



X25011

**REQUEST FOR COUNTY CONTRACT REVIEW**

Approval Authority:	<b>FIRST 5</b> (see County Contract #R40214)					
Date Submitted:	12/19/2022	Contact Person:	Shelly Miller	Phone #.:	552.3844	
Vendor #:	Contractor Name: Butte County Child Abuse Prevention Council					
Title of Contract:	Child Abuse Prevention Council Strategic Investment		Contract #:		Amendment #:	
Description:	Capacity building and systems strengthening strategic investment to support local child abuse prevention services.					
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:	<b>CF - Children and Families Commission</b>	Spend Category:	<b>Professional and Specialized Services</b>	Program: <b>First 5 Strengthening Systems</b>		
Maximum Amt. Payable:	\$100,000.00					
Duration:	Start Date:	1/1/2023	End Date:	12/31/2023	Total Years/Mo:	1 year
Funding Source:	<b>Children &amp; Families Trust Fund 7950</b>		Date Approved by Commission:	<b>12/16/2022</b>		
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: 05-23; 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:	
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*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>	12/19/2022   08:03:46 PST
	Signature of Agency Director or Delegate	Date

*FOR REVIEW RECORDS ONLY:*

Review	Received	Log Out	Comments or Notations	Reviewer
Contracts Division:	12/19/2022	12/20/2022	X25011	
County Counsel:	12/20/2022	12/21/2022		

*FOR COMMISSION USE ONLY:*

Name	Role	Email Address	Order of Receipt	Notes
January Giles	Signatory	<a href="mailto:januarygiles1@gmail.com">januarygiles1@gmail.com</a>	1	

# First 5 Butte County Children and Families Commission Contract



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."

<b>Contract Title: Child Abuse Prevention Council Strategic Investment</b>			
The Term of This Contract begins on January 1, 2023, and ends on December 31, 2023			
Department	7950	FOB Point	N/A
Terms	Net 30	Not-to-Exceed Price:	\$ 100,000.00
Contractor Contact Information		Commission Contact Information	
Contractor	<b>Butte County Child Abuse Prevention Council (CAPC)</b>	<b>First 5 Butte</b>	<b>County Children &amp; Families Commission</b>
Address	PO Box 1003	Address	82 Table Mountain Blvd., Suite 40
City, State & ZIP	Gridley, CA 95948	City, State & Zip	Oroville, CA 95965
Project Manager	Rachel Sanchez	Project Manager	Shelly Miller
Telephone	530-768-4440	Telephone	530-552-3844
Email	buttecacp@gmail.com	Email	<a href="mailto:smiller@buttecounty.net">smiller@buttecounty.net</a>

**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"

	DocuSigned by:  AB4ADEEC15834AF...	12/19/2022   08:03:46 PST
Anna Bauer	Signature	Date
Typed or Printed Name		

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


## First 5 Butte Children & Families Commission

	DocuSigned by:  67A434EB8648453...	12/21/2022   13:06:17 PST
Dr. Shaun-Adrián Choflá, Chair	Date	


## Butte County Child Abuse Prevention Council

	DocuSigned by:  3B2500027D18442...	12/18/2022   11:14:25 PST
January Giles, Co-Chair	Date	

REVIEWED FOR CONTRACT COMPLIANCE  
Contracts Division, GSD

	DocuSigned by:  1CA777989FDD47F...	12/20/2022   10:27:50 PST
By	Date	

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

	DocuSigned by:  D60BCFE3AF2A430...	12/20/2022   12:43:38 PST
By	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 authorized deputy, this Contract shall automatically terminate on the date that the provision of services or

**ATTACHMENT I  
TERMS AND CONDITIONS**

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 any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this

**ATTACHMENT II  
STANDARD INSURANCE REQUIREMENTS**

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:

### Introduction

The Butte County Child Abuse Prevention Council (CAPC) is a key partner for the Commission to promote and implement family strengthening programs. The Commission wishes to support the infrastructure of the CAPC so that they may grow into their capacity to become a service provider for Butte County. The Commission shall provide short-term funding to stabilize the CAPC operations budget and grow their capacity to be a sustainable organization. This work is authorized by the Commission in alignment with its 2021-2026 Strategic Plan: **Strengthening Systems**.

### Contractor's Responsibilities

1. By January 15, 2023, CONTRACTOR shall hire an Executive Director.

Deliverable: Report hiring date for Executive Director via electronic mail ([First5@buttecounty.net](mailto:First5@buttecounty.net)) to Commission staff within ten days of hiring date, as well as via Commission software, Apricot 360, as part of the quarterly performance measures.

2. By May 15, 2023, CONTRACTOR shall create and implement an operational plan to support CAPC goals and objectives, and upload deliverables to Apricot 360.

Deliverable: Staffing structure report, including how many staff CAPC intends to hire, their specific job duties, full-time or part-time employment status/ % full time employment (with a justification of how the number of designated hours will effectively support the CAPC mission and vision), salary, benefits, etc.

Deliverable: Business plan, including fiscal procedures, personnel policies, and other relevant policies and procedures, as approved by the CAPC Board of Directors.

3. By August 1, 2023, CONTRACTOR shall hire staff identified in the staffing structure report. The staffing structure report shall be uploaded to Apricot 360 and approved by Commission staff prior to invoicing staff hours.

Deliverable: Report hiring date for staff via electronic mail ([First5@buttecounty.net](mailto:First5@buttecounty.net)) to Commission staff within ten days of hiring date.

4. By November 1, 2023, CONTRACTOR shall develop and implement a three-year Strategic Plan, to establish CAPC's role in the community and identify desired community outcomes as a product of CAPC programming, and upload deliverables to Apricot 360.

Deliverable: Strategic Plan, as approved by the CAPC Board of Directors.

5. By November 1, 2023, CONTRACTOR shall develop and implement a long-term financial plan, and upload deliverables to Apricot 360.

Deliverable: Long-term financial plan, as approved by the CAPC Board of Directors.

6. By November 1, 2023, CONTRACTOR shall develop and implement a sustainability plan, with timeline and performance measures, and upload deliverables to Apricot 360.

Deliverable: Sustainability plan, as approved by the CAPC Board of Directors.

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

Deliverable: Quarterly demographic and performance reports.

**ATTACHMENT III  
SCOPE OF WORK**

8. CONTRACTOR shall commit to Executive Director attendance and participation at Commission meetings and relevant community coalition meetings

Deliverable: Executive Director attendance and participation at Commission and relevant community coalition meetings.

9. CONTRACTOR shall commit to Executive Director and delegated staff completion of Commission-provided training modules.

Deliverable: Executive Director and staff completion of Commission-provided training modules.

10. CONTRACTOR shall commit to Executive Director attendance at, and completion of, family strengthening, infant and early childhood brain development, family engagement, and other relevant trainings and professional development opportunities.

Deliverable: Executive Director completion of relevant professional development.

11. CONTRACTOR shall commit to Executive Director attendance and participation at meetings of the Commission's Grant Writing Cohort.

Deliverable: Executive Director attendance and participation at meetings of the Grant Writing Cohort.

Deliverable: Documentation of fund development activities (grant applications, etc.) shall be shared out at Grant Writing Cohort meetings, as well as in the Apricot 360 quarterly performance report.

12. CONTRACTOR shall continue to comply with all terms and conditions set forth in Butte County Department of Employment and Social Services contract #X24772, while separately complying with the terms set forth in this Child Abuse Prevention Council Strategic Investment contract with the Commission.

13. Contractor shall maintain financial records, documentation, tracking, and oversight in such a manner that personnel, operating, administrative, programming, and/or other expenses allowable under Department of Employment and Social Services, contract #X24772, are invoiced separately from Contractor's Agreement with the Commission. Contractor shall not submit invoices to the Commission that duplicate expenses that have been reimbursed, or are pending reimbursement, under #X24772.

**Commission Responsibilities**

- 1) Commission staff will allocate adequate work time and effort to ensure the goals of the project are met.
- 2) Commission staff will process approved invoices and submit to Butte County Auditor within 14 business days of receipt.



**ATTACHMENT IV  
BUDGET**

CONTRACTOR shall submit fully delineated invoices to Commission.

January 1, 2023, — December 31, 2023

**Butte County Child Abuse Prevention Council (CAPC)**

Child Abuse Prevention Council Strategic Investment

**FY 2022-2023 Budget**

**(January 1, 2023, through June 30, 2023):**

	Budget Line Item	Budget	Narrative (explain how dollar amount is the right amount for the Scope of Work, per line item)
A.	Personnel Expenses		
	Program Personnel (list %FTE, position title, rate & summary duties)		
	Management		
	N/A	\$0.00	
	Administrative		
	Support Staff	\$6,500.00	Support staff as defined in the staffing structure report. 20 hrs/wk (.5 FTE) @ \$25.00/hr for 13 weeks
	Benefits	\$1,000.00	Employer share of payroll taxes, estimated at 15%
	<b>Personnel Expenses Subtotal</b>	<b>\$7,500.00</b>	
B.	Program		
	Direct Service Costs	\$0.00	
	Local Mileage	\$3,250.00	Mileage for meetings with community partners and other CAPC agencies
	Staff Training and Conferences	\$7,500.00	Professional development opportunities for Executive Director
	Professional Services		
	Consultants	\$18,000.00	Consultation contracts for Strategic Plan, Long Term Financial Plan, and Sustainability Plan
	Executive Coaching	\$2,400.00	Executive coaching service contract
	Financial Review	\$12,000.00	Review of financial records by a CPA or other qualified financial analyst
	Marketing/Web Development	\$4,500.00	Design of new website, logo, letterhead, and materials
	IT Set-up and Organization	\$1,200.00	Consolidation and organization of electronic mail, newsletter, member management, and document storage
	Other Expenses	\$0.00	
	<b>Program Expenses Subtotal</b>	<b>\$48,850.00</b>	
C.	Administrative		
	Occupancy	\$0.00	
	IT and Telephone	\$1,200.00	Cellular telephone for Executive Director
	Equipment	\$4,000.00	Two each of laptops, monitors, mouse/keyboard, storage cases, and stands. One hotspot.
	Office Supplies	\$0.00	

**ATTACHMENT IV  
BUDGET**

	Liability Insurance	\$0.00	
	Other Expenses	\$995.00	Software for strategic planning management.
	<b>Administrative Expenses Subtotal</b>	<b>\$6,195.00</b>	
	<b>Direct Cost Subtotal</b>	<b>\$62,545.00</b>	
D.	<b>Indirect Costs</b> (max. 15% of direct)	<b>N/A</b>	
E.	<b>Total Budget</b>	<b>\$62,545.00</b>	

Budget for FY 23/24 will be negotiated before the end of June 2023. The Commission shall utilize performance measures to determine Contractor's annual budget, and reserves the right to withhold funds to this contract based on Contractor performance and Commission priorities.

**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. Contractor shall submit a fully delineated invoice monthly or quarterly. All invoices or claims must be substantiated by adequate supporting documentation, and must be based on verifiable financial records. Invoices are due 30 days after the end of previous period. Contractor shall submit supporting documentation with invoices, including, but not limited to, financial reports, receipts for material purchases, rental equipment, subcontractor work, and employee travel. Contractor shall submit invoices and documentation through the Commission's database. Final fiscal year invoices are due by July 15th.
2. Contractor may invoice for expenditures related directly to the performance of approved activities as detailed in Attachments III and IV, including the following:
  - a. Personnel expenses
  - b. Program expenses
  - c. Administrative expenses
  - d. Equipment with a unit cost of \$2,500 or less. Equipment with a unit cost greater than \$2,500 must be authorized by Commission staff in writing prior to purchase.
  - e. In-state travel related specifically to the implementation of the approved activities. In-state travel must adhere to standard rates set by the US General Services Administration. Mileage will be reimbursed at the current federal rate, which can be found at [www.irs.gov](http://www.irs.gov). For information about travel reimbursement rates, please visit [www.gsa.gov](http://www.gsa.gov). All out-of-state travel must be requested and approved at least 30 days in advance to be considered reimbursable.
3. Contractor must submit final invoices within 45 days of the contract end date. Final payments and reconciliations shall be completed within 60 days of completion of the contract term.
4. Indirect costs may not exceed 15% of an awardee's total personnel expenses. No single dollar of an awardee's contract may be counted twice when calculating the total amount of indirect cost allowed, irrespective of subcontractor arrangements. Indirect costs are shared costs that benefit or support multiple services administered by the awardee, and cannot be readily identified with a specific project (e.g. legal, accounting, human resources, procurement, maintenance, technology, etc.). These costs should be apportioned by a systematic and rational allocation methodology, which should be documented and made available upon request.
5. Commission shall require prior approval by the Director or designee of any budget line item that varies more than 15 percent from the approved budget. Line-item budget revisions shall not increase the total budget amount. Increases to total annual budgets require full Commission approval and contract revisions.
6. For multi-year contracts, carryover will not be allowed between fiscal years. The Commission shall utilize performance measures to determine Contractor annual budget, and reserves the right to withhold or add funds to the annual budget or contract based on program outcomes, Contractor performance and Commission priorities. Annual contract amendments also may include modifications to performance measures, as applicable.
7. Contractor may be asked to provide information regarding sources and uses of funds at any time during the contract period, to ensure Proposition 10 funds are not used to supplant state or local general funds. If Contractor uses Prop 10 funds to replace state or local general funds, Contractor shall demonstrate to the Commission's satisfaction that such funds have increased the level of services provided to children birth through 5 years of age. For multi-year contracts, the Commission reserves the right to re-examine its determination that its funds will not be used in violation of its Supplantation policy.
8. 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. Contractor shall 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.

**ATTACHMENT V  
COMMISSION CONTRACT REQUIREMENTS**

9. Contractor shall use the *Results Based Accountability* framework to implement a Commission-approved evaluation plan in order to gauge program impact and effectiveness, and identify opportunities for continuous quality improvement.
10. Contractor shall produce and present an annual program evaluation report to the Commission.
11. 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.
12. Contractor shall support requests from external evaluator to carry out a Commission or First 5 California funded evaluation study.
13. 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.
14. Contractor shall ensure Commission receives updated Certificates of Insurance on a rolling basis, as they renew.
15. Contractor shall attend and participate in Commission meetings as requested.
16. As applicable and reasonable, Contractor shall accept and produce program and service referrals on the *Unite Us* platform within 90 days of contract execution. Commission staff shall provide Contractor with information and guidance about *Unite Us*.
17. Contractor shall comply with all Commission policies, including the [Tobacco-Free and Food and Beverage](#) policies, mentioned here by reference only.
18. 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, news releases, brochures, newsletters, flyers, public service announcements, and posters. Contractor shall submit outreach materials to [First5@buttecounty.net](mailto:First5@buttecounty.net) for approval prior to distribution.
19. Contractor shall ensure that all program staff review Commission policies and requirements.

**Certificate Of Completion**

Envelope Id: 1478052DEF264C289DFE27339E4BE136

Status: Completed

Subject: Complete with DocuSign: CAPC Strategic Investment Contract for signature

Source Envelope:

Document Pages: 12

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 2

Shelly Miller

AutoNav: Enabled

smiller@buttecounty.net

Envelopeld Stamping: Enabled

IP Address: 63.198.28.28

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Shelly Miller

Location: DocuSign

12/16/2022 11:14:32 AM

smiller@buttecounty.net

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: First Five Butte County

Location: DocuSign

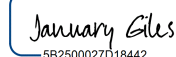
**Signer Events**

January Giles

januarygiles1@gmail.com

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



5B2500027D18442...

**Timestamp**

Sent: 12/16/2022 11:23:24 AM

Viewed: 12/18/2022 11:13:56 AM

Signed: 12/18/2022 11:14:25 AM

Signature Adoption: Pre-selected Style

Using IP Address: 107.77.214.71

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 12/18/2022 11:13:56 AM

ID: 9249878e-ede3-4974-82c8-20ecd2c2965b

Anna Bauer

abauer@buttecounty.net

First Five Butte County

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



AB4ADEEC15034AF...

Sent: 12/18/2022 11:14:27 AM

Viewed: 12/19/2022 8:03:30 AM

Signed: 12/19/2022 8:03:46 AM

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: 12/19/2022 8:03:49 AM

Viewed: 12/19/2022 8:12:32 AM

Signed: 12/19/2022 8:29:11 AM

Using IP Address: 63.198.28.28

**Electronic Record and Signature Disclosure:**


Not Offered via DocuSign

Syndee Howerton

GSFrontDeskHG@buttecounty.net

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



1CA777890FDD47F...

Sent: 12/19/2022 8:29:13 AM

Viewed: 12/20/2022 10:25:24 AM

Signed: 12/20/2022 10:27:50 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.198.28.28

**Electronic Record and Signature Disclosure:**

Accepted: 12/20/2022 10:25:24 AM

ID: ebb7bd99-2139-41ec-854f-33527d22c1ac

Signer Events	Signature	Timestamp
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County Counsel Staff CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 63.198.28.28	Sent: 12/20/2022 10:27:53 AM Viewed: 12/20/2022 12:32:55 PM Signed: 12/20/2022 12:33:06 PM
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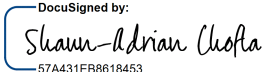
**Electronic Record and Signature Disclosure:**  
 Accepted: 12/20/2022 12:32:55 PM  
 ID: abda1ac5-29e8-4e9a-8ed1-b4457a892958

Brad J. Stephens CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Brad J. Stephens D80BCFE3AF2A430...</small>  Signature Adoption: Pre-selected Style Using IP Address: 63.198.28.28	Sent: 12/20/2022 12:33:10 PM Viewed: 12/20/2022 12:43:22 PM Signed: 12/20/2022 12:43:38 PM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 12/20/2022 12:43:22 PM  
 ID: 88dbdfc8-b846-43e1-8346-c1c58c5d2f04

County Counsel Staff CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 63.198.28.28	Sent: 12/20/2022 12:43:42 PM Viewed: 12/20/2022 12:45:00 PM Signed: 12/21/2022 9:32:32 AM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 12/21/2022 9:32:23 AM  
 ID: 57162c99-4c9b-4151-93a3-a09f12a91cec

Shaun-Adrian Chofla choflash@butte.edu Chair Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Shaun-Adrian Chofla 57A431EB8618453...</small>  Signature Adoption: Pre-selected Style Using IP Address: 73.41.211.202	Sent: 12/21/2022 9:32:36 AM Viewed: 12/21/2022 12:44:07 PM Signed: 12/21/2022 1:06:17 PM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 12/21/2022 12:44:07 PM  
 ID: dcfcb3c-49ac-486f-931c-07457cb7a59f

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/16/2022 11:23:25 AM
Certified Delivered	Security Checked	12/21/2022 12:44:07 PM
Signing Complete	Security Checked	12/21/2022 1:06:17 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Completed	Security Checked	12/21/2022 1:06:17 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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- ii. send us an email to [abauer@buttecounty.net](mailto: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..

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