HEALTH TREATMENT, AND DOMESTIC VIOLENCE RESOURCES.

- VIII. SERVICES ARE PROVIDED BY STAFF IN ACCORDANCE WITH PRINCIPLES OF ETHICAL PRACTICE AND WITH LIMITED CASELOADS TO ENSURE FAMILY SUPPORT SPECIALISTS HAVE AN ADEQUATE AMOUNT OF TIME TO SPEND WITH EACH FAMILY TO MEET THEIR UNIQUE AND VARYING NEEDS AND TO PLAN FOR FUTURE ACTIVITIES.**

Administration (Personnel Selection, Staffing, Training, Supervision, Governance & Administration)

- IX. SERVICE PROVIDERS ARE SELECTED BECAUSE OF THEIR PERSONAL CHARACTERISTICS, THEIR LIVED EXPERTISE AND KNOWLEDGE OF THE COMMUNITY THEY SERVE, THEIR ABILITY TO WORK WITH CULTURALLY DIVERSE INDIVIDUALS, AND THEIR KNOWLEDGE AND SKILLS TO DO THE JOB.**
- X. SERVICE PROVIDERS RECEIVE INTENSIVE TRAINING SPECIFIC TO THEIR ROLE TO UNDERSTAND THE ESSENTIAL COMPONENTS OF FAMILY ASSESSMENT, HOME VISITING AND SUPERVISION.**
- XI. SERVICE PROVIDERS HAVE A FRAMEWORK, BASED ON EDUCATION OR EXPERIENCE, FOR HANDLING THE VARIETY OF EXPERIENCES THEY MAY ENCOUNTER WHEN WORKING WITH AT-RISK FAMILIES. ALL SERVICE PROVIDERS RECEIVE TRAINING IN AREAS SUCH AS CULTURAL COMPETENCY, REPORTING CHILD ABUSE, DETERMINING THE SAFETY OF THE HOME, MANAGING CRISIS SITUATIONS, RESPONDING TO MENTAL HEALTH, SUBSTANCE ABUSE, OR DOMESTIC VIOLENCE ISSUES, DRUG-EXPOSED INFANTS, AND SERVICES IN THEIR COMMUNITY.**
- XII. SERVICE PROVIDERS RECEIVE ONGOING, REFLECTIVE SUPERVISION SO THEY ARE ABLE TO DEVELOP REALISTIC AND EFFECTIVE PLANS TO EMPOWER FAMILIES.**
- XIII. GOVERNANCE & ADMINISTRATION (NOT A CRITICAL ELEMENT) THE AFFILIATE IS GOVERNED AND ADMINISTERED IN ACCORDANCE WITH PRINCIPLES OF EFFECTIVE MANAGEMENT AND OF ETHICAL PRACTICE.**

EXHIBIT 2

HFA BEST PRACTICE STANDARDS

[\(View/Download Exhibit here\)](#)

EXHIBIT 3**PREVENT CHILD ABUSE AMERICA PROPRIETARY PROPERTY**

- Trademarks, service marks or logos owned by Prevent Child Abuse America, including:

Proprietary Mark	Application or Registration No.
HEALTHY FAMILIES AMERICA	U.S. Reg. No. 4,986,976
PREVENT CHILD ABUSE AMERICA	U.S. Reg. No. 3,571,637
PINWHEELS FOR PREVENTION	U.S. Reg. No. 2,800,287
PINWHEEL CITY USA	U.S. Reg. No. 4,400,426
 (DESIGN ONLY)	U.S. Reg. No. 5,443,912 U.S. App. Nos. 86,528,257, 86,983,716

- HFA Critical Elements
- HFA Best Practice Standards
- HFA Website, including all login protected resources
- CHEERS Check-In Tool
- Family Resilience and Opportunities for Growth Scale
- All copyrighted HFA Training Materials

EXHIBIT 4
TERRITORY

EXHIBIT 5

PCA AMERICA RESPONSIBILITIES

To ensure Affiliate staff have support for Fidelity to the Model, The HFA National Office provides access to the following support regarding model implementation:

1. Technical Assistance and Support
 - a. Offered by experienced staff, via telephone, email or webinar, to support planning, development, implementation and accreditation of the HFA Model based on the Best Practice Standards.
 - b. HFA Implementation training
 - c. Data system selection guidance
 - d. On-site Technical Assistance as deemed necessary and appropriate (for an additional fee)
2. Training & Professional Development
 - a. Access to comprehensive training from certified HFA trainers for direct service staff, Supervisors and Program Managers (training fees are associated with these services)
 - b. Access to HFA Model enhancement training such as Great Beginnings Start Before Birth (prenatal training), and Facilitating Change (motivational interviewing techniques for home visitors)
 - c. HFA materials and webinars free of charge or at a reduced cost, including low cost training manuals and free access to HFA developed wrap-around trainings.
 - d. CHEERS Check-In Tool
3. Research, Evaluation and Data Collection
 - a. HFA Site Tracker (HFAST) for collection of Site Profile Reports;
 - b. HFA Association Management System for staff and training data, along with HFA fee payment information;
 - c. Data Security protocols to protect site data that has been shared with HFA;
 - d. Current and emerging research translation for the home visiting field;
 - e. Consultation and/or recommendations regarding practical methodological issues

- f. Opportunities to develop an understanding of evidence-based evaluation, to collaborate on research projects and participate in development of research methodologies when applicable;
- g. Nationally-recognized researchers through our Prevent Child Abuse America National Board, and other research colleagues.

4. Capacity Building

- a. National replication and state systems development expertise;
- b. Federal and State Advocacy and Government Affairs
- c. Dedicated staff for analysis of federal public policy proposals that impact home visiting and prevention of child maltreatment;
- d. Electronic advocacy updates and alerts on federal policies related to child abuse prevention;
- e. Guidance in seeking legislative and public support for prevention;
- f. National collaborations with national organizations to provide both national and local benefit;

5. National Conferences

- a. Subject matter experts and peer-to-peer idea exchange on leading-edge topics related to healthy child development and child abuse prevention at PCA America's conferences;

6. Marketing and Communications

- a. Print ready logos in various colors and versions (JPG, EPS and JNP) specific to Healthy Families Location/Agency.
- b. Research-based messaging on the most effective manner to communicate HFA, home visiting and child abuse and neglect prevention;
- c. Opportunities to participate in and receive support for PCA America's national signature campaign through the 50 State Chapter Network: Pinwheels for Prevention®;

7. National Advisory Groups

- a. To ensure HFA Headquarters is responsive to the changing needs and challenges of the network and that any policy and procedures from HFA Headquarters are implemented effectively, advisory committees (made up of individuals from the HFA network) are utilized to create a two way dialogue with the best interest of the network a priority.

EXHIBIT 6

AFFILIATION FEE SCHEDULE

[\(View/Download Exhibit here\)](#)

EXHIBIT 7

HFA ACCREDITATION PROCESS Accreditation Preparation Guide

[\(View/Download Exhibit here\)](#)

EXHIBIT 8

OVERVIEW OF REQUIRED DATA ELEMENTS

[\(View/Download Exhibit here\)](#)

EXHIBIT 9

HFAST DATA USAGE POLICY

[\(View/Download Exhibit here\)](#)

EXHIBIT 10

HFA BRAND GUIDELINES

[\(View/Download Exhibit here\)](#)

EXHIBIT 11

FIDELITY TO THE MODEL REQUIREMENTS

Affiliation Application - see page 5

[\(View/Download Exhibit here\)](#)

EXHIBIT 12

PEER CONFIDENTIALITY AGREEMENT

[\(View/Download Exhibit here\)](#)

EXHIBIT 13

RESEARCH REVIEW POLICY

[\(View/Download Exhibit here\)](#)