

C O N T R A C T

This Contract entered into this 23rd day of January, 2024 by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and **Big Brothers Big Sisters of Ventura County, Incorporated**, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance 4084, the Purchasing Agent of the County has the authority to engage independent contractor to perform services for the County, with or without the furnishing of material; and

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 obligations 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 Purchasing Agent 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, each 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 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:

<u>To County</u>	<u>To Contractor</u>
County of Ventura	Big Brothers/Big Sisters of Ventura
County	
Probation Agency	2435 Ventura Blvd., Unit A
Pre-Trial Detention Facility, L-3210	Camarillo, CA 93010
800 South Victoria Avenue	(805) 365-5216
Ventura, CA 93009-1080	
Attn: Contract Administrator	

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.

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 information other than as provided for by this Agreement, including ensuring that any agent, including any sub Contractor, 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 their 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's compliance with this provision.

COUNTY OF VENTURA

CONTRACTOR\*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

\* 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 23, 2024, between the County of Ventura (County), and **Big Brothers Big Sisters of Ventura County, Incorporated** (Contractor).

Headings below are for convenience of reference only and do not affect the meaning of any other language in this Contract.

**Purpose:** Contractor to provide three Evening Reporting Centers for at-risk youth (community referrals) and youth under Ventura County Probation Agency (VCPA) supervision or referred by VCPA.

### **CONTRACTOR RESPONSIBILITIES**

Contractor will provide Evening Reporting Center (ERC) services at three locations, which will include the following:

1. Referrals- Youth may be referred to contractor by both community entities and the VCPA. Youth will be assigned to a case manager who will complete an intake with the youth within two weeks of receipt of the referral. Referred youth will be assessed with an Adverse Childhood Experience Study (ACES) approach to ascertain the level of trauma the youth has experienced and what services the youth both needs and wants.

2. If a youth wants to be matched with a mentor, the Case Manager will follow the standards and procedures of BBSVC and find an appropriate volunteer to be matched with the youth.

3. If a youth declines to be matched with a mentor, they can attend the programs at the site on an ongoing basis and individualized weekly meetings will be held between the youth and the BBSVC Case Manager to discuss progress towards goals.

4. All referred youth will be part of the larger program run by Contractor and integrated into all daily activities.

5. Activities will include:

a) Snack time upon arrival

b) Some form of exercise

c) Homework time

d) Small group classes on healthy eating, life skills, financial planning, gardening, careers, and other activities will promote opportunities for creativity, recreation, job skills, and a broadening of their horizons as they plan for a successful future.

e) Youth remaining past 5:00 pm will help prepare and eat dinner, if the ERC has a designated kitchen. However, if there is not a designated kitchen at the ERC site to prepare warm meals, the contractor will make alternative arrangements to ensure youth are provided with dinner.

f) Enrichment activities, field trips, college tours, and other excursions will be planned for youth to participate, depending on interest of the youth.

6. All youth will have an Individualized Youth Development Plan, which will be created within 30 days upon receipt of the referral and noted in the online Agency Information System. Case Management will include updating progress on goals set, skills attained, and changed attitudes towards risky behavior.

7. A progress status report will be shared with the Probation Officer assigned to the youth on a monthly basis or earlier as needed.

8. **Hours of Operation:** Will be 3:00 pm – 8:00 pm Monday – Friday, excluding observed holidays.

9. **Drop off Youth:** Law enforcement may drop off youth, during hours of operation above, in lieu of arrest or detention. Drop off sites are limited to Simi Valley and Ventura.

10. **Transportation:** Contractor will provide transportation to and from the ERC locations for youth as needed using Contractor's vehicle(s). Transportation is generally limited to youth attending the Simi Valley or Ventura ERCs.

11. **Case Management:** A case manager will track progress of each youth, co-create a personalized plan for 30-45 days, and will report their progress and attendance/non-attendance results to VCPA.

12. **Educational Support:** Contractor will provide general tutoring in school subjects, including but not limited to, reading, math, and science. Provide instruction in study methods, study habits, and learning problems.

13. **Activities and Training:** Contractor will provide highly structured and well-supervised group activities that promote pro-social opportunities, creativity, and building social skills with arts, education, health, recreation, youth recognition, and community service through volunteer opportunities.

14. **Job Skills/Placement:** Contractor will provide training on job skills, interview skills and preparation, and being a good employee.

15. **Locations:** Contractor will provide ERC services at three locations, the Simi Valley Location and the Camarillo Location, and the Ventura location as described below.

15.a. **Simi Valley Location:** Contractor will provide full ERC services at the following location.

2003 Royal Avenue  
Simi Valley, 93065

15.b. **Camarillo Location:** Contractor will provide limited ERC services at the following address.

2435 Ventura Blvd, Unit A  
Camarillo, CA 93010

Contractor does not provide full ERC services at its Camarillo location, however, Probation referred youth may complete community services hours.

15.c. **Ventura Location:** Contractor will provide full ERC services at the following address.

Pacific View Mall  
3301 E Main Street, 2<sup>nd</sup> floor  
Ventura, CA 93003

**Diligent and Professional Manner:** Contractor must conduct all services, duties, and work in a diligent and professional manner.

**Reports and Deliverables:** Contractor will provide the following reports to County (Probation).

(1) **Quarterly Reports:** In addition to the monthly invoicing documentation, Contractor will deliver a quarterly report that summarizes the following:

a. Number of referrals from County (Probation) and the community (schools, families, other organizations)

b. Number of Probation youth obtaining services

- c. Types of services each Probation youth participates in
- d. Trending data on type of service usage and numbers over the previous three months.
- e. Discharge rates and reason for discharge
- f. Retention data
- g. Outreach efforts

**(2) Annual Report:** Before June 30<sup>th</sup> of each year, Contractor will deliver to County an annual report, which summarizes the Quarterly Reports in a format to be determined by County.

These reports may be adjusted by County to have Contractor capture other relevant data as needed. Contractor must also include in the report any information required under any law, governing body or grant as needed.

**Outreach:** Contractor will conduct outreach to schools, local law enforcement, community events and families to offer services to youth who are at risk of gang involvement, truancy, delinquency or potential involvement with law enforcement.

**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 sub-contractor 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 sub-contractors' personnel failing or being delayed because of any Background Investigation.

#### **PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS**

**Contractor Conducted Background Investigations:** 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 sub-contractor 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' 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' 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' employees for participation in this program.

#### **COUNTY RESPONSIBILITIES**

**Policies:** County must make available to Contractor any relevant policies to enable Contractor' performance under this contract. County must keep Contractor informed of any policy changes affecting Contractor' performance under this contract.

**Points of Contact (POC):** The POC for this contract is VCPA's Juvenile Field Services Division Manager. If necessary to perform under this contract, the POC will coordinate with Contractor and County Information Technology (IT) and fiscal personnel.

**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' employees access to County facilities or clients for any reason.

**Referrals:** County will refer appropriate youth to the ERC and prescribe a minimum number of days to participate.

### **COMPENSATION SCHEDULE**

**Sliding Scale Rate:** Contractor will be compensated on a sliding scale rate schedule for services based upon geographical needs and the number of youth in the program.

County will assess the number of youth participating in the programs under this contract on a monthly basis.

The amount of the contract will be proportionately adjusted based upon average number of community referred and probation youth participating in the programs during the previous month. The Sliding Scale applies to the youth population of the combined service locations. The adjustments to the Sliding Scale based upon the previous month's average population will be applied as follows:

Tier 1	54 Youth and Above	\$32,600.50/month
Tier 2	30-53 Youth	\$26,080.40/month
Tier 3	20-29 Youth	\$22,168.34/month
Tier 4	Less Than 20 Youth	\$16,300.25/month

**Maximum Contract Dollar Amount:** The maximum cost charged to County in the Initial Term must NOT exceed: **\$154,850** for the Term beginning January 23, 2024 to June 30, 2024. After June 30, 2024 and during Extension periods, the maximum cost charged to County must NOT exceed **\$391,206** per fiscal year.

**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 by County after receipt of Contractor's monthly invoice.

This is a cost reimbursement contract whereby Contractor is paid in arrears for costs incurred and paid. 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.

### **BOOKS AND RECORDS**

**Maintenance and Security of Documents & Records:** Contractor must maintain adequate fiscal and project books, records, documents, and other evidence related to Contractor' 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 Chief Probation Officer (CPO)/Director (or in CPO/Director's 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.

**Duration of Record Retention:** Contractor must maintain all records for a minimum of three 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.

**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.

**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.

**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 CPO/Director, except as required by law. Contractor may not make reference to this County agreement, or use the likeness of VCPA officers and employees, on websites, advertising, or other uses without prior written permission from the CPO/Director of VCPA

## **TERM**

**Beginning Date:** January 23, 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.