

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF VENTURA AND
THE OXNARD SCHOOL DISTRICT
FOR EDUCATION SUPPORT SERVICES**

This Memorandum of Understanding ("MOU") is made and entered into between the Oxnard School District (hereinafter referred to as "District") and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as "VCBH"), collectively referred to as the "parties".

Whereas, District desires to engage VCBH 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 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 MOU.

NOW THEREFORE, it is agreed as follows:

1. **ARRAY OF SERVICES.** VCBH agrees to provide the Services at the following schools in the District: Elm Elementary, Harrington Elementary, Kamala Elementary, Lemonwood Elementary and McKinna Elementary ("Designated Schools").
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOU 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. VCBH 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 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 MOU 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 MOU.

3. NON-EXCLUSIVITY.

- a. During the term of this MOU VCBH may, independent of its relationship with the District, without breaching this MOU or any duty owed to the District render services for any other entity.
 - b. During the term of this MOU the District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to the VCBH, contract with other individuals and entities to render the same or similar services to the District.
4. **SERVICES.** VCBH shall provide District with the Services described on the "Description of Services" attached hereto and incorporated herein by this reference. The parties shall mutually agree to a schedule for providing the Services. VCBH shall use its best efforts to complete all phases of the Services according to such timetable.
5. **TIME OF PERFORMANCE.** The term of this MOU shall commence on September 22, 2016, and terminate on June 30, 2017. However, this MOU may be extended by mutual written consent for two additional fiscal years, from July 1, 2017 through June 30, 2019, with all other terms of the MOU remaining the same.
6. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of the District to participate in this educational outreach program.
7. **ASSIGNMENT AND SUBCONTRACTORS.** VCBH shall not assign, sublet, or transfer this MOU 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 from employing independent associates, subcontractors, and sub-consultants as VCBH 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 MOU shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this MOU shall be grounds for the District, in its sole discretion, to terminate the MOU.
8. **TERMINATION OR AMENDMENT.** This MOU 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. The parties to this MOU shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining, delivering, or performing 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.
9. **NOTICE.** Any notices required or permitted to be given under this MOU 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 (3rd) 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 as follows:

Oxnard School District
District

Attn: Robin I. Freeman

1051 South A Street
Street

Oxnard, California 93030
City, State, Zip Code

Ventura County Behavioral Health
VCBH

Attn: Elaine Crandall

1911 Williams Drive, Suite 200
Street

Oxnard, California 93036
City, State, Zip Code

10. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional and workmanlike manner consistent with the highest industry standards.
11. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH 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 with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this MOU 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 MOU shall not render ineffective or invalidate unaffected portions of this MOU.

12. **COMPLIANCE WITH LAWS.** VCBH hereby agrees that its officers, agents, employees, and subcontractors shall obey all local, state, and federal laws and regulations in the performance of this MOU, 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 MOU, 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.

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

VCBH 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 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 USC Section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and the District shall ensure that all activities undertaken under this MOU conform to the requirements of these laws.

15. **INDEMNIFICATION.** VCBH 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 or its officers, agents, employees, or volunteers whether or not such act or omission is authorized by this MOU. 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, 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 MOU. District assumes no responsibility whatsoever for any property placed on District premises by VCBH 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 or its officers, agents, employees, or volunteers.

16. **INSURANCE.** VCBH 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 MOU. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

VCBH 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 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 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 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 the District under this MOU.

18. **GOVERNING LAW AND VENUE.** VCBH hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This MOU 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 MOU 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 MOU, 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 hereby waives and expressly agrees 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 further agrees 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 and District agree that the following process will be used to address disputes arising under this MOU only after collaborative efforts have been attempted beginning at the lowest possible level.

By September 22 of 2016, and for any extension of this MOU beyond 2017, 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 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 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.

20. **NATURE OF AGREEMENT.** This MOU 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 MOU 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 MOU may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
21. **BINDING EFFECT.** This MOU shall inure to the benefit and shall be binding upon all of the parties to this MOU, and their respective successors in interest or assigns.
22. **WAIVER.** No claim or right arising out of a breach of this MOU 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 MOU shall be construed to give any rights or benefits to anyone other than District and VCBH.
24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU 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 MOU or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

OXNARD SCHOOL DISTRICT

District

COUNTY OF VENTURA

VCBH

By:

Lisa A. Franz

Signature

Elaine Crandall

Signature

Lisa A. Franz

Name

Elaine Crandall

Name

Director, Purchasing

Title

VCBH Director

Title

12-12-16

Date

12/21/16

Date

EXHIBIT A
DESCRIPTION OF SERVICES
OXNARD SCHOOL DISTRICT AND VCBH

District will:

1. Provide a primary contact for each Designated School for direct communication with VCBH staff.
2. Establish monthly parent meetings at each Designated School.
3. Work collaboratively with VCBH staff to reduce barriers to identification and treatment of mental illness and work with targeted support to individual communities within OSD where significant barriers to access are identified.
4. Provide access to staff development opportunities to educate faculty/staff/administration on mental health issues and VCBH.
5. Work in partnership with VCBH staff in community outreach and awareness activities.
6. Work in partnership with VCBH to serve children and families jointly through a shared model (“pyramid of interventions”) that incorporates the resources of each agency.
7. Provide information to VCBH staff regarding the treatment of students in line with the Family Educational Rights and Privacy ACT (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
8. Work with VCBH staff to establish target goals for measurement of success and to gather and analyze and to plan in response to it.

VCBH will:

1. Coordinate with OSD by identifying a primary contact between each Designated School and a VCBH staff member.
2. Provide and deliver a curriculum on mental health issues on a monthly basis at each Designated School at a regularly scheduled parent meeting.
3. Work collaboratively with OSD staff to reduce barriers to identification and treatment of mental illness and work with targeted support to individual communities within OSD where significant barriers to access are identified
4. Work in partnership with OSD staff in community outreach and awareness activities
5. Provide information to OSD staff regarding the treatment of students (in line with FERPA and HIPAA)
6. Work with OSD staff to establish target goals for measurement of success and to gather and analyze and to plan in response to it.
7. Provide educational information to the Designated Schools regarding screening, diagnosis and treatment of mental illness for students and families.
8. Work in partnership with the OSD counseling team to ensure continuity and coordination of services.

Key Activities & Timeline:

- September 2016 – The parties will meet to begin planning for the model “Pyramid of Interventions”.
- September 2016 – Monthly parent meetings will begin at the Designated Schools.
- October 2016 – The parties will meet to identify barriers to access of care and identify local communities for targeted support.
- October 2016 – The parties will plan a series of joint outreach activities at the Designated Schools.
- October 2016 – VCBH will attend a meeting of school counselors to discuss the elements of the partnership as outlined in this MOU.
- November 2016 to June 2017 – The parties will maintain ongoing communication regarding the plan and implementation of the elements with this MOU.