

C O N T R A C T

This Contract entered into this 4th day of October, 2016, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Interface Children & Family Services, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing expert services hereinafter described: "Contract Services."

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 hereto.

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.

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**

This Contract will be in effect from July 1, 2016, through June 30, 2018 on the terms and conditions set forth herein.

Continuation of the Contract is subject to the award of funds relating to the XC grant by the California Office of Emergency Services. If funds to effect such continued payment are not appropriated, County may terminate this Contract as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation therefor.

Contractor acknowledges that it is the policy of the Ventura County Board of Supervisors that, upon termination of the XC grant funding this contract, the County will not be obligated to continue to provide funding nor will it absorb any costs related to this program or contract. The County assumes no obligation to continue funding any costs associated with a grant upon termination of the grant and/or loss of funding, and Contractor agrees to hold County harmless in such an event.

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 subject to all 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. **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.

8. **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) 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.
 - 2) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- 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) 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.
- E) 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.
- F) 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. 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.

9. **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 insure 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. NOTICES

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

TO COUNTY:

Michael Jump
District Attorney's Office
County of Ventura
800 South Victoria Avenue
Ventura, California 93003

TO CONTRACTOR:

INTERFACE CHILDREN & FAMILY SERVICES
1305 Del Norte Road
CAMARILLO, CA. 93010

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.

15. INVOICES

Contractor shall submit their billing statements no later than the 20th day of the month following the month service was rendered. All billing statements shall be directed to:

Barbara Dixon
District Attorney's Office
County of Ventura
646 County Square Drive, Suite 300
Ventura, California 93003

16. 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.

17. **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.

18. **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.

19. **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.

20. **COMPLIANCE WITH LAWS**

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

21. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

AuthorizedSignature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

EXHIBIT "A"

TO AGREEMENT BETWEEN COUNTY OF VENTURA (COUNTY) AND INTERFACE CHILDREN & FAMILY SERVICES (CONTRACTOR)

PROGRAM DESCRIPTION XC GRANT SERVICES

XC Grant Services:

CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws, regulations, and individual client treatment plans, which are incorporated herein by this reference.

XC funding will allow for the development of a comprehensive, client-centered service delivery model for human trafficking victims by providing a Coordinator position with Interface Children & Family Services which will coordinate services for human trafficking victims across systems to meet the individual victim's needs. This will provide survivors with access to basic and immediate needs such as shelter, food, clothing, emergency transportation, medical services, and emergency restraining orders. The Coordinator will serve as the initial point of contact for identified adult trafficking survivors in Ventura County and work across systems to activate the appropriate level of response in order to address their unique needs.

- A. CONTRACTOR will assign a Director of Family Violence Intervention Services and dedicate 128 hours per year for two years to the service of human trafficking victims and partner with the Ventura County Coalition Against Human Trafficking Taskforce (VCCAHT).
- B. CONTRACTOR will assign a full-time Services Coordinator and dedicate 2080 hours per year for two years to provide services to human trafficking victims and coordinate services across systems.
- C. CONTRACTOR will assign an Office Assistant II and dedicate 260 hours per year for two years to provide support to the Services Coordinator and Director of Family Violence Intervention Services.
- D. CONTRACTOR will assign a Client Database Coordinator and dedicate 104 hours per year for two years to provide record maintenance and support reporting requirements.
- E. CONTRACTOR will assign On Call Crisis Responders to respond to after-hours human trafficking related calls, up to 374 hours per year for two years.

- F. CONTRACTOR will provide 1124 volunteer hours to assist with coordinating services, participate with task force activities, provide community outreach, training, and capacity building through the local human trafficking coalition.
- G. CONTRACTOR shall develop, print, and distribute promotional materials such as brochures and hotline cards.
- H. CONTRACTOR shall host two forty-hour human trafficking case worker training sessions for project staff, volunteers and other partners in the effort to end human trafficking.
- I. CONTRACTOR is responsible for providing office space, telecommunications, IT support, office supplies, printing and postage, insurance, and furniture for its employees, contractors, and volunteers assigned to human trafficking services supported by the XC grant.
- J. CONTRACTOR will assist victims of human trafficking in the form of hotel vouchers, bus passes, train tickets, food, clothing, phones and other necessities as available.
- K. CONTRACTOR shall have in place written procedures for maintaining the confidentiality of client records and other protected health information that meet both State and Federal privacy and confidentiality regulations.
- L. Services provided by CONTRACTOR through this agreement will be funded through the Cal OES XC grant. CONTRACTOR agrees to provide matching funding in the amount of \$23,000 annually. Matching funding includes, but is not limited to, salaries, benefits, supplies, office space, volunteer hours, and equipment purchases.
- M. CONTRACTOR shall comply with single audit requirements.
- N. CONTRACTOR shall ensure adherence to and fulfill all data reporting associated with the XC grant and otherwise proscribed by COUNTY.
- O. CONTRACTOR shall participate in meetings or other collaborative activities, to ensure coordination of prevention, early intervention and/or treatment services provided to victims of human trafficking in Ventura County. This collaboration may include regularly scheduled meetings, mutual outreach activities, presentations and educational initiatives.
- P. CONTRACTOR shall administer and complete data entry of the mandatory performance measures or any other measures or data as requested by COUNTY. COUNTY shall provide CONTRACTOR with assistance in establishing necessary system for data collection. CONTRACTOR may petition the COUNTY to accept alternative performance measures. The CONTRACTOR is responsible for the mandatory measures until written acceptance of the proposed alternative measures from the DISTRICT ATTORNEY or designee has been received.

- Q. CONTRACTOR shall submit total number of units provided to clients referred through this Contract by service and submit to COUNTY on a monthly basis along with their invoice.
- R. COUNTY and CONTRACTOR agree to meet related to this Agreement, including but not limited to on an ongoing basis to negotiate any concerns regarding treatment coordination, service utilization and outcomes, documentation and reporting requirements.
- S. CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws, regulations, and individual client treatment plans, which is incorporated herein by this reference.

EXHIBIT “B”

PAYMENT TERMS

- A. In consideration of the services specified in EXHIBIT “A” PROGRAM DESCRIPTION, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR monthly, in arrears, for approved services approved by Cal OES via the approved XC grant application provided hereunder to District Attorney at the agreed upon provisional rates below.
- B. CONTRACTOR shall bill the County within twenty (20) days following the end of each month, unless this Contract is terminated earlier according to provisions set elsewhere. If terminated earlier, the bill shall be within twenty (20) days following termination. CONTRACTOR shall be paid within thirty (30) days of submission of an invoice. CONTRACTOR shall maintain a record of all approved activities billed during the billing period, and all financial/ services records in accordance with generally accepted accounting principles which clearly support and reflect the time, or type of services for which payment is claimed and in compliance with all federal, state, and county record maintenance requirements be submitted with the bill. These records shall be submitted to the unit SCPO along with the monthly Invoice.

Description of Services	Total Ventura County Service Units	Contract Amount Reimbursed	Cal OES Required Cash Match	TOTAL PROJECT COST
Director of Family Violence Intervention Services .06 FTE	128.15 hours/annually (\$35.88/hour)	\$8,422	\$774	\$9,196
Services Coordinator 1 FTE	2080 hours/annually (\$20.00/hour)	\$83,200	\$0	\$83,200
Office Assistant .12 FTE	260 hours/annually (\$15.23/hour)	\$7,254	\$666	\$7,920
Database Coordinator .05 FTE	104 hours/annually (\$23.00/hour)	\$4,382	\$402	\$4,784
On Call Crisis Responders .18 FTE	375 hours/annually (\$15.00/hour)	\$10,302	\$948	\$11,250
Volunteers	562.25 hours/annually (\$21.00/hour)	\$0	\$23,614	\$23,614
Fringe Benefits (Rounded)	22% Full-time 11% Part-time	\$23,442	\$1,928	\$25,370
10% Indirect Cost	9.517% of \$148,918 = \$14,172 \$7086/annually	\$0	\$14,172	\$14,172
Rent	\$360,000/130	\$7,094	\$716	\$7,810

Description of Services	Total Ventura County Service Units	Contract Amount Reimbursed	Cal OES Required Cash Match	TOTAL PROJECT COST
	FTEs x 1.41 FTE =\$3905 annually			
Telecommunications (Phones, Electronic Devices, Internet)	\$78,000/100 FTEs x 1.41 FTE = \$1099 annually	\$1,996	\$202	\$2,198
Small Equipment	1 Laptop - \$1,400 2 Desktop Computers - \$3600	\$4,542	\$458	\$5,000
IT Support	\$100,000/130 FTEs x 1.41 FTE = \$1085 annually	\$1,972	\$198	\$2,170
Office Supplies	\$60,000/130 FTEs x 1.41 = \$651 annually	\$1,182	\$120	\$1,302
Lease Expense for computers, copiers and postage meter	\$50,000/130 FTEs x 1.41 FTE = \$542 annually	\$992	\$92	\$1,084
Repairs and Maintenance	\$50,000/130 FTEs x 1.41 FTE = \$542 annually	\$992	\$92	\$1,084
Printing and Postage	\$50,000/130 FTEs x 1.41 FTE = \$542 annually	\$992	\$92	\$1,084
Training Sessions - development and presentations	\$5000/annually	\$9,410	\$590	\$10,000
Tier Database Licenses	\$80/month x 12 months = \$960 annually	\$1,758	\$162	\$1,920
Marketing and Outreach	\$199.67/month = \$2396 annually	\$4,540	\$252	\$4,792
Client Assistance	\$2,167/annually	\$4,334	\$0	\$4,334
General Liability Insurance	\$47,000/130 FTEs x 1.41 FTE = \$509 annually	\$932	\$86	\$1,018
Audit	\$23,000/130 FTEs x 1.41 FTE = \$249 annually	\$456	\$42	\$498
Mileage	7,750 miles x \$.40/miles = \$3100	\$5,806	\$394	\$6,200

Description of Services	Total Ventura County Service Units	Contract Amount Reimbursed	Cal OES Required Cash Match	TOTAL PROJECT COST
	annually			
Total		\$184,000	\$46,000	\$230,000

- C. The maximum amount to be reimbursed for this Agreement shall not exceed **\$92,000 per fiscal year.** subject to the terms of this agreement, for the term beginning July 1, 2016, through June 30, 2018.

Anticipated Funding Sources:

Cal OES XC Grant	\$184,000
Cal OES Required Cash Match	<u>\$ 46,000</u>
Total	\$230,000

Payment for actual and allowable costs shall not exceed the amount as allocated and described above in accordance with this Agreement without written approval from the District Attorney.

- D. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to be accounting records to the financial reports and billings. These records shall be maintained for a minimum of three (3) years after the date of completion of this Contract of the final audit, whichever is later, and shall be subject to examination and audit by the State Auditor General.
- E. All CONTRACTOR records relevant to this Contract shall be preserved a minimum of three (3) years after the completion of contract activities or the final audit, whichever is later, and shall be subject at all responsible times to inspection, monitoring, copying and audit by county, state or federal government.

