

First 5 Butte County Children and Families Commission Contract

Contract stamp area

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:			
The Term of This Contract begins on and ends on .			
Department	7950	FOB Point	
Terms	Net 30	Not-to-Exceed Price:	\$
Contractor Contact Information		Commission Contact Information	
Contractor		First 5 Butte	County Children & Families Commission
Address		Address	82 Table Mountain Blvd., Suite 40
City, State & ZIP		City, State & Zip	Oroville, CA 95965
Project Manager		Project Manager	[Program Analyst]
Telephone		Telephone	
Email		Email	

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; 6) Attachment VI, Food and Beverage Policy, and 7) Attachment VII, Tobacco Free Environment Policy.

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.”

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

[Contractor]

Anna Bauer, Director _____
Date

[Name and Title] Date

REVIEWED FOR CONTRACT COMPLIANCE
Contracts Division, GSD

REVIEWED AS TO FORM
BRUCE S. ALPERT, Butte County Counsel

By _____ Date

By _____ Date

**ATTACHMENT I
TERMS AND CONDITIONS**

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

Contractor's Responsibilities

[Insert text]

Commission Responsibilities

- 1) Commission staff shall participate in requested interviews and 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.

**ATTACHMENT IV
ANNUAL BUDGET
[CONTRACT PERIOD]**

[Contractor]

[Program]

	Budget Line Item	Budget	Narrative (explain how dollar amount is the right amount for the Scope of Work, per line item)
A.	Personnel Expenses (list position, FTE % on project, rate)		
			List %FTE, position title, and summary duties
	Program Personnel		List %FTE, position title, and summary duties
			List %FTE, position title, and summary duties
	Benefits		Employer share of health insurance, retirement and payroll taxes
	Personnel Expenses Subtotal		
B.	Program		
	Direct Service Costs		
	Local Mileage		
	Staff Training and Conferences		
	Professional Services		
	Other Expenses		
	Program Expenses Subtotal		
C.	Administrative		
	Occupancy		
	IT and Telephone		
	Equipment		
	Office Supplies		
	Liability Insurance		
	Other Expenses		
	Administrative Expenses Subtotal		
	Direct Cost Subtotal		
D.	Indirect Costs (max. 15% of direct)		Disallowed for discretionary funds agreements
E.	Total Budget		

ATTACHMENT V
COMMISSION CONTRACT REQUIREMENTS

1. Contractor shall invoice upon completion of scope of work or event through the Commission designated software. All invoices or claims must be substantiated by adequate supporting documentation, and must be based on verifiable financial records. 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 July 15th.
2. In alignment with the approved scope of work and annual budget, contractor may invoice for travel expenditures. In-state travel must adhere to standard rates set by the US General Services Administration (for information about 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. Final invoices must be submitted within 45 days of the contract end date.
4. Contractor may invoice for expenditures related directly to the performance of approved activities, and may not charge indirect expense on funds awarded through the Commission's discretionary funds process, which supports programs, events and professional development opportunities in amounts of up to \$5,000.
5. Commission shall require 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.
6. Discretionary funds will not be extended, amended or renegotiated beyond the terms of the original contract.
7. Contractor is required to maintain and make available to the Commission accurate books and records relative to all its activities under the contract. 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.
8. Contractor shall report data requested by Commission when submitting invoices for payment. Data should be entered into Commission designated software unless an alternative method has been approved by Commission designee.
9. Contractor shall ensure Commission receives updated Certificates of Insurance on a rolling basis, as they renew.
10. Contractor shall attend and participate in Commission meetings as requested.
11. Contractor shall accept and produce program and service referrals on the Unite Us platform within 90 days of contract execution, as applicable to Contractor's approved activities.
12. Contractor shall comply with Commission Tobacco-Free and Food and Beverage policies.
13. Contractor shall acknowledge funding from First 5 Butte County Children and Families Commission by including the First 5 Butte County logo on all public materials related to the project, including (but not limited to) Web sites, emails, news releases, brochures, newsletters, flyers, public service announcements and posters. Contractor shall submit outreach materials to Commission staff for approval prior to distribution when requested.
14. Contractor shall ensure that program staff are aware of all Commission policies and requirements.

ATTACHMENT VI FOOD AND BEVERAGE POLICY

For the purpose of increasing public (children and parents) participation at funded program services and events, healthy food and beverages in standard serving sizes may be offered. Food and beverages must be budgeted. As an ongoing cost savings measure and to keep First 5 Butte County Contractor practices closer to existing Commission practice, we are asking our contractors to make every effort to limit food and beverage purchases. Monitoring these expenditures is a way for contractors to assure that sufficient funds are available for essential services.

Food and beverages should only be provided to children and parents when the provision is critical and integral to program operations, as described below:

- During program services and trainings when it is essential to the content of the service or training;
- When it is clear they will not have time to provide their own meals before the start of the training or program (example: less than one hour between normal work hours including travel time, and the start of the training);
- When the training extends for more than 2 hours and will extend beyond the normal meal time (example: training occurring from 10:30 a.m. - 2:00 p.m.)

In general, food purchased with F5BC funds should:

- Provide variety, nutritional benefits and choice.
- Have moderate or reduced levels of fat, saturated fat, cholesterol, sodium or sugar. High levels of dietary fiber are preferred.

Food should not be provided to staff, subcontractors, or other service delivery partners. Although Commission Staff will not be required to approve food expenditures, it is expected that Contractors will manage their programs with the above guidelines in mind.

Beverages served during First 5 Butte County funded meetings, programs, activities, events, and celebrations should meet the following guidelines:

- Water will always be provided free of charge. Whenever possible, water will be served in pitchers rather than plastic bottles to reduce environmental impact.
- Flavored or unflavored carbonated water with no sweeteners may be served.
- Sugar sweetened beverages, 100% fruit juice, or diet drinks will not be served.
- Whole fruit slices may be considered in place of juice.
- Coffee and tea may be served to adults.

All collaborators, contractors and grantees using First 5 funding will be required to follow our *Food and Beverage Policy* for all events and activities where First 5 funding is utilized.

**ATTACHMENT VII
TOBACCO FREE ENVIRONMENT POLICY**

First 5 Butte County is funded by Proposition 10, the California Children and Families Act, which taxes tobacco products. Discouraging tobacco use among parents, pregnant women, and those who live with young children is a key objective of the Act.

Tobacco products prohibited include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products.

“Smoking” includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment. “Vaping” includes carrying a lighted Electronic Nicotine Delivery Device (ENDD) or e-cigarette.

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as the nicotine patch or gum.

All First 5 Butte County Contractors shall agree to the following:

- A. Contractor agrees to maintain a work environment free of all tobacco products, including the outside areas on the contractor’s property within 20 feet of exits, entrances, windows, and air intakes of contractor’s buildings.
- B. Contractor agrees to comply with applicable federal, state, county, and local tobacco ordinances and codes, including AB -13 and the State of California Labor Code Section 6404.5 (California Work Place Smoking Restrictions).
- C. Contractor agrees not to accept any funds from a tobacco company, its subsidiaries, or parent company, including in-kind donations and event sponsorships, nor any funds from agencies that are sponsored by or receive donations from a tobacco company, its subsidiaries, or parent company.
- D. Contractor agrees to have a Tobacco Free Environment policy.
- E. Contractor agrees to have tobacco education and cessation materials visibly available and accessible to staff and clients participating in agency activities.