



VENTURA COUNTY PROBATION AGENCY

800 S. VICTORIA AVE.

VENTURA, CA 93009-1080

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ# 2018-03

for

Commercial Sexual Exploitation of Children (CSEC) Mentoring & Case Management Services

Budgeted for \$50,000 per year

Fee for Service

Date Issued: May 18, 2018

Deadline for Written Questions: June 15, 2018 @ 3pm

Deadline for Submissions: June 22, 2018 @ 3pm

Estimated Start Work Date: Within 3 months of Applicant signing a valid contract with the County

I. INTRODUCTION

This is a Request for Qualifications (RFQ) to determine applicant's qualifications to provide Mentoring and Case Management Services for CSEC youth under Probation supervision, for the possibility of contracting with the Ventura County Probation Agency (VCPA).

The successful Applicant will be expected to work collaboratively with VCPA stakeholders and juvenile justice partners to enhance community and institutional programming to safely and most effectively service the CSEC youth population and increase public safety. Services should be designed to support youth who are supervised by the Ventura County Probation Agency.

II. OBJECTIVES

This CSEC program builds supportive relationships with high-risk youth, current victims, and recovering survivors ages 12-17. It aims to provide support and mentorship to youth who are at risk of being exploited and/or have a history of abusive and dysfunctional relationships related to CSEC. Mentors provide social and emotional support and focus on modeling wholesome relationships, encouraging a positive self-identity, teaching life skills, and introducing healthy choices.

III. REQUIREMENTS/SCOPE OF WORK

In addition, VCPA desires the following capabilities for these services:

A. 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.

B. Mentor CSEC Youth: Successful Applicant will mentor CSEC youth to provide social and emotional support and focus on modeling wholesome relationships, encouraging a positive self-identity, teaching life skills, and introducing healthy choices.

C. Coordinate with Other Agencies and Service Providers and Give Presentations to the Juvenile Justice Coordination Council

Applicants must be willing and able to make program presentations to the Juvenile Justice Coordination Council (JJCC) and other entities, as needed.

D. Performance Measures

Develop effective performance measures for services provided by Applicant as well as a self-evaluation of the program management. This may include surveys from the youth, and parents.

E. Background Investigations

Successful applicants and their employees must conduct background investigations on all of their employees working with VCPA youth and such background investigations must adhere to the following language:

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 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."

F. Billing/Invoicing Requirements

Funding for these services may come from various grants and sources. Applicants MUST be able to initiate specific billing codes for each line of funding. All billing must be based on fee for service per client, based upon caseload, broken down into a fully loaded hourly rate.

G. Data Reporting Requirements

Applicants must be able to accurately and timely track and report data on a monthly basis as part of the invoicing. Data metrics will include number of youth, type of services provided, youth progress, drop-out rates, reasons for drop out, relapse rates, behavior problems, and other data that may be required or useful under each funding source.

H. Confidentiality Requirements

Applicants must be able to keep all youth information secure and confidential. Applicants must follow rules and regulations for youth/client confidentiality.

I. Evidence-based Program Management

Applicants must have experience and ability to expertly manage evidence-based programs and practices.

J. Spanish and Other Languages

VCPA desires Applicants to have the ability to provide services in English and Spanish, either from direct providers or staff who can translate.

K. Hours Available: Hours must be flexible and based on the needs of youth. Suggested days/hours are daily, 3:00 p.m. to 9:00 p.m.

IV. APPLICATION PROCESS

A. Required Documents: All Applicants must submit copies of the following documents with their LOQs:

1. **Professional License(s):** Current professional license(s), for all staff possessing them, from the license awarding authority demonstrating the legal authority to provide these services, if required.
2. **Business License:** Include corporate or LLC filings with California Department of State, and/or local City business permits. Include any licenses for your facilities.
3. **Certificates of Insurance**
 - a. **Professional Liability:** (e.g., Medical Malpractice, etc., if applicable)
 - b. **General Liability**
 - c. **Worker's Compensation:** (if Applicant employs one or more people)
4. **IRS Form W-9:** Most current completed and filed W-9.
5. **IRS Form 990:** If your organization is a non-profit.

All documents must be current and valid.

VCPA reserves the right to **COMPLETELY DISQUALIFY** and eliminate from consideration any application that does not include these documents.

B. Letter of Qualification (LOQ): For consideration, Applicants must submit a written LOQ that describes the Applicant's professional qualifications and relevant experience in the format below:

1. **Cover Letter:** A cover letter, which shall be considered an integral part of the response, shall be signed by an individual(s) who is/are authorized to bind Applicant contractually. Must include the following information:
2. **Individual or Organization Profile/Experience:** Provide a brief company profile. Information provided shall include:

- a. Organization Chart: Name address, telephone number and e-mail for you and each of your providers.
- b. Organization History & Background: Include why Applicant is qualified to provide the services described in this RFQ.
- c. Previous Contracts: Include a brief resume of all similar projects your organization has performed in the past five (5) years both in the public and private sector. Include the following:
 - Client Name
 - Client Address, Points of Contact, Phone, E-mails
 - Project Description/Services Provided
 - Number of People Served
 - Outcomes/Results
- d. Experience Coordinating with Other Organizations: Describe your organization's experience in making presentations to and coordinating with other organizations.

3. Employee Information

- a. Employees: Number of employees, including independent contractors and sub-contractors, both locally and nationally.
- b. Staff Qualifications and Availability: LOQs are to include information specifically on those persons actually performing work on the project including:
 1. staff hourly rate and percentage of involvement for each person,
 2. educational background,
 3. experience and professional resumes,
 4. technical expertise,
 5. any professional licenses with the issuing authority,
 6. language capabilities, other than English
- c. Sub-contractors: If you plan to sub-contract work, you must indicate the name and address of each firms and the type of work, or tasks, it will perform. Identify the personnel to be assigned along with the information in b. above.

Note: Staff, including independent contractors and sub-contractors, may be subjected to background investigation, which may review records from California

Department of Justice, Federal Bureau of Investigation, Department of Motor Vehicles, and other agencies. If such investigation reveals disqualifying information regarding a staff member, the County, in its sole discretion, may restrict that staff member from access to County buildings, youth, and youth's records.

4. **Plan and Approach:** This section shall serve to provide the County with key elements and unique features of your LOQ. The subsections are suggestions and not required.

- a. Case Management: Include a description of any software used or methodology.
- b. Group Classes: Size & type
- c. Individualized Services: Types and capabilities
- d. Family Services: Describe outreach to family
- e. Capacity and Availability: Number of youth you are able to serve per week. Include times during the day or evening showing availability for providing services.
- f. Staff to youth ratio.
- g. Languages: Ability to provide services in Spanish and other languages.
- h. Collaboration abilities with other agencies and service providers: Schools, families, law enforcement, social workers, medical professionals, etc.
 - Approach to the project
 - Guiding philosophy
 - Schedule of Milestones
 - Techniques for operating the project
 - Special features that set your program apart from others
- i. Data Collection & Reporting: Describe types and frequency of data you will collect and results you will report.

5. **Financial Information:**

- a. Budget History: Proposal should include a brief description of how you or your organization has adhered to budget and schedule constraints for similar projects in the past.
- b. Dun and Bradstreet number: If you have one.
- c. Current Financial Statement or Annual Report.

- d. Applicants shall make a definitive statement regarding their financial ability to perform the requirements hereunder.
- e. Budget/Compensation for Services: The LOQ should contain all pricing information relative to performing the services described in this RFQ. Cost of service must be broken down as a fee for service, preferably in ***an hourly rate per youth, per instructor or per session.***
- f. Identify a proposed budget and schedule with the work hours of key personnel, hourly rates, estimates for materials and other resources, and the schedule for the work.
- g. Pricing shall include everything necessary for completion and fulfillment of the agreement. All costs and the calculation of fees for every service must be detailed in a budget worksheet. No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.
- h. **No Fixed Assets or Equipment**: VCPA does NOT pay or reimburse vendors for purchases of fixed assets and equipment. DO NOT include these costs in your budget.

8. Disclosures

- a. Suspension, Debarment, Corporation Active Status Designation
In order to submit a Proposal, Applicants must not be listed as an ineligible person on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities from federal programs or the California Department of Health Care Services Suspended and Ineligible Provider List for Medi-Cal program services. VCPA plans to use the following links to identify individuals and entities that are not eligible to contract with VCPA:

<http://exclusions.oig.hhs.gov/>

and

<http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>.

Applicants registered with the California Secretary of State as a corporation, limited liability company, or limited partnership must have an active status designation on the California Secretary of State Business Entities Search website. VCPA plans to use the following link to verify a business entity's status: <http://kepler.sos.ca.gov/>.

- b. Contract Failures, Sanctions, and Disciplinary Actions
VCPA requires that all Applicants self-disclose any:

1. contract failures within the past two (2) years,
2. convictions against them or any individual with their organization for violations of criminal law,
3. any sanctions,
4. any disciplinary actions by any federal or state law enforcement agency, regulatory agency, or licensing agency (including exclusion from Medicare and Medicaid programs), and
5. any corrective action plans or complaints from other contracted entities, agencies, or jurisdictions.

c. Option to Reject LOQ

VCPA reserves the right at any time to reject any LOQ based upon a Applicant's prior history with the County or with any other party based on their prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones, or other significant contractual failures.

C. Method of Publishing: VCPA posting an RFQ on the VCPA website, Facebook, or Twitter is considered constructive notice to potential Applicants. Applicants are encouraged to monitor and bookmark the VCPA website under the Services tab and scroll down to RFQs. VCPA may e-mail the RFQ to certain potential Applicants who send their complete contact information. **This MUST include e-mail.** VCPA will ONLY send RFQs via e-mail.

If a potential Applicant wants to be considered for future e-mail delivery, it must either clearly post its contracting point of contact e-mail on its website AND actively send its contracting points of contact (address, phone numbers and e-mails) to:

aramis.nahabedian@ventura.org.

D. Questions Regarding this RFQ: Applicants must promptly notify VCPA in regard to any ambiguity, inconsistency, or error that may be discovered upon examination of the RFQ documents. Questions must be specific and should correspond to the relevant paragraph in this RFQ. County will not assume any responsibility for errors or misinterpretations resulting from the use of RFQ documents.

***All questions must be submitted in writing via e-mail no later than the Deadline displayed on the cover page and submitted to:

aramis.nahabedian@ventura.org.

E. VCPA Website: The RFQ, Questions and Answers, and any general updates will be posted on the VCBH website at the following address:

<http://venturaprobatation.org/index.php/services/RFP-s>

F. LOQ Delivery Process

1. **Deadline:** LOQs will be received by the Ventura County Probation Agency until 3:00 p.m. on the date displayed on the cover page.
2. **Method of Delivery:** All LOQs must be in writing and received by the deadline above ONLY by the following methods:
 - a. Submit In Person: Come to the Government Center at 800 South Victoria Ave. The Probation offices are located on the 3rd Floor of the Pre-Trial Detention Facility (County Jail Building). Go through the glass doors and take the elevator to the 3rd floor and follow the signs. Submit the LOQs to the receptionist at the front desk. Proposals will be date/time stamped at the time they are received.
 - b. Submit Via Mail: Make sure you have enough time for your LOQ to be RECEIVED by VCPA BEFORE the deadline. VCPA will not accept or review any proposals received after the deadline regardless of when they were postmarked. Mail your Proposal to the following address:

Ventura County Probation Agency
Pre-Trial Detention Facility, L#3200
800 S. Victoria Avenue
Ventura, CA 93009

Attn: Contracts Administrator

3. **LOQs MAY NOT be submitted via facsimile or electronic mail.** LOQs MAY be hand delivered BEFORE the deadline above.
4. **Copies of Proposal:** Submit one (1) original and five (5) copies of the LOQ.
5. **Title:** The original and copies must be marked with RFQ# 2018-03.
6. **Duration:** Proposals, including information provided therein, must be valid for a minimum of 90 days.
- 7.

V. EVALUATION PROCESS

The RFQ will allow for an open, fair, and competitive evaluation process.

A. Evaluation Criteria: Criteria below are not listed in any order of preference. Qualifications will be evaluated on the basis of:

1. **Experience & Qualifications:** Experience providing services to the target population. Expertise providing services, including data reporting, performance measures and quality control. Qualifications of organization and staff. History of providing services to other entities, including customer satisfaction.
2. **Capability & Availability:** Ability to provide services to the target population at the convenience of VCPA and adapt to the needs of the youth. Include number of youth able to serve, available days and times to see youth, and the ability to provide services.
3. **Plan & Approach:** Your overall comprehensive strategy to providing services. Approach to the project, evidence based practices, condition of facilities, staffing, activities, and services.
4. **Financial History & Budget:** Financial stability and resources of the Applicant. Ability to maintain compliance with contract terms and conditions. Compliance with invoicing deadlines and submitting required supporting documentation. Reasonableness of cost.

The County is not obligated to select LOQs based upon the lowest bid or to select Proposals at all. Selections will be in the best interests of the County after all factors have been evaluated. The County reserves the right to reject any or all LOQs submitted and shall be the sole and final authority for determination of any selection. County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

B. Statement of Non-Binding: This RFQ is not a contract and nothing herein is construed as a binding offer or obligation on behalf of the County. The County will only incur any obligations when a final contract, based upon the standard County contract (**see Attachment 1**), is approved and executed. A notice of intent to award letter to Applicant merely awards an opportunity to negotiate a contract and not any entitlement to a contract, or grant, nor monetary compensation of any kind.

C. Post Evaluation: After evaluation, the County may contact an Applicant who meets the requirements of the grant and the County for further consideration to enter into a contract with the County to provide services under the terms of the grant. County will establish an Evaluation Committee which will evaluate the LOQs. The Evaluation Committee may also:

1. Contact and evaluate Applicant's references

2. Contact Applicant to clarify any response
3. Contact any user of Applicant's services
4. Solicit information from any available source concerning any aspect of an LOQ
5. Seek and review any other information deemed pertinent to the evaluation process
6. Request that Applicants make presentations to the Evaluation Committee or County staff
7. Request site visits to Applicant's facilities or operational sites
8. Ask follow up questions

D. Agreement: Applicant shall review the County's standard agreement (**see Attachment 1**), which shall form the **basis** for any agreement entered into hereunder. Any comments/exceptions to this agreement must be included in your LOQ. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Material or significant deviations by Applicant from the County's standard agreement may disqualify Applicant from further negotiations under this RFQ, solely determined by and at the discretion of the County. The timeliness of negotiating any contract depends on how organized the Applicant is with documentation and detailed description of services. To avoid delays, please have your services and corresponding budget, scope of work, proposed staffing and work plan described in detail before negotiations begin.

E. No Payments: A notice of intent to award does not obligate County to compensate any Applicant or Contractor. If the County and Applicant enter into a contract, any payments made by County will be contingent upon satisfactory performance of services by Applicant. Applicant must provide to County sufficient and timely invoicing and documentation demonstrating absolute proof that services were performed according to contract in order to be compensated. Compensation may depend upon written referrals by VCPA employees to services provided by Applicant or certain deliverables due from Applicant to VCPA.

If further information is needed, please feel free to contact Aramis Nahabedian at (805) 654-2101 or aramis.nahabedian@ventura.org before the deadline for questions displayed on the cover page.

Attachment 1

RFQ# 2018-03

COUNTY OF VENTURA CONTRACT # _____

CONTRACT

This contract entered into this [redacted] day of [redacted], 201__, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and [redacted] (Name), hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing [redacted] 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 hereto, County of Ventura Request for Qualifications [redacted], Contractor's response dated [redacted] which by this reference, although not attached, made a part thereof.

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**

This Contract will be in effect from _____, through _____ subject to all the terms and conditions set forth herein.

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 the County of any further obligation therefore.

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, will obtain and maintain in full force during the term of this contract the following types of insurance:
- 1) 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) 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 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.

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 department head or his/her authorized representative.

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: _____

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. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFQ #
3. Contactor's proposal dated _____

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

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR

by: _____
Authorized Signature

by: _____
Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

Tax Identification #