

**MEMORANDUM OF AGREEMENT BETWEEN  
THE COUNTY OF VENTURA AND  
THE VENTURA COUNTY OFFICE OF EDUCATION  
FOR SUBSTANCE USE DISORDERS SERVICES**

This Memorandum of Agreement ("MOA") is made and entered into between the Ventura County Office of Education (hereinafter referred to as "District") and the County of Ventura, through its Behavioral Health Department Alcohol and Drug Programs (hereinafter referred to as "VCBH-ADP"), collectively referred to as the "parties".

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

Whereas, VCBH-ADP 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, it is agreed as follows:

1. **ARRAY OF SERVICES.** VCBH-ADP agrees to provide the Services at **Gateway Community School as described in Exhibit A.**
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOA is that of independent contractor. In performing the Services, VCBH-ADP 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. VCBH-ADP is not 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 District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between VCBH-ADP and District, VCBH-ADP shall have complete control over the manner and method of performing the Services.

VCBH-ADP understands and agrees to independent contractor status. VCBH-ADP understands and agrees that acceptance of this MOA creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH-ADP 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-ADP will be responsible for payment of all VCBH-ADP 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-ADP may, independent of its relationship with the District, without breaching this MOA or any duty owed to the District render services for any other entity.
- b. During the term of this MOA the District may, independent of its relationship with VCBH-ADP, without breaching this MOA or any duty owed to the VCBH-ADP, contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** VCBH-ADP shall provide District with the Services described on the "Description of Services" attached hereto in Exhibit A and incorporated herein by this reference. The parties shall mutually agree to a schedule for providing the Services. VCBH-ADP shall use its best efforts to complete all phases of the Services according to such timetable.

5. **TIME OF PERFORMANCE.** The term of this MOA shall commence on July 1, 2019, and terminate on June 30, 2020. However, this MOA may be extended by mutual written consent for two additional one-year terms within fiscal years July 1, 2020 through June 30, 2022, with all other terms of the MOA remaining the same.

6. **PAYMENT AND EXPENSES.** District will pay VCBH-ADP for staff time on a monthly basis not to exceed \$30,783 for the one-year period that this MOA is in effect, July 1, 2019 through June 30, 2020. VCBH-ADP will submit monthly invoices to District for staff time.

7. **ASSIGNMENT AND SUBCONTRACTORS.** VCBH-ADP shall not assign, sublet, or transfer this MOA or any rights or interest hereunder without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent VCBH-ADP from employing independent associates, subcontractors, and sub-consultants as VCBH-ADP may deem appropriate to assist in the performance of Services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this MOA shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this MOA shall be grounds for the District, in its sole discretion, to terminate the MOA.

8. **TERMINATION OR AMENDMENT.** This MOA may be terminated or amended in writing at any time by mutual written consent of the parties, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. VCBH-ADP shall be entitled to compensation for any Services provided prior to termination of the MOA.

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 due to Force Majeure. 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.

9. **NOTICE.** Any notices required or permitted to be given under this MOA shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- a. Personal delivery;
  - b. Overnight commercial 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 (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, 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 the District and the VCBH-ADP as follows:

Ventura County Office of Education  
District

Attn: Lisa Cline  
5189 Verdugo Way  
Street  
Camarillo, CA 93012  
City, State, Zip Code

Ventura County Behavioral Health  
VCBH-ADP

Attn: Sevet Johnson  
1911 Williams Drive, Suite 200  
Street  
Oxnard, CA 93036  
City, State, Zip Code

10. **WARRANTY.** VCBH-ADP hereby warrants to District that the Services shall be performed in a professional manner consistent with the highest industry standards.
11. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH-ADP or the District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
- a. A letter outlining the changes shall be forwarded to the District by VCBH-ADP with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this MOA shall be prepared by the District and executed by the parties before any performance of Services or the District shall not be required to pay for the increased cost incurred for the changes in the Services.

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

12. **COMPLIANCE WITH LAWS.** VCBH-ADP hereby agrees that its officers, agents, employees, and subcontractors shall obey all 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-ADP and its officers, agents, employees and/or subcontractors shall secure and maintain in force for the full term of this MOA, at VCBH-ADP'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.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

VCBH-ADP represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

14. **PRIVACY.** VCBH-ADP 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. 104-191, student records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, and health and other records under provisions of state law relating to privacy. VCBH-ADP and the District shall ensure that all activities undertaken under this MOA conform to the requirements of these laws.

15. **INDEMNIFICATION.** VCBH-ADP agrees to defend, indemnify, and hold harmless District, its officers, directors, agents, and/or employees, 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 VCBH-ADP or its officers, agents, employees, or volunteers whether or not such act or omission is authorized by this MOA. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of the District or its officers, agents, employees, volunteers and/or students.

District agrees to defend, indemnify, and hold harmless VCBH-ADP, its officers, agents, employees, 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, agents, employees, or volunteers whether or not such omission is authorized by this MOA. District assumes no responsibility whatsoever for any property placed on District premises by VCBH-ADP its agents, employees or intern(s). The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of VCBH-ADP or its officers, agents, employees, or volunteers.

16. **INSURANCE.** VCBH-ADP and the District each recognize and accept that the other party is a public agency and is 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.

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

The District will provide VCBH-ADP with a certificate of insurance, or a substantially equivalent document, showing evidence of the District's workers' compensation insurance coverage and general liability insurance coverage.

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

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

18. **GOVERNING LAW AND VENUE.** VCBH-ADP hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This MOA and the obligations of District 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 state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law. VCBH-ADP and District hereby waive and expressly agree not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. VCBH-ADP and District further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

19. **DISPUTE RESOLUTION.** VCBH-ADP 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 July 1 of 2019, and for any extension of this MOA beyond 2020, VCBH-ADP 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-ADP 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 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 60 calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.
- The responsible VCBH-ADP 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-ADP and District.

20. **NATURE OF AGREEMENT.** 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 modified by a written instrument signed by authorized representatives of each of the parties hereto.
21. **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.
22. **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.
23. **THIRD PARTY RIGHTS.** Nothing in this MOA shall be construed to give any rights or benefits to anyone other than District and VCBH-ADP.
24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOA shall not render the other provisions unenforceable, invalid, or illegal.
25. **PARAGRAPH HEADINGS.** 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.

26. **AUTHORITY.** VCBH-ADP represents and warrants that VCBH-ADP 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 first written below.

Ventura County Office of Education  
District  
By: Lisa Cline  
Signature  
Lisa Cline  
Name  
Executive Director  
Title  
7-5-19  
Date

County of Ventura  
VCBH-ADP  
Sevet Johnson  
Signature  
**Sevet Johnson, PsyD**  
**Behavioral Health Director**  
Name  
  
Title  
7/30/19  
Date

**EXHIBIT A**  
**DESCRIPTION OF SERVICES**  
**DISTRICT AND VCBH-ADP MOA**

**District agrees to the following:**

1. Allocate space to accommodate VCBH-ADP staff as they work on site at Gateway Community School.
2. Communicate student information to VCBH-ADP through the referral process.
3. Participate in training and cross training.
4. Maintain records of student participation and attendance for all students and families served by VCBH-ADP.
5. Provide referrals to VCBH-ADP as appropriate.
6. Provide information about VCBH-ADP and offered programs as appropriate.
7. Set up a student meeting schedule with VCBH-ADP.
8. Reserves the right to request VCBH-ADP to withdraw any VCBH-ADP employee/volunteer from its facility whose conduct or work with students, the community or personnel is not in accordance with District policies and procedures or is detrimental to students or others.
9. Pay VCBH-ADP for counselor staff time.

**VCBH-ADP agrees to the following:**

1. VCBH-ADP will provide up to 35 hours per week for an alcohol and drug counselor to deliver services to students, including screenings and assessments, substance abuse individual/group counseling, case management and linkage with collateral services.
2. VCBH-ADP shall be responsible for the primary supervision of the alcohol and drug counselor assigned to the program.
3. VCBH-ADP will participate in multi-disciplinary team meetings for the purpose of screenings assessments and treatment planning for program participants.
4. VCBH-ADP shall set standards of care and oversee and coordinate all drug assessment and treatment.
5. VCBH-ADP is responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2 as well as Health Insurance Portability and Accountability Act (HIPAA) standards.
6. Provide collaboration with Gateway Community School drug and alcohol education.
7. Provide information and education to students, families and staff.
8. Identify representation for participation in meetings with District as required.
9. Ensure that VCBH-ADP's employees have completed an appropriate background check, have received adequate training in the services being provided, and ensure appropriate licenses/certificates are in current standing.
10. VCBH will not use student workers/volunteers in the provision of alcohol and drug treatment.
11. Inform District of changes in schedule and status.
12. Work with the District staff as needed.
13. Comply with policies of District.
14. VCBH-ADP reserves the right to withdraw any employee or volunteer at VCBH-ADP's discretion.
15. Bill staff time to District every month.