



X25013

REQUEST FOR COUNTY CONTRACT REVIEW

Approval Authority:	FIRST 5 (see County Contract #R40214)			
Date Submitted:	12/19/2022	Contact Person:	Shelly Miller	Phone #.: 552.3844
Vendor #:	Contractor Name: Valley Oak Children's Services			
Title of Contract:	Valley Oak Children's Services Live Scan Strategic Investment	Contract #:		Amendment #:
Description:	Strategic investment to support mobile Live Scan implementation.			
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 Strengthening Systems
Maximum Amt. Payable:	\$184,775.00			
Duration:	Start Date: 1/1/2023	End Date: 6/30/2024	Total Years/Mo:	18 months
Funding Source:	Children & Families Trust Fund 7950	Date Approved by Commission:	12/16/2022	
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?

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

Based on Competitive Solicitation No: 05-23; greatest value & responsive/responsible offer/ proposal/bid that fulfills Strategic Plan.

Non-Competitive Process:

Based on First 5 Policies & Procedures.

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

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

CONFLICT OF INTEREST

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

Employee Name: _____ Date of Separation: _____

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>AB4ADEEC15034AF...</small> Signature of Agency Director or Delegate	12/16/2022 12:39:09 PST
		Date

FOR REVIEW RECORDS ONLY:

Review	Received	Log Out	Comments or Notations	Reviewer
Contracts Division:	12/19/2022	12/20/2022	X25013	
County Counsel:	12/20/22	12/21/2022		

FOR COMMISSION USE ONLY:

Name	Role	Email Address	Order of Receipt	Notes
Mona Kazemi	Reviewer	mkazemi@valleyoakchildren.org	1	
Karen Marlatt	Signatory	kmarlatt@valleyoakchildren.org	2	

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."

Contract Title: Valley Oak Children's Services Live Scan Strategic Investment			
The Term of This Contract begins on January 1, 2023, and ends on June 30, 2024.			
Department	7950	FOB Point	N/A
Terms	Net 30	Not-to-Exceed Price:	\$184,775.00
Contractor Contact Information		Commission Contact Information	
Contractor	Valley Oak Children's Services	First 5 Butte	County Children & Families Commission
Address	3120 Cohasset Road, Ste. 6	Address	82 Table Mountain Blvd., Suite 40
City, State & ZIP	Chico, CA 95973	City, State & Zip	Oroville, CA 95965
Project Manager	Mona Kazemi	Project Manager	Shelly Miller
Telephone	530-899-4935	Telephone	530-552-3844
Email	mkazemi@valleyoakchildren.org	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."


	DocuSigned by:  AB4ADEEC15894AF...	12/16/2022 12:39:09 PST
Anna Bauer, Director _____ Typed or Printed Name	_____ Signature	_____ Date

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

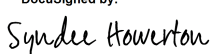
First 5 Butte Children & Families Commission

	DocuSigned by:  57A331EB8818453...	12/21/2022 12:43:53 PST
Dr. Shaun-Adrián Choflá, Chair _____ Date	_____ Signature	_____ Date

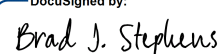
Valley Oak Children's Services

	DocuSigned by:  245C9A7F65B94B2...	12/16/2022 12:38:25 PST
Karen Marlatt, CEO _____ Date	_____ Signature	_____ Date

REVIEWED FOR CONTRACT COMPLIANCE
Contracts Division, GSD

	DocuSigned by:  1CA77890FDD47F...	12/20/2022 10:24:19 PST
_____ By	_____ Date	_____ Date

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

	DocuSigned by:  D60BCFE3AF2A430...	12/20/2022 12:44:23 PST
_____ By	_____ Date	_____ 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 has been identified as a childcare desert, particularly in light of local disasters and the COVID-19 pandemic. Families with children ages 0-5 benefit from Live Scan background check services, as these services increase the number of accessible and safe childcare options available in the community, and help parents secure and maintain employment. Valley Oak Children's Services (VOCS) provides subsidized childcare, case management, resources and referrals, and other services to local families. While the agency currently provides Live Scan services for prospective childcare providers and individuals seeking employment, those services are stationary and do not reach applicants who have transportation barriers or who reside in outlying, underserved communities. The Commission seeks to support the establishment of mobile Live Scan services to fill this community need. This work is authorized by the Commission in alignment with its 2021-2026 Strategic Plan: **Strengthening Systems**.

Contractor's Responsibilities

To increase the accessibility of Live Scan background check services, particularly in underserved rural and foothill communities, and to increase the number of childcare providers available to Butte County families with children ages 0-5, CONTRACTOR shall develop and provide mobile Live Scan services to prospective family, friend, and neighbor (FFN), license exempt, and licensed childcare providers. CONTRACTOR will also provide pre-employment Live Scan services to parents of children ages 0-5. Given the mobile nature of these Live Scan services, the locations in which the services are provided shall be determined by CONTRACTOR based upon the needs of prospective childcare providers, job applicants, and community partners.

1. By January 15, 2023, CONTRACTOR shall create and implement a staff development and deployment plan to support VOCS goals and objectives, and upload deliverables to Apricot 360.

Deliverable: Staff development and deployment plan, including a title and job description for the Live Scan Resource and Referral position, specific job duties, required education and training needed to perform these job duties, salary, benefits, etc.

2. By February 1, 2023, CONTRACTOR shall hire the staff member identified in the staff development and deployment plan.

Deliverable: Report hiring dates for the job position defined in the staff development and deployment plan via electronic mail (First5@buttecounty.net) to Commission staff within ten days of hiring date.

3. By March 1, 2023, CONTRACTOR shall purchase mobile Live Scan equipment. CONTRACTOR shall be liable for all maintenance, insurance, and/or repair costs beyond the initial purchase price of the equipment, and shall ensure the mobile equipment is secured in such a manner as to avoid theft or damage.

Deliverable: Provide Commission staff with a copy of the paid invoice for Live Scan equipment as part of the first quarterly invoice.

4. By March 1, 2023, CONTRACTOR shall purchase a vehicle (new or used, no more than three model years old) with the appropriate cargo capacity to safely and securely transport the mobile Live Scan equipment and community education and outreach materials. CONTRACTOR shall be liable for all insurance, registration, security, repair, and/or maintenance costs beyond the initial purchase price of the vehicle. After the term of the contract, CONTRACTOR shall retain the purchased vehicle.

Deliverable: Provide Commission staff with a copy of the paid invoice for the vehicle as part of the first quarterly invoice.

5. By March 30, 2023, CONTRACTOR shall ensure assigned program staff have received all training required by the Department of Justice and VOCS in the operation and use of the mobile Live Scan equipment.

ATTACHMENT III SCOPE OF WORK

Deliverable: Provide Commission staff with narrative reports and certificates of completion for training courses completed by program staff via Apricot 360.

6. By June 30, 2023, CONTRACTOR shall develop and implement a long-term financial sustainability plan for the Live Scan Resource and Referral position, including a timeline and performance measures.

Deliverable: Upload the financial sustainability plan to Apricot 360.

7. By June 30, 2023, CONTRACTOR shall utilize the Results Based Accountability Framework to develop an Evaluation Plan that will measure the impact of CONTRACTOR's services.

Deliverable: Upload the evaluation plan to Apricot 360.

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

Deliverable: Quarterly demographic and performance reports.

9. CONTRACTOR shall delegate appropriate staff to attend and participate in meetings of the Commission's Grant Writing Cohort.

Deliverable: Staff attendance at meetings of the Grant Writing Cohort.

10. CONTRACTOR shall delegate appropriate staff to complete Commission-provided training modules.

Deliverable: Staff completion of Commission-provided training modules.

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, — June 30, 2024

Valley Oak Children’s Services
Live Scan 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)		
	Program staff	\$21,000.00	One 100% FTE Resource and Referral staff member to provide mobile Live Scan services, as well as childcare education, resources, and referrals, in public and private settings and at community outreach events
	Benefits	\$8,500.00	Employer share of health insurance, retirement, and payroll taxes
	Personnel Expenses Subtotal	\$29,500.00	
B.	Program		
	Direct Service Costs		
	Local Mileage	\$3,000.00	Local mileage to meet with Live Scan clients and transport Live Scan equipment to community events
	Staff Training and Conferences		
	Professional Services		
	Other Expenses		
	Program Expenses Subtotal	\$3,000.00	
C.	Administrative		
	Occupancy		
	IT and Telephone		
	Equipment	\$75,000.00	Purchase of Live Scan vehicle; purchase and installation of catalytic converter and gas line theft prevention equipment; installation of agency logo; two Live Scan mobile machines with hard cases and CDL readers; credit card reader; terminal reader; privacy screen for mobile Live Scan services.
	Office Supplies	\$2,592.00	Calendly subscription with 24 licenses for Live Scan scheduling
	Liability Insurance		
	Other Expenses	\$1,000.00	Live Scan fingerprint transmission fees; Paypal transaction fees for Live Scan payments
	Administrative Expenses Subtotal	\$78,592.00	

**ATTACHMENT IV
ANNUAL BUDGET**

	Direct Cost Subtotal	\$111,092.00	
D.	Indirect Costs (max. 15% of direct)	\$2,360.00	8% indirect on personnel expenses only
E.	Total Budget	\$113,452.00	

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. For information about travel reimbursement rates, please visit 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 for approval prior to distribution.
19. Contractor shall ensure that all program staff review Commission policies and requirements.

Certificate Of Completion

Envelope Id: 48C5675F63954F2DA2A1873BDFD10263

Status: Completed

Subject: Complete with DocuSign: VOCS Strategic Investment contract for signature

Source Envelope:

Document Pages: 12

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 2

Shelly Miller

AutoNav: Enabled

smiller@buttecounty.net

Envelopeld Stamping: Enabled

IP Address: 63.198.28.28

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

Record Tracking

Status: Original

Holder: Shelly Miller

Location: DocuSign

12/16/2022 11:23:49 AM

smiller@buttecounty.net

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: First Five Butte County

Location: DocuSign

Signer Events

Karen Marlatt

kmarlatt@valleyoakchildren.org

CEO

Valley Oak Children's Services

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

DocuSigned by:



245C9A7F85B94B2...

Timestamp

Sent: 12/16/2022 12:22:33 PM

Viewed: 12/16/2022 12:38:10 PM

Signed: 12/16/2022 12:38:25 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 12.144.113.130

Electronic Record and Signature Disclosure:

Accepted: 12/16/2022 12:38:10 PM

ID: 8bab2917-37da-4a8c-aff4-f8d36d2cf611

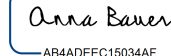
Anna Bauer

abauer@buttecounty.net

First Five Butte County

Security Level: Email, Account Authentication
(None)

DocuSigned by:



AB4ADEEC15034AF...

Sent: 12/16/2022 12:38:28 PM

Viewed: 12/16/2022 12:38:49 PM

Signed: 12/16/2022 12:39:09 PM

Signature Adoption: Pre-selected Style

Using IP Address: 139.104.3.6

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shelly Miller

smiller@buttecounty.net

Program Analyst

First 5 Butte County Children and Families

Commission

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

Sent: 12/16/2022 12:39:14 PM

Viewed: 12/19/2022 8:18:30 AM

Signed: 12/19/2022 8:28:21 AM

Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:


Not Offered via DocuSign

Syndee Howerton

GSFrontDeskHG@buttecounty.net

Security Level: Email, Account Authentication
(None)

DocuSigned by:



1CA777890FDD47F...

Sent: 12/19/2022 8:28:24 AM

Viewed: 12/20/2022 10:22:29 AM

Signed: 12/20/2022 10:24:19 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:

Accepted: 12/20/2022 10:22:29 AM

ID: 07694ac9-adab-4ba8-9e5c-d2c2c8fa12e6

Signer Events	Signature	Timestamp
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County Counsel Staff Log In
 CoCoContractReview@buttecounty.net
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 63.198.28.28

Sent: 12/20/2022 10:24:22 AM
 Viewed: 12/20/2022 12:31:43 PM
 Signed: 12/20/2022 12:32:11 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/20/2022 12:31:43 PM
 ID: bf5f30d0-32fe-4781-9b0d-76c1f867c967

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

DocuSigned by:

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

Sent: 12/20/2022 12:32:15 PM
 Viewed: 12/20/2022 12:44:04 PM
 Signed: 12/20/2022 12:44:23 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/20/2022 12:44:04 PM
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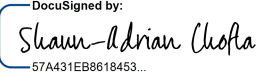
County Counsel Staff Log Out
 CoCoContractReview@buttecounty.net
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 63.198.28.28

Sent: 12/20/2022 12:44:26 PM
 Viewed: 12/21/2022 9:33:29 AM
 Signed: 12/21/2022 9:33:44 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/21/2022 9:33:29 AM
 ID: 6d2019c4-aa40-42f5-b252-b5b946d45f69

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

DocuSigned by:

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

Sent: 12/21/2022 9:33:49 AM
 Viewed: 12/21/2022 11:32:34 AM
 Signed: 12/21/2022 12:43:53 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/21/2022 11:32:34 AM
 ID: aa01de09-3e37-4dae-b1d7-4970a15d4ae2

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Mona Kazemi
 mkazemi@valleyoakchildren.org
 Valley Oak Childrens Services Inc
 Security Level: Email, Account Authentication (None)

VIEWED
 Using IP Address: 12.144.113.130

Sent: 12/16/2022 11:31:53 AM
 Viewed: 12/16/2022 12:22:32 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/16/2022 12:22:32 PM
 ID: c2f2cc05-36f8-48b6-8b17-7a4e6b42de07

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/16/2022 11:31:53 AM
Certified Delivered	Security Checked	12/21/2022 11:32:34 AM
Signing Complete	Security Checked	12/21/2022 12:43:53 PM
Completed	Security Checked	12/21/2022 12:43:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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