



X24943

REQUEST FOR COUNTY CONTRACT REVIEW

Approval Authority:	FIRST 5 (see County Contract #R40214)				
Date Submitted:	10/6/2022	Contact Person:	Kimberly Brooke	Phone #.:	552.3981
Vendor #: S2337	Contractor Name: Ampla Health				
Title of Contract:	Little Readers Early Literacy Program	Contract #:	X24943	Amendment #:	
Description:	Providing books for 0-5 year old children at well visits and educating caregivers regarding the importance of reading.				
Is this a NEW INDEPENDENT CONTRACTOR OR SOLE PROPRIETOR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES -- file a W-9 before this contract can be approved					
Cost Center:	CF - Children and Families Commission	Spend Category:	Professional and Specialized Services	Program:	First 5 Early Learning
Maximum Amt. Payable:	\$10,951.50				
Duration:	Start Date: 11/1/2022	End Date:	6/30/2025	Total Years/Mo:	2 years, 8 months
Funding Source:	Children & Families Trust Fund 7950	Date Approved by Commission:	Pending 10/28/22		
Does Contract require Business Associate Agreement (HIPAA)?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If yes, see attached)				

HOW WAS CONTRACTOR SELECTED AND PRICE DETERMINED?

Contract is for less than \$25,000 and therefore solicitation is not required and/or quotes were obtained to verify pricing

Based on Competitive Solicitation No: __-__; greatest value & responsive/responsible offer/ proposal/bid that fulfills Strategic Plan.

Non-Competitive Process:

Based on First 5 Policies & Procedures.

Sole Source Justification Attached (Approved by Children and Families Commission on _____)

Amendment only – no change to contract duration or maximum amount payable

CONFLICT OF INTEREST

In the last 24 months, Contractor was, or employed, former County employee(s), or close relative(s) who will be directly involved with the scope-of-work defined in this contract. If checked complete the following:

Employee Name: _____ Date of Separation: _____

The UNDERSIGNED HEREBY CERTIFIES that the attached contract and the processes that produced it are in compliance with the First 5 Butte County Children & Families Commission Policies and Procedures, and as directed by the Commission board.

Anna Bauer, Director, First 5 Butte County Children & Families Commission	DocuSigned by: <i>Anna Bauer</i>	10/5/2022 17:23:50 PDT
	Signature of Agency Director or Delegate	Date

FOR REVIEW RECORDS ONLY:

Review	Received	Log Out	Comments or Notations	Reviewer
Contracts Division:	10/6/2022	10/7/2022	X24943	
County Counsel:	10/11/2022	10/13/2022		

FOR COMMISSION USE ONLY:

Name	Role	Email Address	Order of Receipt	Notes
Benjamin H. Flores	Signatory	bflores@amplahealth.org	1	
Cynthia Peshek	Receives a copy	cpeshek@amplahealth.org	After full execution	

First 5 Butte County Children and Families Commission Contract

X24943



This Contract is between the First 5 Butte County Children and Families Commission, a political subdivision of the State of California, hereinafter referred to as "Commission", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

Contract Title: Little Readers Early Literacy Program			
The Term of This Contract begins on November 1, 2022 and ends on June 30, 2025			
Department	7950	FOB Point	
Terms	Net 30	Not-to-Exceed Price:	\$ 10,951.50
Contractor Contact Information		Commission Contact Information	
Contractor	Ampla Health	First 5 Butte	County Children & Families Commission
Address	935 Market Street	Address	82 Table Mountain Blvd., Suite 40
City, State & ZIP	Yuba City, CA 95991	City, State & Zip	Oroville, CA 95965
Project Manager	Cynthia Peshek	Project Manager	Kimberly Brooke
Telephone	530.674.4261	Telephone	530.552.3981
Email	cpeshek@amplahealth.org	Email	kbrooke@buttecounty.net

WHEREAS, Commission desires to have work described in Attachment III -- Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in the order indicated: 1) Attachment I – Terms and Conditions; 2) Attachment II – Standard Insurance Requirements; 3) Attachment III – Scope of Work; 4) Attachment IV – Budget; 5) Attachment V – Commission Contract Requirements

By signature below, the department head or their deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements"

<u>Anna Bauer</u>	DocuSigned by: <i>Anna Bauer</i>	10/5/2022 17:23:50 PDT
Typed or Printed Name	Signature	Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

First 5 Butte Children & Families Commission

DocuSigned by: <i>Shaun-Adrian Chofta</i>	10/17/2022 14:52:37 PDT	
<u>Dr. Shaun-Adrian, Chair</u>	Date	

Ampla Health

DocuSigned by: <i>Benjamin H Flores</i>	10/5/2022 16:27:20 PDT	
<u>Benjamin H Flores, President & CEO</u>	Date	

REVIEWED FOR CONTRACT COMPLIANCE
Contracts Division, GSD

DocuSigned by: <i>Syndee Howerton</i>	10/7/2022 09:23:28 PDT	
<u>By</u>	Date	

REVIEWED AS TO FORM
BRAD J. STEPHENS, Butte County Counsel

DocuSigned by: <i>Brad J. Stephens</i>	10/13/2022 14:20:37 PDT	
<u>By</u>	Date	

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Not-to-Exceed Price included in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **Commission Project Manager.** The Commission project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of Commission. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The parties agree that the COMMISSION will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Termination.** This Contract may be terminated by either the Commission or Contractor by a thirty-day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Commission, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the Commission, but excluding liability due to the active negligence or willful misconduct of the Commission. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to Commission for any loss of or damage to Commission property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** Commission has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by Commission shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Commission Chair. If this Contract was executed for the Commission by the Purchasing Agent, or

**ATTACHMENT I
TERMS AND CONDITIONS**

authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Commission Chair. If this Contract was executed for the Commission by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Commission Chair.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of Commission and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. Commission will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

ATTACHMENT II STANDARD INSURANCE REQUIREMENTS

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification they have no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Commission requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Commission.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The Commission, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions used).
- 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Commission, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3)** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Commission.

C. WAIVER OF SUBROGATION: Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of

**ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS**

any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Commission for all work performed by the Contractor, its employees, agents and subcontractors.

- D. SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Commission. The Commission may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Commission.
- E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Commission.
- F. VERIFICATION OF COVERAGE:** Contractor shall furnish Commission with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- G. SPECIAL RISKS OR CIRCUMSTANCES:** Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Commission certificates of insurance and endorsements **before** beginning work under this contract.

ATTACHMENT III SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Contractor Responsibilities

To promote the importance of early literacy, CONTRACTOR shall provide age-appropriate books at well-child visits for families with 0- to 5-year-olds at the Chico Medical, Pediatrics, and Xpress Care, located at 680 Cohasset Road, Chico, CA ; Ampla Health Gridley Medical, located at 520 Kentucky Street, Gridley, CA; and Magalia and Oroville Medical & Dental clinics at 14137 Lakeridge St, Magalia and 2800 Lincoln St, Oroville.. Books shall be provided free of charge and shall include educational material for caregivers regarding the importance of reading to their child. All materials shall be age appropriate and educational. This work is authorized by the Commission in alignment with its 2021-2026 Strategic Plan: **High Quality Learning**.

1. By November 15, 2022, CONTRACTOR shall develop a process to collect demographic data to submit to the Commission.

Deliverable: Provide Commission staff with written data collection process for Commission approval.

2. Quarterly, CONTRACTOR shall complete demographic and performance reporting via the Commission's data collection platform, Apricot 360.

Deliverable: Quarterly demographic and performance reports.

3. CONTRACTOR shall, when and where feasible, place Commission logo on all project materials, including fliers, brochures, and educational materials.

Deliverable: Provide Commission staff with copies of materials with logos and Commission acknowledgement.

Commission Responsibilities

1. Commission staff will provide guidance and support as needed and requested.
2. Commission staff will provide educational material to be included with books.
3. Commission staff will be available to assist with the search of sustainable funding as requested.
4. Commission staff will process approved invoices and submit to Butte County Auditor within 14 business days of receipt.

**ATTACHMENT IV
BUDGET**

Ampla Health

Annual Budget for FYs 22-23, 23-24 and 24-25

CONTRACTOR shall submit fully delineated invoices to Commission

Line Item	Rate or Fixed Cost	Sub-total	Total
A. Direct Service Cost: Books for distribution to children ages 0-5	\$3,650.50	\$3,650.50	\$3,650.50
TOTAL NOT TO EXCEED PROJECT COST	\$3,650.50	\$3,650.50	\$3,650.50

Budget Contingency Clause

It is mutually agreed that if Children and Families Act revenues for the current year, and/or any subsequent years covered under this Agreement, do not result in the appropriation of sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the Commission shall have no liability to pay any funds whatsoever to CONTRACTOR, or to furnish any other considerations under this Agreement, and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.

If funding for any Fiscal Year is reduced or deleted due to changes in voter approved revenues, statutes, or voter initiatives for the purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission or offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.

In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by statutes, voter initiatives, or regulations which may affect the provisions or terms of funding of this Agreement in any manner.

**ATTACHMENT V
COMMISSION CONTRACT REQUIREMENTS**

1. Contractors shall submit a fully delineated invoice monthly or quarterly, due 30 days after the end of the term. Contractors shall submit supporting documentation with invoices, including but not limited to financial reports, receipts for material purchases, rental equipment, subcontractor work and employee travel. Final fiscal year invoices are due July 15th.
2. Grantees with contracts nearing completion must submit final invoices within 45 days of the contract end date. Final fiscal year invoices are due July 15th. Final payments and reconciliations shall be completed within 60 days of completion of the contract term.
3. Contractor is required to maintain and make available to the Commission accurate books and records relative to all its activities under the contract. (Records should be sufficient to permit the tracing of funds to a level of expenditure adequate to ensure funds have not been spent inappropriately or unlawfully.) Contractors are required to maintain data and records in an accessible location and condition for a period of not less than three years from the date of final payment under the contract.
4. Contractor shall report data requested by Commission and/or Commission-hired external evaluators at least quarterly. Data report is due 15 days after the end of the previous quarter. Data should be entered into Commission designated software unless an alternative method has been approved by Commission designee.
5. Site visits will be performed up to twice a year. Commission staff will review Contractor information regarding program activities, content, effectiveness, and fiscal processes. Commission partners will complete a site visit progress report and submit it to Commission staff prior to the visit.
6. Contractor shall ensure Commission receives updated Certificates of Insurance on a rolling basis, as they renew.
7. Contractor shall attend and participate in Commission meetings as requested.
8. Contractor shall comply with Commission Tobacco-Free policy.
9. Contractor shall acknowledge funding from First 5 Butte County Children and Families Commission by including the First 5 Butte County logo on all public materials related to the project, including (but not limited to) Web sites, emails, news releases, brochures, newsletters, flyers, public service announcements, and posters. Contractor shall submit outreach materials to Commission staff for approval prior to distribution when requested.
10. Contractor shall ensure that program staff are aware of all Commission policies and requirements.

Certificate Of Completion

Envelope Id: 68A1A0AA2FE94A75B7E180AD76882909	Status: Completed
Subject: Complete with DocuSign: Little Readers Early Literacy Program	
Source Envelope:	
Document Pages: 9	Signatures: 6
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Shelly Miller
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	smiller@buttecounty.net
	IP Address: 63.198.28.28


Record Tracking

Status: Original 9/30/2022 11:15:54 AM	Holder: Shelly Miller smiller@buttecounty.net	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: First Five Butte County	Location: DocuSign

Signer Events

Benjamin H. Flores
bflores@amplahealth.org
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

D5924C6448CC404...

Timestamp

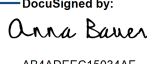
Sent: 10/3/2022 7:00:10 AM
Viewed: 10/5/2022 4:27:07 PM
Signed: 10/5/2022 4:27:20 PM

Signature Adoption: Drawn on Device
Using IP Address: 73.48.239.128
Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 10/5/2022 4:27:07 PM
ID: 9988b67f-1cfb-4310-a90b-cb02e40f35e5

Anna Bauer
abauer@buttecounty.net
First Five Butte County
Security Level: Email, Account Authentication (None)

DocuSigned by:

AB4ADEEC15034AF...

Sent: 10/5/2022 4:27:22 PM
Viewed: 10/5/2022 5:23:06 PM
Signed: 10/5/2022 5:23:50 PM

Signature Adoption: Pre-selected Style
Using IP Address: 12.161.69.82

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shelly Miller
smiller@buttecounty.net
Program Analyst
First 5 Butte County Children and Families
Commission
Security Level: Email, Account Authentication (None)

Completed

Sent: 10/5/2022 5:23:53 PM
Viewed: 10/6/2022 9:05:49 AM
Signed: 10/6/2022 9:27:28 AM

Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Syndee Howerton
Showerton@buttecounty.net
Security Level: Email, Account Authentication (None)

DocuSigned by:

D6518CC3894C43D...

Sent: 10/6/2022 10:58:51 AM
Viewed: 10/6/2022 11:09:20 AM
Signed: 10/7/2022 9:23:28 AM

Signature Adoption: Pre-selected Style
Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:

Accepted: 6/9/2022 11:22:45 AM
ID: 3ad19c29-6225-4651-a797-64e713f66ce0

Signer Events	Signature	Timestamp
---------------	-----------	-----------

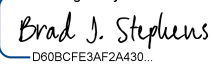
Christine Waybright
 CoCoContractReview@buttecounty.net
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 63.198.28.28

Sent: 10/7/2022 9:23:30 AM
 Viewed: 10/11/2022 11:51:51 AM
 Signed: 10/11/2022 11:53:25 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/11/2022 11:51:51 AM
 ID: acef313e-6f86-4036-a44c-552fd8515743

Brad J. Stephens
 CoCoContractReview@buttecounty.net
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 D80BCFE3AF2A430...
 Signature Adoption: Pre-selected Style
 Using IP Address: 63.198.28.28

Sent: 10/11/2022 11:53:28 AM
 Viewed: 10/13/2022 9:58:18 AM
 Signed: 10/13/2022 2:20:37 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/13/2022 9:58:18 AM
 ID: 9baeb7d4-3fe2-4898-8d0f-876d25df8465

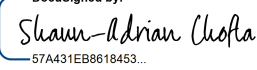
Christine Waybright
 CoCoContractReview@buttecounty.net
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 63.198.28.28

Sent: 10/13/2022 2:20:40 PM
 Viewed: 10/17/2022 9:20:32 AM
 Signed: 10/17/2022 9:22:01 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/17/2022 9:20:32 AM
 ID: 12415c13-fe7b-47a3-9e31-c6419586cdb

Shaun-Adrian Chofla
 choflash@butte.edu
 Chair
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 57A431EB8618453...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.41.211.202

Sent: 10/17/2022 9:22:04 AM
 Viewed: 10/17/2022 9:29:50 AM
 Signed: 10/17/2022 2:52:37 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/17/2022 9:29:50 AM
 ID: bdaa09de-e8f1-4e2a-92fb-13dbfdaae1f

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Syndee Howerton
 GSFrontDeskHG@buttecounty.net
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/6/2022 10:58:52 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/6/2022 10:58:19 AM
 ID: 4e7a4903-6392-472c-b304-26e08291bf08

Carbon Copy Events	Status	Timestamp
Cynthia Peshek cpeshek@amplahealth.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/17/2022 2:52:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/3/2022 7:00:10 AM
Certified Delivered	Security Checked	10/17/2022 9:29:50 AM
Signing Complete	Security Checked	10/17/2022 2:52:37 PM
Completed	Security Checked	10/17/2022 2:52:42 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, First Five Butte County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact First Five Butte County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: abauer@buttecounty.net

To advise First Five Butte County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at abauer@buttecounty.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from First Five Butte County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to abauer@buttecounty.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with First Five Butte County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to abauer@buttecounty.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify First Five Butte County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by First Five Butte County during the course of your relationship with First Five Butte County.