



X24795

REQUEST FOR COUNTY CONTRACT REVIEW

| | | | | | |
|---|--|------------------------|--|-----------------------------|---------------------------|
| Approval Authority: | FIRST 5 (see County Contract #R40214) | | | | |
| Date Submitted: | 6/21/2022 | Contact Person: | Shelly Miller | Phone #.: | 552.3844 |
| Vendor # | Contractor Name: | Sidekick Solutions LLC | | | |
| Title of Contract: | Apricot 360 Expansion and Technical Assistance | | | | |
| Description: | Expanding First 5's current Apricot 360 system and provide ongoing technical assistance | | | | |
| 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 Evaluation | |
| Maximum Amt. Payable: | \$29,750 | | | | |
| Duration: | Start Date: | June 1, 2022 | End Date: | August 31, 2023 | Total Years/Mo: 15 months |
| Funding Source: | Children & Families Trust Fund 7950 | | Date Approved by Commission: | | 5/20/2022 |
| 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 type="checkbox"/> Based on Competitive Solicitation No: __-__; greatest value & responsive/responsible offer/ proposal/bid that fulfills Strategic Plan. |
| <input checked="" type="checkbox"/> Non-Competitive Process: |
| <input type="checkbox"/> Based on First 5 Policies & Procedures. |
| <input checked="" type="checkbox"/> Sole Source Justification Attached (Approved by Children and Families Commission on 5/20/22) |
| <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 | DocuSigned by: Anna Bauer AB4ADEEC19034AF | 6/20/2022 08:52:45 PDT |
| | Signature of Agency Director or Delegate | Date |

FOR REVIEW RECORDS ONLY:

| Review | Received | Log Out | Comments or Notations | Reviewer |
|---------------------|-----------|-----------|-----------------------|----------|
| Contracts Division: | 6/21/2022 | 6/21/2022 | X24795 | |
| County Counsel: | 6/21/2022 | 6/23/2022 | | |

FOR COMMISSION USE ONLY:

| Name | Role | Email Address | Order of Receipt | Notes |
|------------------|-----------|--|------------------|-------|
| Jeffrey Haguwood | Signatory | jeff@sidekicksolutionsllc.com | 1 | |
| | | | | |
| | | | | |
| | | | | |

SOLE SOURCE JUSTIFICATION/APPROVAL

| | |
|---|--|
| Supplier Name: | Sidekick Solutions LLC |
| Street Address: | 403 South Lincoln Street, Suite 4 |
| City/State/ZIP: | Port Angeles, WA 98362 |
| Telephone: | (360) 477-0629 |
| General Description of Commodity or Service to be Purchased: | |
| Design Phase 2 of the Commission's Apricot 360 database. | |
| Estimated (or Actual) Dollar Value of Contract | \$ 29,750 |

INSTRUCTIONS: Please initial all entries below that apply to the proposed purchase. Attach additional information or support documentation if needed. More than one entry will apply to most sole source justifications.

| SOLE SOURCE JUSTIFICATION | | |
|---|-----------------|--|
| ITEM | INITIALS | JUSTIFICATION |
| 1 | alb | Purchase is required from the original manufacturer or provider. If this item is initialed, Item 4 below must also be initialed. |
| 2 | | Purchase is required from the only Butte County area distributor of the original manufacturer or provider. If this item is initialed, Item 4 below must also be initialed |
| 3 | | Parts or equipment are not interchangeable with similar parts from another manufacturer. If this item is initialed, please explain below (attach additional sheet if needed). |
| Explanation: | | |
| 4 | alb | This is the only known product or service that will meet the specialized needs of this department or perform the intended function. If this item is initialed, please explain below (attach additional sheet if needed). |
| Explanation: Sidekick Solutions LLC was subcontracted by Social Solutions to build Phase 1 of the Commission's Apricot 360 database. The Commission maintains an ongoing license with Social Solutions to provide use of their software, and will contract directly with Sidekick Solutions for Phase 2 of the database build. | | |
| 5 | | Parts or equipment are required from this supplier to provide standardization. If this item is initialed, please explain below (attach additional sheet if needed). |
| Explanation: | | |
| 6 | | None of the above apply. A detailed justification for this sole source purchase is provided below (Attach additional sheet if needed): |
| Detailed Justification: | | |

On the basis of the foregoing, I recommend that competitive procurement be waived and that the product or service on the attached Purchase Requisition be purchased on a sole source basis. I understand that I may be required to provide a detailed cost estimate since price reasonableness will not be established through the competitive process.

| DEPARTMENT NAME | AUTHORIZED SIGNATURE | DATE |
|--|--|--------------------------|
| First 5 Butte County Children and Families Commission | DocuSigned by: <i>Anna Bauer</i> AB4ADEFC15034AE | 6/20/2022 08:52:45 PDT |

| APPROVAL BY PURCHASING SERVICES (Approval by General Services Director Required for Consultants) | | | |
|---|---|-------------|--------------------------|
| Based on the above justification: | | | |
| <input checked="" type="checkbox"/> | I hereby approve the purchase of this product or service on a sole source basis. | | |
| <input type="checkbox"/> | I recommend that the Board of Supervisors approve this purchase on a sole source basis. | | |
| Signature | DocuSigned by: <i>Sydney Howerton</i> D8540C9801C12D | Date | 6/21/2022 14:35:29 PDT |

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."

X24795
Contract
stamp
area

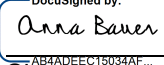
| | | | |
|--|--|--------------------------------|--|
| Contract Title: Apricot 360 Expansion and Technical Assistance | | | |
| The Term of This Contract begins on June 1, 2022 and ends on August 31, 2023. | | | |
| Department | 7950 | FOB Point | |
| Terms | Net 30 | Not-to-Exceed Price: | \$ 29,750 |
| Contractor Contact Information | | Commission Contact Information | |
| Contractor | Sidekick Solutions LLC | First 5 Butte | County Children & Families Commission |
| Address | 403 S. Lincoln St., Suite 4 | Address | 82 Table Mountain Blvd., Suite 40 |
| City, State & ZIP | Port Angeles, WA 98362 | City, State & Zip | Oroville, CA 95965 |
| Project Manager | Jeffrey Haguewood | Project Manager | Shelly Miller |
| Telephone | 360.477.0629 | Telephone | 530.552.3844 |
| Email | jeff@sidekicksolutionsllc.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 – Budget; 5) Attachment V, Commission Contract Requirements, and 6) Exhibit A.

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 – "Standard Insurance Requirements."


| | | |
|--|---|---|
| _____ Anna Bauer, Director Typed or Printed Name | DocuSigned by:  _____ Signature | 6/20/2022 08:52:45 PDT _____ Date |
|--|---|---|

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

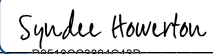
First 5 Butte Children & Families Commission

| | |
|---|---|
| DocuSigned by:  _____ Dr. Shaun-Adrián Choflá, Chair | 6/23/2022 10:30:29 PDT _____ Date |
|---|---|

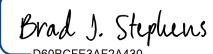
Sidekick Solutions

| | |
|---|---|
| DocuSigned by:  _____ Jeffrey Haguewood, Owner | 6/20/2022 08:28:55 PDT _____ Date |
|---|---|

REVIEWED FOR CONTRACT COMPLIANCE
Contracts Division, GSD

| | |
|---|---|
| DocuSigned by:  _____ By | 6/21/2022 14:35:29 PDT _____ Date |
|---|---|

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

| | |
|---|---|
| DocuSigned by:  _____ By | 6/23/2022 09:13:39 PDT _____ 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.
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

ATTACHMENT I
TERMS AND CONDITIONS

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.

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.

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:

The Commission has selected the CONTRACTOR to design and develop an expansion of its current Apricot 360 database for the Commission. Contractor shall configure a participant-centered data tracking and case management system for Healthy Families America framework and Help Me Grow model. Upon completion of the Apricot expansion build, Contractor shall provide monthly technical assistance to support Commission staff with Apricot system design, report development, data quality monitoring, database administration, and general consulting. The services, deliverables, outcomes, and exclusions in this scope of work are described in detail below. All services in this scope of work will be combined into a master project plan by CONTRACTOR at scope of work kick-off. This work is authorized by the Commission in alignment with its 2021-2026 Strategic Plan: **Evaluation**.

Should Contractor provide services from June 1, 2022, and prior to the execution of contract, Contractor agrees and acknowledges that all language stated in this original contract, including all attachments, shall apply at the time services are performed.

Contractor's Responsibilities

| Primary Activity | Milestones/ Deliverables | Timeline |
|---|---|--------------------|
| 1. CONTRACTOR shall host kick-off call to define project timeline and confirm deliverables | Time frame for project and list of deliverables | June 2022 |
| 2. CONTRACTOR shall schedule and conduct six (6) ninety (90) minute discovery sessions to verify requirements with Commission. | Discovery sessions are scheduled and conducted | June – July 2022 |
| 3. CONTRACTOR shall develop and submit specification documents and user acceptance testing (UAT) scenarios to Commission staff for approval | Specification documents to include: data model schematic, form/field blueprint, and report specification. User Acceptance Training scenarios. | July 2022 |
| 4. Upon Commission staff and representative approval of specification documents and UAT scenarios, CONTRACTOR shall configure solutions based on the approved specifications, including: 27 forms for a Participant Profile, Training Event Log, Resource Profile, Community Events/Workshop Log, and Staff Profile. CONTRACTOR shall also configure a caseload dashboard and develop ten (10) reports in the Apricot report designer. Reporting not developed during the expansion phase shall be carried over into Technical Assistance. | Configured solutions with Apricot functionality for Help Me Grow and Healthy Families America. | July – August 2022 |

ATTACHMENT III
SCOPE OF WORK

| | | |
|---|---|------------------------------------|
| <p>5. Upon Commission staff and representative approval of configured forms and reports, CONTRACTOR shall facilitate two (2) rounds of user acceptance testing, each two weeks in length. CONTRACTOR shall maintain a testing log of any issues or requests made by Commission staff during testing and update configuration based on testing outcomes.</p> | <p>Testing log</p> | <p>August – September 2022</p> |
| <p>6. Following the completion of the Apricot expansion build, CONTRACTOR shall provide monthly Technical Assistance and solutions per Exhibit A, attached hereto and incorporated herein.</p> | <p>Maintained backlog of priority items</p> | <p>September 2022- August 2023</p> |

Commission Responsibilities

- 1) Commission staff shall participate in requested meetings and provide contractor with all requested information.
- 2) Commission staff will allocate adequate work time and effort to ensure the goals of the project are met.
- 3) Commission staff will process approved invoices and submit to Butte County Auditor within 14 business days of receipt.
- 4) If requested, Commission staff will provide CONTRACTOR an administrator account to its Apricot database for the duration of services to complete the services listed in this contract.

ATTACHMENT IV
BUDGET

Sidekick Solutions
Apricot 360 Expansion and Technical Assistance
FY 2022-2023

| Line Item | Hours | Fixed Cost | Sub-total | Total |
|---|----------|------------|-----------|-----------------|
| Personnel - Apricot Expansion Build | 95 hours | \$16,150 | \$16,150 | \$16,150 |
| Personnel - Technical Assistance (Advisor plan) | 80 hours | \$13,600 | \$13,600 | \$13,600 |
| | | | | |
| | | | | |
| TOTAL NOT TO EXCEED PROJECT COST | | | | \$29,750 |

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 invoices 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 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.

EXHIBIT A



Technical Assistance Plans for Apricot™ Software Personalized, responsive support and managed services to make the most of your Apricot system

Building capacity in your Apricot system is an ongoing, long-term process, and it's easiest to achieve your vision for Apricot with personalized support from an expert. Technical assistance with support from an Apricot consultant is an effective way to:

1. Cross Apricot priority and improvement projects off your to-do list
2. Outsource big tasks like reporting, form/link design, data quality, and user permissions
3. Get answers to your top questions and solutions for your most pressing challenges

Our technical assistance plans give you access to a Certified Apricot expert and single point of contact that knows your system and is ready to support any Apricot-related topic.

- **Systems design** - Support for updates and refinements to end-user experience through form, link, bulletin, and workflow design (both new system implementation and existing system redesign or enhancement)
- **Reporting** - Design and build custom reports and dashboards by request or update, test, and validate existing reports to ensure accuracy
- **Data quality** - Develop systems for data quality monitoring, audit data quality in areas of concern, lead data cleanup projects, and migrate or import data from other systems
- **Database administration** - Manage ongoing tasks like permissions, user onboarding, and new feature evaluation, plus gather and interpret user feedback
- **Consulting** - Support from a dedicated Apricot expert for solution recommendations, coaching, and Q&A via virtual meeting or email

Outcome

Our technical assistance plans offer high-quality professional services to support your goals in Apricot. Outsource your organization's Apricot administration role to us or supplement your internal team with our expertise. Team up and let us do the heavy lifting so you can make the most of Apricot software.

1. Maximize your investment in Apricot using best practice and innovative Apricot usecases that take advantage of Apricot's full suite of features.
2. Save time, cost, and stress by outsourcing tasks like reports, dashboards, and analytics; data quality, imports, cleanup, and migration; and system design to an expert.
3. Reduce the risk of incomplete solutions with proactive services that translate your organizational priorities into timely and accurate solutions in Apricot.

EXHIBIT A

Our approach

We implement a development framework when operating in your live/production Apricot environment. This cycle is part of our continuous improvement methodology that supports capacity building for your Apricot over time.

- Describe the use case, challenge, opportunity, or topic (narrative)
- Develop a spec or blueprint for the solution
- Complete required/recommended peer or client reviews
- Configure and test the solution
- Document change log of solution updates made during configuration and testing (for notifying other administrators and look back if research needed on when a change was made)
- Draft release notes for users or a knowledge base article on the solution (i.e. what it is, why it matters, how does it work so your team retains documentation on the solution)
- Define a monitoring interval to ensure the solution is working as expected

Our discipline to this approach ensures that your organization levels up with each use case and each iteration of your solution.

Your team

Sidekick Solutions offers expertise across an array of technical disciplines. First we pair you with a single point of contact that is an experienced Apricot operator and is tasked with learning your system inside and out. Then you are able to leverage a full suite of services and capabilities to support your Apricot experience.

- Consultant
- Data Specialist
- Report Developer
- Integration/API Specialist and Developer
- Quality Assurance
- Documentation and Content Writer
- Executive IT strategy

Our team is a Platinum Certified Apricot Implementation Partner and staffs eight (8) full-time Apricot consultants including five (5) that pre-date the acquisition of Apricot by Social Solutions. Partnering with your team unlocks access to a wealth of knowledge we've developed on Apricot over the past eight (8) years, including hundreds of custom Apricot designs and an internal knowledge base of over 200 articles.

EXHIBIT A

Monthly Technical Assistance

Monthly plans pair you with an Apricot expert to supplement your internal team. Lower plans are designed to support your team with recurring check-ins and to answer your top questions. Higher plans also offer recurring check-ins, but allow extra time for you to off-load complex tasks to our team of Apricot experts.

| ADVISOR plan | STANDARD plan | PLUS plan | PREMIUM plan |
|---|-----------------------------------|---|-----------------------------------|
| \$13,600/year | \$20,400/year | \$30,600/year | \$40,800/year |
| 80 hours/year (≈6.67 per month) | 120 hours/year (≈10 per month) | 180 hours/year (≈15 per month) | 240 hours/year (≈20 per month) |
| <p>Conduct an assessment of your Apricot database and identify priorities for improvement</p> <p>Schedule <u>monthly</u> 90-minute consulting calls or more frequent if consulting is priority above defined projects</p> <p>Access to dedicated consultant to answer questions, implement feedback, and provide ongoing support</p> <p>Maintain a backlog of priority items and work through those priorities following a continuous improvement methodology</p> <p>Implement <u>2-5 priority projects</u> like new data entry, workflow, and reporting systems or redesign and improve existing systems</p> <p>Outsource <u>minor</u> admin tasks including data quality and cleanup, form modifications, user permissions, and native report development</p> | | <p>Conduct an assessment of your Apricot database and identify priorities for improvement</p> <p>Schedule <u>weekly</u> 60-90 minute consulting calls</p> <p>Access to dedicated consultant to answer questions, implement feedback, and provide ongoing support</p> <p>Maintain a backlog of priority items and work through those priorities following a continuous improvement methodology</p> <p>Implement <u>5-8 priority projects</u> new data entry, workflow, and reporting systems or redesign and improve existing systems</p> <p>Outsource <u>major</u> admin tasks including data quality and cleanup, report development (native or Results), integrations, form design, and <u>continuous system improvement</u></p> <p>Receive <u>priority support</u> for rush projects and urgent scope requests</p> | |
| <p>TA plans save 8% on our project time and materials rate.</p> <p>Select a 24-month term and save 6%. Rate drops from \$170/hour to \$160/hour.</p> <p>Prepay for an additional 5% discount on any plan or term.</p> | | | |

Certificate Of Completion

Envelope Id: 44BDEB51242E425BA9BA1F362379B254

Status: Completed

Subject: Please DocuSign: CFC-Sidekick Solutions LLC

Source Envelope:

Document Pages: 14

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 2

Shelly Miller

AutoNav: Enabled

smiller@buttecounty.net

Envelopeld Stamping: Enabled

IP Address: 12.161.69.82

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

Record Tracking

Status: Original

Holder: Shelly Miller

Location: DocuSign

6/15/2022 12:55:21 PM

smiller@buttecounty.net

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: First Five Butte County

Location: DocuSign

Signer Events**Signature****Timestamp**

Jeffrey Haguewood

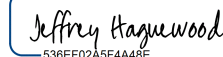
jeff@sidekicksolutionsllc.com

Owner and Managing Director

Sidekick Solutions LLC

Security Level: Email, Account Authentication
(None)

DocuSigned by:



536EF02A5F4A48E...

Sent: 6/15/2022 1:19:34 PM

Viewed: 6/20/2022 8:17:13 AM

Signed: 6/20/2022 8:28:55 AM

Signature Adoption: Pre-selected Style

Signed by link sent to jeff@sidekicksolutionsllc.com

Using IP Address: 172.92.99.57

Electronic Record and Signature Disclosure:

Accepted: 6/20/2022 8:17:13 AM

ID: 8a3a51cc-1d8c-4777-bf32-4755a00f1122


Anna Bauer

abauer@buttecounty.net

First Five Butte County

Security Level: Email, Account Authentication
(None)

DocuSigned by:



AB4ADEEC15034AF...

Sent: 6/20/2022 8:28:57 AM

Viewed: 6/20/2022 8:52:03 AM

Signed: 6/20/2022 8:52:45 AM

Signature Adoption: Pre-selected Style

Signed by link sent to abauer@buttecounty.net

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: 6/20/2022 8:52:48 AM

Viewed: 6/21/2022 10:49:55 AM

Signed: 6/21/2022 10:58:59 AM

Signed by link sent to smiller@buttecounty.net

Using IP Address: 12.161.69.82

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Syndee Howerton

Showerton@buttecounty.net

Security Level: Email, Account Authentication
(None)

DocuSigned by:



D6518CC3894C43D...

Sent: 6/21/2022 11:53:09 AM

Viewed: 6/21/2022 2:32:58 PM

Signed: 6/21/2022 2:35:29 PM

Signature Adoption: Pre-selected Style

Signed by link sent to Showerton@buttecounty.net

Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:

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

| | | |
|---|---|---|
| <p>Accepted: 6/9/2022 11:22:45 AM ID: 3ad19c29-6225-4651-a797-64e713f66ce0</p> <p>Christine Waybright CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)</p> | <p>Completed</p> <p>Signed by link sent to CoCoContractReview@buttecounty.net Using IP Address: 63.198.28.28</p> | <p>Sent: 6/21/2022 2:35:32 PM Viewed: 6/21/2022 3:31:30 PM Signed: 6/21/2022 3:32:48 PM</p> |
|---|---|---|

| | | |
|---|---|---|
| <p>Electronic Record and Signature Disclosure: Accepted: 6/21/2022 3:31:30 PM ID: f045663c-fd17-4eec-9daa-1f0edb95fe16</p> <p>Brad J. Stephens CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)</p> | <p>DocuSigned by: <i>Brad J. Stephens</i> D80BCFE3AF2A430...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to CoCoContractReview@buttecounty.net Using IP Address: 63.198.28.28</p> | <p>Sent: 6/21/2022 3:32:51 PM Viewed: 6/23/2022 8:19:29 AM Signed: 6/23/2022 9:13:39 AM</p> |
|---|---|---|

| | | |
|--|---|---|
| <p>Electronic Record and Signature Disclosure: Accepted: 6/23/2022 8:19:29 AM ID: 0d818a3a-dfbc-4a97-8fdd-52f42f7dce6e</p> <p>Christine Waybright CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)</p> | <p>Completed</p> <p>Signed by link sent to CoCoContractReview@buttecounty.net Using IP Address: 63.198.28.28</p> | <p>Sent: 6/23/2022 9:13:42 AM Viewed: 6/23/2022 9:46:07 AM Signed: 6/23/2022 9:46:44 AM</p> |
|--|---|---|

| | | |
|--|--|---|
| <p>Electronic Record and Signature Disclosure: Accepted: 6/23/2022 9:46:07 AM ID: 0963fe02-3b05-4ef3-8023-1716e3d92720</p> <p>Shaun-Adrian Chofla choflash@butte.edu Chair Security Level: Email, Account Authentication (None)</p> | <p>DocuSigned by: <i>Shaun-Adrian Chofla</i> 57A431EB8618453...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to choflash@butte.edu Using IP Address: 98.255.114.5</p> | <p>Sent: 6/23/2022 9:46:47 AM Viewed: 6/23/2022 10:30:29 AM Signed: 6/23/2022 10:30:29 AM</p> |
|--|--|---|

| | | |
|--|--|--|
| <p>Electronic Record and Signature Disclosure: Accepted: 6/23/2022 10:30:07 AM ID: 54dd0032-b510-4583-9c60-ee113557ed54</p> | | |
|--|--|--|

| | | |
|-------------------------------------|------------------|------------------|
| 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 |

| Carbon Copy Events | Status | Timestamp |
|---|--------|-----------------------------|
| Syndee Howerton GSFrontDeskHG@buttecounty.net Security Level: Email, Account Authentication (None) | COPIED | Sent: 6/21/2022 11:53:10 AM |
| Electronic Record and Signature Disclosure: Accepted: 6/21/2022 11:52:39 AM ID: 073a3b60-8bdf-4fb8-825d-2e2a76f5f2fd | | |

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

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

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 6/15/2022 1:19:34 PM |
| Certified Delivered | Security Checked | 6/23/2022 10:30:29 AM |
| Signing Complete | Security Checked | 6/23/2022 10:30:29 AM |
| Completed | Security Checked | 6/23/2022 10:30:29 AM |

| 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.