

**HUENEME ELEMENTARY SCHOOL  
DISTRICT**

**AGREEMENT FOR CONSULTANT  
SERVICES**

This Agreement for Consultant Services ("Agreement") is entered into as of this 22nd day of July 2022 by and between the Hueneme Elementary School District ("District") and the County of Ventura, of which the County Human Services Agency is a part ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2022 to and including June 30, 2023 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Seventeen Thousand Nine Hundred Fourteen Dollars and No Cents (\$217,914.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by one party giving sixty (60) days written notice to the other, with or without cause.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement

- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

9. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

10. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District

with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

12. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [ ] does [X] does not qualify as a "designated employee".

\_\_\_\_\_ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

13. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)

14. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

15. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

16. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

17. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

18. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall ensure that District has a current list of all personnel and subcontractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

20. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

21. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:**

Hueneme Elementary School  
District 205 N. Ventura Rd  
Port Hueneme, California, 93041  
Attention: David Castellano  
Phone: (805) 488-3588 ext 9221

**To Consultant:**

County of Ventura Human Services Agency  
855 Partridge Drive  
Ventura, CA 93003  
Attn: Melissa Livingston  
Phone: (805) 477-5444  
Fax: (805) 477-5385

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

22. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

23. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

24. **Administration.** David Castellano, the Senior Director, Student Support Services, shall be in charge of administering this Agreement on behalf of the District. The **Exhibit D** has been completed, "Conflict of Interest Check" attached hereto.

25. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

26. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

27. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

28. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the

provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

29. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

30. **Dispute Resolution .** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

31. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

**HUENEME ELEMENTARY SCHOOL DISTRICT:**

**COUNTY OF VENTURA:**

Patricia Marshall  
*Signature*

\_\_\_\_\_  
*Signature*

Patricia Marshall/ Chief Business Official  
*Typed Name/Title*

Melissa Livingston, HSA Director  
*Typed Name/Title*

9-19-22  
*Date*

\_\_\_\_\_  
*Date*

Tax Identification Number: 95-6001639

Tax Identification Number: On File



**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES**  
**SERVICES**

I. Consultant will perform the following Services:

Place social workers at Hueneme Elementary School District sites in communities that have been identified by the County Human Services Agency consensus data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventive in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

- Target population are families that have children at Healthy Start Schools (Haycox Elementary and Williams Elementary). Schools included are in the 93033 zip codes.
- Families can be referred through the School Attendance Review Board (SARB), SST, or other Hueneme Elementary School District Collaboration
- Focus of services will be on preventative interventions to:
  - Prevent separation of children
  - Decrease time in care
  - Produce better outcomes for families
  - Provide a nontraditional response to concerns of abuse or neglect

Preventative interventions include:

- Family assessment/Home visits
- General parenting education
- Basic life skills
- Engaging support network
- Educational advocacy
- Support and service to migrating families
- DEI/Cultural responsiveness assessment
- Collaborating with MICOP
- Referrals to community resources
- SARB services

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school's SST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on caseload.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Senior Director of Student Support Services will meet quarterly with the Healthy Start Manager.	Quarterly

V. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☒ See Exhibit E attached

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☒ None.

☐ See attached list.

#### VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES**  
**COMPENSATION**

**I. Consultant shall use the following rates of pay in the performance of the Services:**

**\*SEE EXHIBIT E ATTACHED**

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Attendance reports for each school to calculate reimbursement.
- B. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- C. Line items for all supplies properly charged to the Services.
- D. Line items for all travel properly charged to the Services.
- E. Line items for all equipment properly charged to the Services.
- F. Line items for all materials properly charged to the Services.
- G. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$217,914.00 as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES**

**INSURANCE**

I. Insurance Requirements . Consultant shall provide and maintain insurance, acceptable to the District Superintendent, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees . Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- Aggregate
- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) and one million dollars (\$1,000,000) per occurrence.
  - (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
  - (3) Insurance coverage should include:
    1. owned, non-owned and hired vehicles;
    2. blanket contractual;
    3. broad form property damage;
    4. products/completed operations; and
    5. personal injury.
  - (4) Workers' Compensation insurance as required by the laws of the State of California.
  - (5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$ 1,000 ,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions :

A. All Policies . Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability .

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements . Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor , Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District , either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District , the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached ☐ constitute

☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code.

Therefore, the Consultant, COUNTY OF VENTURA, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date:

9-19-22

By

Patricia Marshall

Patricia Marshall

Chief Business Official

HSD/CFS Healthy Start Agreement 2022-23 Exhibit E

School	Position	Annual Cost	1.00 FTE	50% ARPACBCAP	50% HSD Cost
Haycox	123771 CWSW	\$113,633	\$113,633	\$56,816	\$56,816
Haycox	126736 OA	\$96,358	\$96,358	\$48,179	\$48,179
	Totals	\$209,990	\$209,990	\$104,995	\$104,995
Williams	123778 CWSW	\$139,433	\$139,433	\$69,716	\$69,716
Williams	129204 OA	\$82,406	\$82,406	\$41,203	\$41,203
	Totals	\$221,838	\$221,838	\$110,919	\$110,919

Supplies for Youth

\$2,000
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<b>Total Share of Cost HSD</b> (does not include supervision, equipment, staff supplies, etc.)
<b>\$217,914</b>

Notes:

- 1-Project includes two schools: Haycox & Williams funded with costs shared FTE by HSD (50%) and ARPACBCAP (50%) match funds.
- 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (OA).
- 3-Annual cost is based on FY 2021-22 salaries and benefits (S&B) for the assigned staff.

Weeks per year	52
Days paid per week	5
Days paid per year	260
% of FTE Available	100%
Days Available (paid)	246
Paid days include holidays, sick, vacation, training, LOA, etc.	

Contract Term for HSD (July 1 2022, through June 30 2023)	
Jul	20
Aug	23
Sept	21
Oct	21
Nov	19
Dec	18
Jan	20
Feb	18
Mar	23
Apr	19
May	22
Jun	22
	246
	-246
	0
Less Days Available	
Days Over Budget	

# CERTIFICATE OF LIABILITY COVERAGE

DATE  
(MM/DD/YYYY)  
04/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

<b>INSURED</b> <b>The County of Ventura</b> <b>Attn: Risk Management</b> <b>800 S. Victoria Avenue, #1970</b> <b>Ventura, CA 93009</b> <b>(805) 654-3197</b>	
	<b>ENTITIES AFFORDING COVERAGE</b>
<b>PRODUCER / CONSULTANT</b> <b>Chivaroli &amp; Associates, Inc.</b> <b>200 N Westlake Blvd #101</b> <b>Westlake Village, CA 91362</b> <b>(805) 371 - 3680</b>	A: The County of Ventura
	B:
	C:
	D:
	E:

## COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	<b>GENERAL LIABILITY</b>	Self-Insured	04/01/2022	04/01/2023	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
A	<b>Workers' Compensation Employers Liability</b>	Self-Insured	04/01/2022	04/01/2023	Workers' Compensation	\$1,000,000
					Employers Liability	\$1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

### CERTIFICATE HOLDER

Ventura County Schools Self-Funding Authority  
5189A Verdugo Way  
Camarillo, CA 93012-8653

### CANCELLATION

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

