

COUNTY OF VENTURA CONTRACT NUMBER # [REDACTED]

CONTRACT

This Contract entered into this 1st day of January 2024 by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and **Una Vida Esta Vida** hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing 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 affect 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, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. **INSURANCE PROVISIONS**

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

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 Purchasing Agent. 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
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR:

Una Vida Esta Vida, dba The Spencer House
2448 Sherwood Drive
Ventura, CA 93001-2456
(805) 403-1615
Attn: Rebecca Reindl

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of 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. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. Probation RFQ# 2023-01;
3. Contractor's proposal dated 2023.

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.

23. **COMPLIANCE WITH LAWS**

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

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

25. **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 formation 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 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.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature (Procurement)

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

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 contract # _____ with the effective date of January 1, 2024, between the County of Ventura (County) and **Una Vida Esta Vida**, (Contractor).

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

PURPOSE

Ventura County Probation Agency desires to contract to provide residential sober living services for adults under community supervision. Contractor possesses multiple housing units that provide sober living services for adult men and women. This contract is subject to receipt of all future necessary budgetary approvals by County, Ventura County Community Corrections Partnership, and Ventura County Board of Supervisors.

I. CONTRACTOR RESPONSIBILITIES

A. Services Provided by Contractor: Contractor will provide the following services.

1. Beds: Contractor will designate 20 beds located across its sober living residences with prioritized availability for adult (18 and older) Probation clients. County will pay for its adult clients for up to 90 days. Thereafter, clients are expected to be self-supporting and have income from employment or General Relief to pay for their own fees if they choose to remain at Contractor's residences. The 20 reserved beds will be allocated as described below.

a. Male Beds: Contractor will provide up to 15 beds for adult male Probation clients.

b. Female Beds: Contractor will provide up to 5 beds for adult female Probation clients.

The number of beds assigned to Male and Female above are estimated and may be adjusted based upon client needs and bed availability.

2. Rooms: Most beds will be located in shared rooms. All provided rooms will be furnished by Contractor.

3. Oversight: Contractor will provide structured oversight of residence attendance, enforcement of curfew, house responsibilities, etc.

4. Drug Testing: Contractor will conduct drug testing weekly for the first 30 days, then every two weeks or as needed.

5. Food/Meals: Contractor has existing relationships with outside organizations to donate food based upon availability, however, meals will be the responsibility of the clients.

6. Laundry: Contractor will provide onsite, do-it-yourself, laundry without charge to clients. Clients must purchase their own detergent and related laundry products.

7. Transportation: Contractor will provide transportation to medical, mental health and substance treatment appointments, job interviews, court dates, legal meetings, and Probation appointments, when available.

8. Support Services: When capabilities are available, Contractor will provide job counseling, resume building, job placement, legal assistance support, and goal coaching services to support clients' recovery. Contractor will refer clients to outsourced medical, mental health, addiction recovery, and other programs as needed.

9. Interviews: Contractor will conduct Intake Interviews with all clients to assess their needs and goals. Upon clients' release, Contractor will conduct Exit Interviews to assess effectiveness and outcomes of programs.

10. Cultural Relevance: To ensure that the program achieves its goals, the program will implement culturally relevant methods that include the use of bicultural and bilingual communication methods, continued monitoring of and reflection on whether the program is culturally responsive to communities identified as overrepresented in our juvenile justice system, and willingness to adapt the program when changes are needed. Contractor will provide services in both English and Spanish and ensure that communication with clients and families is done in an inclusive way that respects literacy and language.

B. Data Collection and Reporting

1. General Reporting: Contractor will have regular and ongoing communication with the assigned Deputy Probation Officer (DPO) for clients residing in Contractor's facilities. Contractor will notify Probation within 24 hours of any client discharge, removal from the program, or failure to return to the program.

a. Contractor has a client tracking software where County can check each client's current status and progress. This system can notify via e-mail Probation of updated status, including termination of residency.

2. 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. Demographics (ethnicity/gender/age, etc.)
- d. Discharge Rates
- e. Reasons for Discharges
- f. Client Progress
- g. Type of Services Provided
- h. Other data requested by Probation, or funding organizations.

3. 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 Community Corrections Partnership (CCP) or other agencies.

C. 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.

D. 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.

II. COUNTY RESPONSIBILITIES

A. 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.

B. Points of Contact (POC): The POC for this contract is Adult 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.

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

D. 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.

III. COMPENSATION SCHEDULE

Contractor will provide beds for adult (18 and above) Probation clients at the following rates:

Males: \$50 per bed per day

Females: \$50 per bed per day

Subject to the following sentences, County will only pay for beds actually occupied and used for its clients while they are admitted and occupying Contractor's residences. If a client withdraws or drops from the program, County may refer another client to take the place of the dropped client. If Probation does not refer a replacement client within 96 hours, County will pay for the empty bed for a period no longer than five (5) days.

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

Maximum Contract Dollar Amount: The maximum cost charged to County must NOT exceed **\$180,000** during the initial Term from January 1, 2024 to June 30, 2024. In the event that this contract is extended after June 30, 2024 and during Extension periods, the maximum cost charged to County must NOT exceed **\$360,000** per fiscal year.

These rates based upon Budget submitted by Contractor.

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

Ten (10) Days: Contractor must bill County after the end of each month.

Ten (10) Days: Contractor must bill County, following termination of contract, by end of term or any other reason.

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

County is not required to pay any invoices that are not submitted within the deadlines above. If services provided by Contractor are less than under the terms and conditions of this contract, County may elect to terminate this contract or the compensation to Contractor may be proportionately reduced to reflect the actual services provided, in the sole discretion of County.

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

IV. 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.

V. TERM

Beginning Date: January 1, 2024

Ending Date: June 30, 2024

Extensions: This contract may be extended for up to four (4) additional one-year periods, to run with each fiscal year, upon written mutual consent of the parties.