

**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF VENTURA AND
(INSERT SCHOOL DISTRICT)
FOR EDUCATIONAL SUPPORT SERVICES**

This Memorandum of Agreement (“MOA”) is made and entered into by and between the **(INSERT SCHOOL DISTRICT)** (hereinafter referred to as “District”) and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as “VCBH”). Hereinafter, District and VCBH may be referred to individually as a “party” and collectively as the “parties.”

Whereas, District desires to engage VCBH to provide educational support services as described in Exhibit A – Description of Services, which is attached hereto and incorporated herein by this reference (“Services”); and

Whereas, VCBH has the necessary qualifications by reason of training, experience, preparation and organization and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this MOA;

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES.** VCBH agrees to provide the Services set forth in Exhibit “A” at school sites and district locations mutually agreed to by the parties.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOA is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venturer, agent or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner. Except for any materials, procedures or subject matter agreed upon, and reduced to writing herein, between VCBH and District, VCBH shall have complete control over the manner and method of performing the Services.

VCBH understands and agrees to independent contractor status. VCBH understands and agrees that acceptance of this MOA creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH are not entitled to coverage under the California workers’ compensation insurance laws, unemployment insurance, health insurance, pension plans or any other benefits normally offered or conveyed to District employees. VCBH will be responsible for payment of all VCBH employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this MOA.

3. **NON-EXCLUSIVITY.**

- a. During the term of this MOA VCBH may, independent of its relationship with District, without breaching this MOU or any duty owed to District, render services for any other entity.
- b. During the term of this MOA District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to VCBH, contract with other individuals and entities to render the same or similar services to District.

4. **TIME OF PERFORMANCE.** The term of this MOA shall commence on **(Insert Term)** and continue through **(Insert Term)**. Thereafter, the term of the MOA will automatically renew for two additional periods of one year each, unless one party gives written notice of nonrenewal to the other at least thirty (30) days before the start of the additional period.

5. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of District or VCBH to participate in this educational outreach program.

6. **ASSIGNMENT AND SUBCONTRACTORS.** Neither party shall assign or transfer this MOA or any rights or interest hereunder without the prior written consent of the other party, which may be withheld in that party's sole and absolute discretion for any reason. Nothing contained herein shall prevent VCBH from employing independent associates, subcontractors, and sub-consultants as VCBH may deem appropriate to assist in the performance of Services. Any attempted assignment or transfer in violation of this MOA shall be null and void and of no force and effect. Any attempted assignment or transfer in violation of this MOU shall be grounds for the non-assigning or non-transferring party to terminate the MOA.

7. **TERMINATION.** Either party may terminate this MOA at any time for any reason by giving the other party thirty (30) days' advance written notice. The parties to this MOA shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining, delivering, or performing services due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

8. **NOTICE.** Any notice, demand or request required or permitted to be given under this MOA shall be deemed fulfilled by written notice, demand or request served on the party entitled thereto by one of the following methods:

- a. Personal delivery;
- b. Nationally recognized overnight express courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that, if given electronically, an additional copy shall also be delivered by a, b, or c above

If mailed, such notice, demand or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third day following posting; or if sent by a nationally recognized overnight express courier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to District and VCBH as follows:

_____ (Insert District)	<u>Ventura County Behavioral Health</u> VCBH
Attn: _____	<u>Attn: Sara Sanchez, BH Division Manager</u>
Email: _____	<u>Email: sara.sanchez@ventura.org</u>
_____ Street	<u>1911 Williams Drive, Suite 200</u> Street
_____ City, State, Zip Code	<u>Oxnard CA, 93036</u> City, State, Zip Code

9. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional manner consistent with industry standards. Except as provided herein, VCBH makes no other warranty regarding the Services.
10. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH or District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
- A letter outlining the changes shall be forwarded to District by VCBH with an outline of changes in the Description of Services, Exhibit "A".
 - A written amendment to this MOA shall be prepared by District and executed by the parties before any performance of additional or different Services.

Any such amendment to the MOA shall not render ineffective or invalidate unaffected portions of this MOA.

11. **COMPLIANCE WITH LAWS.** The parties agree that their respective officers, agents, employees, and subcontractors shall obey all applicable local, State, and Federal laws and regulations in the performance of this MOA, including, but not limited to, minimum wage laws and/or prohibitions against discrimination.

VCBH and its officers, agents, employees and/or subcontractors shall secure and maintain in force for the full term of this MOA, at VCBH's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, and materials or supplies necessary for completion of the Services.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** VCBH shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or any and all other protected classes consistent with all applicable local, State, and federal law.
13. **PRIVACY.** VCBH and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, student records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and District shall ensure that all activities undertaken under this MOA conform to the requirements of these laws.
14. **INDEMNIFICATION.**
- a. VCBH agrees to defend, indemnify and hold harmless District, its officers, directors, agents, employees and/or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of the negligent and willful acts or omissions of VCBH or its officers, directors, agents, employees and/or volunteers whether or not such act or omission is authorized by this MOA. The provisions of this section 14(a) do not apply to any damage or losses caused solely by the negligence of District or its officers, directors, agents, employees, volunteers and/or students.
1. District agrees to defend, indemnify and hold harmless VCBH, its officers, directors, agents, employees and/or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or its officers, directors, agents, employees and/or volunteers whether or not such act or omission is authorized by this MOA. District assumes no responsibility whatsoever for any property placed on District premises by VCBH, its agents, employees, or volunteers. The provisions of this section 15(b) do not apply to any damage or losses caused solely by the negligence of VCBH or its officers, directors, agents, employees and/or volunteers.
15. **INSURANCE.** The parties acknowledge and agree that both parties are public entities and self-insured. Each party will maintain coverages commensurate with its activities under this MOA. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

Upon reasonable request of District, VCBH will provide District with a certificate of insurance, or a substantially equivalent document, showing evidence of its workers' compensation insurance coverage and general liability insurance coverage.

Upon reasonable request of VCBH, District will provide VCBH with a certificate of insurance, or a substantially equivalent document, showing evidence of District's workers' compensation

insurance coverage and general liability insurance coverage.

16. **SAFETY AND SECURITY.** VCBH shall be responsible for ascertaining from District all rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

VCBH and all subcontractors are required to comply with Education Code section 45125.1 fingerprint certification requirements. VCBH must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for District under this MOA.

17. **GOVERNING LAW AND VENUE.** The parties hereby acknowledge and agree that each party is a public entity, which is subject to certain requirements and limitations. This MOA and the obligations of each party hereunder are subject to all applicable Federal, State, and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This MOA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOA, the action shall be brought in in the California Superior Court for the County of Ventura, unless otherwise specifically provided for under California law.

18. **DISPUTE RESOLUTION.** VCBH and District agree that the following process will be used to address disputes arising under this MOA only after collaborative efforts have been attempted beginning at the lowest possible level.

By **(insert date)**, and for any extension of this MOA beyond **(insert date)**, VCBH and District will name a mutually agreed upon administrator of a Ventura County department or agency to mediate disputes using a process of facilitated communication through non-binding VCBH and District mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.
- If the issue is not resolved within five (5) business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.
- No later than sixty (60) calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.
- The responsible VCBH and District personnel shall assure the agreements included in the resolution plan are implemented.
- The costs for this process shall be shared equally between VCBH and District.

19. **NATURE OF AGREEMENT; AMENDMENT.** This MOA constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter hereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOA represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This MOA may only be amended or modified by a written instrument signed by authorized representatives of each of the parties hereto.
20. **BINDING EFFECT.** This MOA shall inure to the benefit and shall be binding upon all of the parties to this MOA, and their respective successors in interest or assigns, subject to section 6.
21. **WAIVER.** No claim or right arising out of a breach of this MOA can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
22. **THIRD PARTY RIGHTS.** Nothing in this MOA shall be construed to give any rights or benefits to anyone other than District and VCBH.
23. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU, as determined by a court of competent jurisdiction, shall not render the other provisions unenforceable, invalid, or illegal.
24. **RECITALS; PARAGRAPH HEADINGS.** The recitals set forth above are incorporated herein by this reference. The headings of the paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this MOA or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
25. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver and perform this MOA. Each party warrants that the individuals who have signed this MOA have the legal power, right and authority to make this MOA and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this MOA as of the date last written below.

(INSERT SCHOOL DISTRICT)

District

COUNTY OF VENTURA

VCBH

By:

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBIT “A”
DESCRIPTION OF SERVICES
(INSERT SCHOOL DISTRICT) AND VCBH MOA

District will:

1. Provide a primary contact for each school site to establish direct communication with VCBH Logrando Bienestar staff.
2. Work with VCBH Logrando Bienestar staff to plan and deliver in-person and/or virtual workshops to targeted school sites to inform the community about behavioral health services available in Ventura County.
3. Work in collaboration with VCBH staff in community outreach and awareness activities.
4. Work in collaboration with VCBH to serve children and families by incorporating the resources of each agency.
5. Provide information to VCBH Logrando Bienestar staff regarding the treatment of students consistent with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
6. Provide access to facilities and school campus WiFi for workshops when scheduled (including, but not limited to, staff unlocking and locking meeting room, opening, and closing restrooms and addressing any issues with facility during workshops).

VCBH will:

1. Provide a main contact phone number for Logrando Bienestar Program for each school site to establish direct communication.
2. Provide in-person and/or virtual wellness workshops as mutually agreed upon with District.
3. Work in collaboration with District staff in community outreach and awareness activities.
4. Work in collaboration with VCBH to serve children and families by incorporating the resources of each agency.
5. Provide information to District staff regarding referrals received (consistent with FERPA and HIPAA).