

Admin 23-006

COUNTY OF VENTURA CONTRACT NUMBER #: _____

CONTRACT

This Contract entered into this 14th day of March, 2023 by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Ventura County Office of Education, hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing vocational services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached and incorporated by this reference.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions,

proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

The term of this Contract is that described in Exhibit A.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. TERMINATION

The County may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION AND DEFENSE

A) Claims Arising from Sole Acts or Omissions of County

County hereby agrees to indemnify and defend VCOE, its governing board, officers, administrators, managers, agents, and employees (hereinafter collectively referred to in this paragraph as VCOE), from any claim, action or proceeding against VCOE, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, VCOE may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of Ventura of any obligation imposed by this Agreement. VCOE shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

B) Claims Arising from Sole Acts or Omissions of Contractor

VCOE hereby agrees to indemnify and defend County, its agents, officers, and employees from any claim, action or proceeding against County, arising solely out of the acts or omissions of VCOE in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve VCOE of any obligation imposed by this Agreement. County shall notify VCOE promptly of any claim, action or proceeding and cooperate fully in the defense.

C) Claims Arising from Concurrent Acts or Omissions

County hereby agrees to defend itself, and VCOE hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and VCOE. In such cases, County and VCOE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph E) below.

D) Joint Defense

Notwithstanding paragraph C) above, in cases where County and VCOE agree in writing to a joint defense, County and VCOE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of County and VCOE. Joint defense counsel shall be selected by mutual agreement of County and VCOE. County and VCOE agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph E below. County and VCOE further agree that neither party may bind the other to a settlement agreement without the written consent of both County and VCOE.

E) Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and VCOE may seek reimbursement and/or reallocation of defense costs, settlement payments and awards, consistent with such comparative fault.

9. INSURANCE PROVISIONS

A) Contractor is self-insured and will provide a certificate of self-insurance to County.

B) County is self-insured and will provide a certificate of self-insurance to Contractor.

10. NON-DISCRIMINATION

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. SUBSTITUTION

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County. Any substitution will be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by the Ventura County Probation Agency.

14. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY:
COUNTY OF VENTURA
EDUCATION
PROBATION AGENCY
800 SOUTH VICTORIA AVENUE
PTDF, 2ND FLOOR
VENTURA, CALIFORNIA 93009-1080
INTERNAL BUSINESS
ATTN: CONTRACT MANAGER

TO CONTRACTOR:
VENTURA COUNTY OFFICE OF
5189 VERDUGO WAY
CAMARRILLO, CA 93012
(805) 383-1902
ATTN: EXECUTIVE DIRECTOR OF

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in

accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

19. ORDER OF PRECEDENCE

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties

20. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

22. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

21. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

22. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition

23. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

Contractor will not use or disclose protected health information other than as permitted or required by the Agreement or as required by law. For the purposes of this section, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.

A) Permitted Uses and Disclosures

Contractor may use or disclose protected health information only as follows: (1) for the proper management and administration of SERVICES provided by Contractor or to carry out the legal responsibilities of Contractor and (2) to provide data aggregation services to Agency. Contractor will document any disclosures of protected health information not permitted by law.

B) Safeguarding Protected Health Information

Contractor will use appropriate safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom it provides protected health information received from or created or received by Contractor on behalf of Agency agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information. Contractor will report to Agency any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware and will, to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of protected health information in breach of the requirements of this Agreement. At the termination of the contract, Contractor will return or destroy all protected health information received from, or created or received by, Contractor on behalf of Agency and retain no copies of such information.

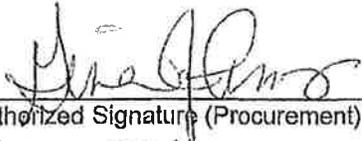
C) Persons or Entities Allowed Access to Records

Except as otherwise prohibited by law, Contractor will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information to receive an accounting of any disclosures of protected health information and to receive an accounting of any disclosures of protected health information by Contractor occurring six years prior to the date on which the accounting is requested. Contractor will make protected health information available to Agency for inspection, amendment and copying. Contractor will make its internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary U.S. Department of Health and Human Services, for purposes of determining Contractor compliance with this provision.

- Signature Page to Follow -

COUNTY OF VENTURA

CONTRACTOR*



Authorized Signature (Procurement)

Gina Johnson

Printed Name

Interim Chief Probation Officer

Title

4/6/23

Date



Authorized Signature

DR. CESAR MORALES

Printed Name

COUNTY SUPERINTENDENT OF SCHOOLS

Title

4/14/23

Date

Tax Identification Number

CONTRACTOR*



Authorized Signature

Lisa Cline

Printed Name

Executive Director

Title

4-3-23

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A"

To that contract with the effective date of March 14, 2023, between the County of Ventura (County) and Ventura County Office of Education (Contractor).

Headings below are for convenience of reference and not for legal interpretation.

I. PROGRAM OBJECTIVES

VCPA desires to contract with Contractor for vocational services for male and female youth (under 18) and transitional aged youth (TAY) (ages 18-24) who have completed high school and are in custody at the Ventura County Juvenile Facilities.

II. CONTRACTOR RESPONSIBILITIES

A. Vocational Services

Contractor will provide for the following services for TAY in the juvenile facilities.

1. Career Technical Education
 - a. Career Exploration (2 Hours per week)
 - b. Workplace Essentials (2 Hours per week)
 - c. Transportation/ Automotive Engine Repair (3 Hours per week)
 - d. Agriculture/ Natural Resources (6 hours per week)
2. Services will be provided in the juvenile facility.
3. Contractor will support the Agency's mission, corrections staff, and the implementation of facility rules.
4. Contractor will immediately notify VCPA administration of any reported inappropriate behavior from any facility staff members, volunteers, contracted providers, etc.
5. Services will be provided in a manner that promotes cultural and ethnic responsibility.
6. Unless otherwise agreed to by Contractor and County, Contractor will purchase all equipment and materials required for its services, subject to limitations in V. C. below.

B. Dates and Times of Services

1. **Programming Schedule:** Contractor, in collaboration with County, will develop a schedule for Career Technical Education to provide approximately 600 hours of instruction annually. The 600 hours of instruction may be scheduled for a duration of up to 46 weeks.
2. **Hours Per Week:** The parties plan on the services provided for 13 hours per week for 46 weeks, subject to operations in the juvenile facility. This schedule may be adjusted by mutual consent of the parties.

C. Staffing

1. Instructor Staffing: The schedule in B.1 above, will be subject to availability of qualified Instructors. Contractor will make reasonable efforts to fill positions in support of course needs and with instructors specified in the schedule. County will hold Contractor harmless for Contractor's inability to provide Instructor(s) as specified. County is only obligated to pay for instructors who actually perform services under this agreement.

2. Substitute Instructors: VCOE shall make all reasonable efforts to fill positions in support of course needs and with instructors as specified in the schedule, and the County shall hold harmless VCOE for inability to provide Instructor(s) as specified. All substitute teachers shall have a background investigation conducted as described in section III below.

3. Cancelled Training: It is recognized that the terms of this contract shall have been deemed fulfilled in the event the scheduled class may be canceled by County.

C. Data Collection and Reporting

1. Monthly Reports: Contractor will provide monthly reports to Probation with the minimum following information:

- a. Number of referrals
- b. Number and names/PN# of active clients
- c. Number and names/PN# of participants who complete each program
- d. Types of offense
- e. Demographics (ethnicity/gender/age, etc.)
- f. Other data requested by Probation, or a funding organization.

2. Annual Report: This will be a summary of the Monthly Reports and will include reporting on outcomes. This report will include a Power Point presentation of quality to report to the Board of Supervisors or other outside organizations.

D. Diligent and Professional Manner: Contractor and its employees must conduct all services, duties and work in a diligent and professional manner. Contractor must require all of its employees who provide services under this Contract to become familiar with and adhere to all applicable VCPA and Ventura County policies and procedures.

E. No Subcontracting Without Written County Consent: Contractor may not subcontract services under this contract to any other person or entity without prior written consent of County. If County grants such consent, any subcontractor may be subject to Pre-Employment Background Investigations as described below. Any compensation to Contractor may be proportionately reduced or prorated for any delay in services due to subcontractor's personnel failing or being delayed because of Background Investigation.

III. PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

Contractor Conducted Background: "Contractor must conduct pre-employment background investigations upon all of its employees who will provide services under this Contract. This shall be binding on any subcontractors used by Contractor for the provision of services. Such background will include, as a minimum, fingerprinting (LiveScan), drug-screening, and a review of California Department of Justice (DOJ), Federal Bureau of Investigations (FBI) and Department of Motor Vehicle (DMV) records. If Contractor's background investigation on any employee finds that employee has suffered a misdemeanor or felony conviction, or more

than three (3) traffic infractions within the past three (3) years, Contractor must disclose the findings to and discuss the findings with the assigned VCPA Division Manager. All such findings will require review by the VCPA Chief Deputy overseeing the program or contract to determine if any VCPA disqualifiers are present. Contractor must require all employees to advise VCPA management of any subsequent arrest. Contractor's management must immediately provide this information to the overseeing VCPA Chief Deputy, who will determine the appropriate action, if any. The overseeing Chief Deputy will have the final discretion in determining the suitability of Contractor's employees for participation in this program."

IV. COUNTY RESPONSIBILITIES

A. Workspace

1. County will provide workspace, office space and a location for gardening in the juvenile facilities for the instructors to teach.
2. County will provide (paper, copiers, computers).

B. Policies: County will make available to Contractor any relevant policies to enable Contractor's performance under this contract. County will keep Contractor informed of any policy changes regarding this contract.

C. Points of Contact (POC): The POC for this contract is Juvenile Facilities Division Manager or their authorized representative. If necessary to execute this contract, the POC will coordinate with Contractor and County Information Technology (IT) and fiscal personnel.

D. Referrals: County will assess clients and, if applicable, refer them to the programs administered by Contractor under this contract.

E. Grievance Procedures: Any questions or grievances by Contractor will be directed to the POC defined above. Any questions or grievances by County will be directed to management of Contractor. Nothing in this contract prevents County employees, in the performance of their duties, from denying Contractor's employees access to County facilities or clients for any reason.

V. COMPENSATION SCHEDULE

A. Annual Rates:

- Career/Workplace Teacher (.6 FTE) \$40,000/year
- Transportation Teacher (.6 FTE) \$40,000/year
- Agriculture Teacher (.6 FTE) \$40,000/year
- Counselor (.5 FTE) \$68,000/ year
- Program Administrator (.5 FTE) \$110,000/ year

If services rendered are less than a full hour, payment will be prorated to the nearest hour (rounded up).

B. Travel Expenses: Will be in accordance with County policy and will be based on the current IRS mileage rate, not to exceed \$2,400 per year.

C. Equipment & Materials Expenses: County will reimburse Contractor for equipment and materials purchased by Contractor, not to exceed \$25,000 per year. County, in its discretion, may elect to purchase equipment and materials directly.

D. Administrative Expenses: Based upon 9% of the contract price, not to exceed \$29,286 per year. These Administrative Expenses will be proportionally included in the quarterly billing.

E. Maximum Contract Dollar Amount: The maximum cost charged to County must NOT exceed \$354,686 per year.

These rates based upon Budget submitted by Contractor.

F. Invoicing: Contract will quarterly invoice County for actual expenses and services provided.

G. Payment Schedule: The following timelines are for billing and invoicing:

Thirty (30) Days: Contractor will be paid after receipt by County of Contractor's monthly invoice.

If for any reason funds will not be available to finance this position or contract, County will notify Contractor within 72 hours of discovery.

VI. BOOKS AND RECORDS

A. Maintenance and Security of Documents & Records: Contractor must maintain adequate fiscal and project books, records, documents, and other evidence related to Contractor's work on the project in accordance with generally accepted accounting principles. Contractor must maintain adequate supporting documentation so as to permit tracing transactions from the supporting documentation to the financial reports and billings. All records, books, and documents pertaining to this contract ("Confidential Data") must be considered, labeled, and treated as confidential. Contractor must use due diligence to limit access of Confidential Information to only people who have a need to know in order to do their jobs under this contract. Contractor may not disclose, publish, nor allow access to Confidential Data without prior written consent of VCPA Director, except where required by law. If Contractor is required by law or court order to disclose or release Confidential Data, Contractor must give VCPA Director (or in absence any available Chief Deputy) written or e-mail notice within 72 hours of discovery of demand or request, not including weekends, prior to release or disclosure and will provide name and contact information of the entity requesting or demanding Confidential Information.

B. Duration of Record Retention: Contractor must maintain all records for a minimum of three (3) years after the date of completion of this contract, or as specified by a relevant grant originator, or by law, or until the final audit, whichever is later.

C. Auditing and Access to Documents: Contractor must make all records and documents available to County, Ventura County Auditor and any relevant State, Federal or grant funding entities for inspection, monitoring and auditing purposes. Contractor must give at least 72 hours prior notice to VCPA if any entity requests inspection, monitoring, or audit.

D. Audit Support: In the case that County is audited regarding this contract, Contractor must provide suitable facilities for access, monitoring, inspection, and copying of all records regarding this contract. Contractor must cooperate with County to obtain other supporting documents and information (including electronic) as required.

E. Status of Data and Work Product: Any data, information, research, summary, and work product developed by Contractor under this agreement is considered "work for hire" and is the sole property of County. Contractor may not publish, release, or otherwise use said "work for hire" without the prior written permission of VCPA Director, except as required by law. Contractor may not make reference to this County agreement or use the

likeness of Probation Agency officers and employees, on websites, advertising, or other uses without prior written permission from the Director of VCPA.

VII. TERM

Beginning Date: March 14, 2023

Ending Date: June 30, 2024

Extensions: This contract may be extended for up to three (3) additional one-year periods, to run with the fiscal year, upon written mutual consent of the parties.