



X25012

**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: Community Action Agency of Butte County, Inc.					
Title of Contract:	Esplanade House Strategic Investment			Contract #:	Amendment #:	
Description:	Strategic investment to support child advocacy services for families receiving services at Esplanade House.					
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 Families</b>		
Maximum Amt. Payable:	\$151,477.00					
Duration:	Start Date:	1/1/2023	End Date:	12/31/2025	Total Years/Mo:	3 years
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?**

<input type="checkbox"/> Contract is for less than \$25,000 and therefore solicitation is not required and/or quotes were obtained to verify pricing
<input checked="" type="checkbox"/> Based on Competitive Solicitation No: 05-23; greatest value & responsive/responsible offer/ proposal/bid that fulfills Strategic Plan.
<input type="checkbox"/> Non-Competitive Process:
<input type="checkbox"/> Based on First 5 Policies & Procedures.
<input type="checkbox"/> Sole Source Justification Attached (Approved by Children and Families Commission on _____ )
<input type="checkbox"/> 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	<small>DocuSigned by:</small>  <small>AB4ADEECT15034AF</small> Signature of Agency Director or Delegate	12/16/2022   12:37:15 PST
		Date

**FOR REVIEW RECORDS ONLY:**

Review	Received	Log Out	Comments or Notations	Reviewer
Contracts Division:	12/19/2022	12/20/2022	X25012	
County Counsel:	12/20/2022	12/21/22		

**FOR COMMISSION USE ONLY:**

Name	Role	Email Address	Order of Receipt	Notes
Timothy Hawkins	Signatory	<a href="mailto:thawkins@buttecaa.com">thawkins@buttecaa.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: Esplanade House Strategic Investment</b>			
The Term of This Contract begins on January 1, 2023, and ends on December 31, 2025.			
Department	7950	FOB Point	N/A
Terms	Net 30	Not-to-Exceed Price:	\$151,477.00
Contractor Contact Information		Commission Contact Information	
Contractor	<b>Community Action Agency of Butte County, Inc.</b>	<b>First 5 Butte</b>	<b>County Children &amp; Families Commission</b>
Address	PO Box 6369	Address	82 Table Mountain Blvd., Suite 40
City, State & ZIP	Chico, CA 95927	City, State & Zip	Oroville, CA 95965
Project Manager	Brian Boyer	Project Manager	Shelly Miller
Telephone	530-712-2840	Telephone	530-552-3844
Email	Bboyer@buttecaa.com	Email	smiller@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 – Annual Budget; 5) Attachment V, Commission Contract Requirements.

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Most Contracts."

<u>Anna Bauer, Director</u>	<small>DocuSigned by:</small> <i>Anna Bauer</i>	<u>12/16/2022   12:37:15 PST</u>
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

<small>DocuSigned by:</small> <i>Shaun-Adrian Chofla</i>	<u>12/21/2022   11:32:22 PST</u>
<u>Dr. Shaun-Adrián Choflá, Chair</u>	Date

## Community Action Agency of Butte County, Inc.

<small>DocuSigned by:</small> <i>Timothy Hawkins</i>	<u>12/16/2022   11:06:37 PST</u>
<u>Timothy Hawkins, CEO</u>	Date

REVIEWED FOR CONTRACT COMPLIANCE  
Contracts Division, GSD

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

<small>DocuSigned by:</small> <i>Sydney Howerton</i>	<u>12/20/2022   10:29:44 PST</u>
By	Date

<small>DocuSigned by:</small> <i>Brad J. Stephens</i>	<u>12/20/2022   12:42:51 PST</u>
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 Commission retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the Commission by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the Commission. 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.

**ATTACHMENT I  
TERMS AND CONDITIONS**

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 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 he or she has 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 waiver of subrogation, but this provision applies regardless of whether or not the Commission has received a waiver of subrogation endorsement from the insurer.

**ATTACHMENT II  
STANDARD INSURANCE REQUIREMENTS**

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:**

Butte County families with children ages 0-5 have experienced multiple stressors, both simultaneously and chronically, including poverty, homelessness, natural disasters, and social isolation due to the COVID-19 pandemic. In addition, Butte County has been consistently identified as having an excessively high rate of Adverse Childhood Experiences (ACEs). Through its Esplanade House program, Community Action Agency provides case management services, community referrals, and temporary housing to families as they recover from such challenges. The Commission seeks to support these efforts by providing short-term funding to support child-centric advocacy services. This work is authorized by the Commission in alignment with its 2021-2026 Strategic Plan: **Strong Families**.

### **Contractor Responsibilities:**

To address the challenges and barriers facing local families with children ages 0-5, CONTRACTOR shall provide Child Advocacy services for approximately 25 families participating in services at the Esplanade House, 181 E. Shasta Avenue, Chico. Child Advocacy services shall include, but not be limited to: meeting with families at least biweekly to provide assessments, parent education, referrals, and resources; completing Ages and Stages Questionnaires (ASQs) with all children ages 0-5; assessing the medical, nutritional, educational, and behavioral needs of the children in each family; developing child-centric case management plans for all families; developing both long and short-term goals with families that are measurable and achievable; assessing needs, challenges, and barriers for families; referring families to appropriate community services; modeling attuned interactions with children based upon their developmental stages; and developing and improving parenting skills, parent/child interactions, and healthy household routines.

CONTRACTOR shall ensure the Child Advocate participates in collaborative case management services with other Esplanade House staff, including, but not limited to: following up on referrals to outside agencies to ensure families connect with services; providing a liaison between families and community services, including social services, employment, mental health, child welfare, housing, educational, and health providers; assisting families in securing permanent housing; and participating in networking, training, and community education opportunities.

1. By January 15, 2023, CONTRACTOR shall create and implement a staff development and deployment plan to sustain Esplanade House goals and objectives. The staff development and deployment plan shall include: the specific job duties for the Child Advocate position; required education and training needed prior to, and following, hire; the Child Advocate onboarding process and timeline; foundational trainings provided after hire; description of the engagement process and accessibility of Child Advocate (how staff will overcome resistance and/or remove barriers, use of motivational interviewing, cultural competency, trauma-informed care, etc.); description of case management services (what services will be provided by the Child Advocate and/or Case Manager and what will be referred out to partner agencies).

Deliverable: Upload the staff development and deployment plan to the Commission's software, Apricot 360.

2. By February 28, 2023, CONTRACTOR shall develop and implement an employee support and retention strategy, including professional development opportunities and logistical support offered to the Child Advocate (Reflective Supervision, wellness, etc.).

Deliverable: Upload the employee support and retention strategy to Apricot 360.

3. By March 1, 2023, CONTRACTOR shall hire a Child Advocate.

Deliverable: Report hiring dates for the Child Advocate via electronic mail ([First5@buttecounty.net](mailto:First5@buttecounty.net)) to Commission staff within ten days of hiring date. Staff development and deployment plan shall be uploaded to Apricot 360 prior to invoicing staff hours.

**ATTACHMENT III  
SCOPE OF WORK**

4. By April 1, 2023, CONTRACTOR shall utilize the Results Based Accountability Framework to develop an Evaluation Plan that will measure the impact of CONTRACTOR's services on the families' protective factors.

Deliverable: Upload the evaluation plan to Apricot 360.

5. By June 30, 2023, CONTRACTOR shall develop and implement a long-term financial sustainability plan for the Child Advocate position, including a timeline and performance measures.

Deliverable: Upload the financial sustainability plan to Apricot 360.

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

Deliverable: Quarterly demographic and performance reports.

7. CONTRACTOR shall commit to Program Manager attendance and participation at Commission meetings and relevant community coalition meetings

Deliverable: Program Manager participation and attendance at Commission and community coalition meetings.

8. CONTRACTOR shall commit to Child Advocate completion of assigned Commission training modules.

Deliverable: Child Advocate completion of assigned Commission training modules.

9. CONTRACTOR shall commit to Program Manager attendance and participation at the Commission's Grant Writing Cohort.

Deliverable: Program Manager participation and attendance at the Commission's Grant Writing Cohort.

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

**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  
ANNUAL BUDGET**

CONTRACTOR shall submit fully delineated invoices to  
Commission

January 1, 2023, — December 31, 2026

**Community Action Agency of Butte County, Inc.**  
Esplanade House 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)		
	Child Advocate	\$17,272.67	1 FTE Child Advocate as described in the staff development and deployment plan (five months)
	Benefits	\$3,765.82	Employer share of health insurance, retirement and payroll taxes
	<b>Personnel Expenses Subtotal</b>	<b>\$21,038.49</b>	
B.	Program		
	Direct Service Costs	\$0.00	
	Local Mileage	\$0.00	
	Staff Training and Conferences	\$0.00	
	Professional Services	\$0.00	
	Other Expenses	\$0.00	
	<b>Program Expenses Subtotal</b>	<b>\$0.00</b>	
C.	Administrative		
	Occupancy	\$0.00	
	IT and Telephone	\$0.00	
	Equipment	\$0.00	
	Office Supplies	\$0.00	
	Liability Insurance	\$0.00	
	Other Expenses	\$0.00	
	<b>Administrative Expenses Subtotal</b>	<b>\$0.00</b>	
	<b>Direct Cost Subtotal</b>	<b>\$21,038.49</b>	
D.	<b>Indirect Costs</b> (max. 15% of direct)	<b>N/A</b>	
E.	<b>Total Budget</b>	<b>\$21,038.49</b>	

**ATTACHMENT IV  
ANNUAL BUDGET**

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: 12D77DC8D1644A9D87DDA0C95FAC1716	Status: Completed
Subject: Complete with DocuSign: CFC-Community Action Agency Strategic Investment	
Source Envelope:	
Document Pages: 12	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	Holder: Shelly Miller	Location: DocuSign
12/16/2022 10:28:58 AM	smiller@buttecounty.net	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: First Five Butte County	Location: DocuSign

**Signer Events**

Timothy Hawkins  
 thawkins@buttecaa.com  
 CEO  
 Security Level: Email, Account Authentication (None)

**Signature**

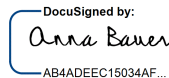
DocuSigned by:  
  
 C1C13ADB892464E5...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 66.160.134.147

**Timestamp**

Sent: 12/16/2022 11:04:19 AM  
 Viewed: 12/16/2022 11:06:00 AM  
 Signed: 12/16/2022 11:06:37 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/16/2022 11:06:00 AM  
 ID: b0026d5b-e7ef-465e-b750-3c2241c7a0a1

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

DocuSigned by:  
  
 AB4ADEEC15034AF...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 139.104.3.6  
 Signed using mobile

Sent: 12/16/2022 11:06:41 AM  
 Viewed: 12/16/2022 12:37:03 PM  
 Signed: 12/16/2022 12:37:15 PM

**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**  
 Using IP Address: 63.198.28.28

Sent: 12/16/2022 12:37:20 PM  
 Viewed: 12/19/2022 8:13:56 AM  
 Signed: 12/19/2022 8:28:48 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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

DocuSigned by:  
  
 1CA777890FDD47F...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 63.198.28.28

Sent: 12/19/2022 8:28:52 AM  
 Viewed: 12/20/2022 10:28:42 AM  
 Signed: 12/20/2022 10:29:44 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/20/2022 10:28:42 AM  
 ID: 8ad1af46-1349-420b-b337-51c9f0b7e385

Signer Events	Signature	Timestamp
Christine Waybright CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 63.198.28.28	Sent: 12/20/2022 10:29:47 AM Viewed: 12/20/2022 12:33:39 PM Signed: 12/20/2022 12:33:56 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/20/2022 12:33:39 PM  
ID: 29ae7151-3930-4f7c-ab30-ec5f2393bfae

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

DocuSigned by:  
*Brad J. Stephens*  
D60BCFE3AF2A430...

Sent: 12/20/2022 12:33:59 PM  
Viewed: 12/20/2022 12:42:39 PM  
Signed: 12/20/2022 12:42:51 PM

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

**Electronic Record and Signature Disclosure:**  
Accepted: 12/20/2022 12:42:39 PM  
ID: f7dc2358-c8ba-414a-9b58-16900610ed59

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

**Completed**

Sent: 12/20/2022 12:42:54 PM  
Viewed: 12/21/2022 9:27:24 AM  
Signed: 12/21/2022 9:27:44 AM

Using IP Address: 63.198.28.28

**Electronic Record and Signature Disclosure:**  
Accepted: 12/21/2022 9:27:24 AM  
ID: 512b822d-44ef-4cc6-873b-c67a9fbf4031

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

DocuSigned by:  
*Shaun-Adrian Chofla*  
57A431EB8618453...

Sent: 12/21/2022 9:27:48 AM  
Viewed: 12/21/2022 11:30:59 AM  
Signed: 12/21/2022 11:32:22 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 73.41.211.202

**Electronic Record and Signature Disclosure:**  
Accepted: 12/21/2022 11:30:59 AM  
ID: d174228a-f3e3-4a60-b46c-4e87b039059c

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	12/16/2022 11:04:20 AM
Certified Delivered	Security Checked	12/21/2022 11:30:59 AM
Signing Complete	Security Checked	12/21/2022 11:32:22 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Completed	Security Checked	12/21/2022 11:32:22 AM
<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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