

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SISKIYOU COUNTY HEALTH & HUMAN SERVICES AGENCY BEHAVIORAL  
HEALTH DEPARTMENT AND THE SISKIYOU COUNTY SHERIFF**

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the SISKIYOU COUNTY HEALTH & HUMAN SERVICES AGENCY, hereinafter referred to as "SCHHSA" and the SISKIYOU COUNTY SHERIFF, hereinafter referred to as "SHERIFF".

**WITNESSETH:**

WHEREAS, SCHHSA is responsible for County administered Mental Health Services Act (MHSA) services; and

WHEREAS, SCHHSA requires specialized services in support of both its programmatic and administrative functions, and

WHEREAS, SHERIFF has the experience, staff and expertise to provide specialized Prevention and Early Intervention (PEI), MHSA DARE, and DARE PLUS services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services:** SHERIFF agrees to provide MHSA PEI services for SCHHSA as described in Exhibit "A".
2. **Compensation:** In consideration for the services to be performed by SHERIFF, SCHHSA agrees to pay SHERIFF in proportion to services satisfactorily performed as specified in Exhibit "A" the not to exceed amount of One Hundred and Seventeen Thousand Dollars and No/100 cents (\$117,000.00).
3. **Billing:** In consideration for the services to be performed by SHERIFF, SCHHSA agrees to pay by means of a monthly Inter-Governmental Charge (IGC). The invoice, to be submitted monthly, shall include the services that were provided, the number of youth served, and the number of hours utilized.

SHERIFF shall be responsible for all costs and expenses incident to the performance of services for SCHHSA, except as provided as specified in Exhibit "A".

4. **Term:** This Memorandum of Understanding shall commence on January 1, 2023 and shall continue until June 30, 2023 or until terminated by either party as set forth below.
5. **Termination:** Either party may terminate this Memorandum of Understanding at any time by giving the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. SHERIFF shall be paid for all work satisfactorily completed prior to the effective date of said termination.

Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

6. **Records:** SHERIFF shall keep complete and accurate records for the services performed pursuant to this MOU and shall make such records available to SCHHSA upon request. Records shall be kept for a period of at least five (5) years after the termination of the MOU, or until all audits for compliance with terms, conditions and specification of the MOU are completed, whichever is later, or for a longer period of time if required by law. SHERIFF shall provide all information necessary for reports required by the SCHHSA, State or Federal government. SHERIFF shall fully cooperate with SCHHSA in providing any information required by any governmental entity concerning the program or services subject to this MOU. SHERIFF agrees to assure the confidentiality of any records that are required by law to be so maintained.

7. **Confidentiality:** SCHHSA and SHERIFF agree to comply with and require their officers, employees, agents, volunteers, contractors and sub-contractors to comply with the provisions of Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 to assure that:

A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purpose of this Memorandum of Understanding. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.

B. SCHHSA and SHERIFF agree to inform all of their officers, employees, agents, volunteers, contractors and sub-contractors of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

8. **Nondiscrimination:** SHERIFF and SCHHSA are both bound by Siskiyou County's policies prohibiting discrimination (2.1 et seq. Siskiyou County Personnel Policies) apply to this MOU and are incorporated herein by reference with the same force and effect as if these policies were specifically set out herein and both agree to comply with these policies.

9. **Grievance Procedure:** If SHERIFF is required by ordinance, regulation, policy, State, County or other authority to have a procedure for filing and considering grievances, SHERIFF shall provide SCHHSA with a copy of SHERIFF's grievance procedure prior to providing services under this Contract.

10. **Compliance with Child, Family and Spousal Support Reporting Obligations:** SHERIFF shall comply with all state and federal child, family and spousal support reporting requirements and shall comply with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

11. **Child Abuse and Neglect Reporting:** SHERIFF shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. SHERIFF's officers,

employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.

12. **Changes in Regulations:** If SCHHSA notifies SHERIFF of a change in County, SCHHSA, or State regulations or guidelines affecting MOU activities, SHERIFF shall choose one of the following options and notify the SCHHSA in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that SHERIFF's operations are currently in compliance with the change in regulation or guideline; (2) Indicate that SHERIFF is in the process of modifying operations to comply with the change and will complete these modifications and be in compliance within thirty (30) days of notification by County or SCHHSA; or (3) Notify SCHHSA of termination of the MOU or seek modification of any terms of the MOU materially affected by a regulation or guideline change.

13. **Notice:** Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class mail to:

**SCHHSA:** Siskiyou County Health & Human Services Agency  
Attn: Sarah Collard, Director  
2060 Campus Drive  
Yreka, CA 96097-3321  
Phone: (530) 841-4100

**SHERIFF:** Siskiyou County Sheriff's Office  
Attn: Sheriff Jeremiah LaRue  
305 Butte Street  
Yreka, CA 96097  
Phone: (530) 842-8301

14. **Severability:** If any provision of this MOU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the provision will either be reformed to comply with applicable law or stricken if not so conformable. The validity and enforceability of the remaining provisions, or portions of them, will not be affected.

15. **Waiver:** No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision or any other. Any waiver granted by a party to this MOU shall be in writing.

16. **Covenant:** This MOU has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this MOU shall be determined and governed by the laws of the State of California.

17. **Entire Agreement:** This MOU supersedes all previous MOUs, agreements and negotiations, whether written or oral, and constitutes the entire understanding of the parties hereto. SHERIFF shall be entitled to no benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by all parties. SHERIFF specifically acknowledges that in entering into and executing this MOU, SHERIFF relies solely upon the provisions contained in this MOU and no others.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

**SISKIYOU COUNTY SHERIFF'S OFFICE:**

By: DocuSigned by:  
*Jeremiah LaRue*  
D1A93549AC044DE Date: 12/19/2022  
Jeremiah LaRue, Sheriff

**SISKIYOU COUNTY HUMAN SERVICES AGENCY:**

By: DocuSigned by:  
*Dr. Sarah Collard*  
F7262EB4B40F42B... Date: 12/20/2022  
Sarah Collard, Ph.D., Director

**COUNTY OF SISKIYOU:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brandon A. Criss, Chair  
Board of Supervisors, County of Siskiyou

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Edward J. Kiernan, County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Fund	Org	Account	Actv	NTE
2129	401031	795000	8346	\$117,000.00
1002	202010	595000	8346	(\$116,000.00)
1003	202222	595000	8346	(\$ 1,000.00)

By: \_\_\_\_\_  
Diane Olson, Auditor-Controller

**APPROVED AS TO INSURANCE REQUIREMENTS:**

By: \_\_\_\_\_  
Melissa Cummins, Personnel and Risk Management Officer

Exhibit "A"  
Scope of Work

1. Overview

- a. Siskiyou County Sheriff's Department will provide PEI services to students enrolled in Siskiyou County traditional and non-traditional elementary and middle schools.
- b. Services are intended to improve decision-making and communication skills through peer interaction and role-playing scenarios. The program also addresses coping skills, assessing risk, support networks and emotional and mental health topics.
- c. PEI services shall include the following programs:
  - i. D.A.R.E. – "keepin' it REAL"
  - ii. D.A.R.E. PLUS
- d. D.A.R.E. – "keepin' it REAL" programs shall include ten visits per "core" class. Graduation Ceremony to be given at the end of each set of presentations.
- e. Traditional school sites to be contacted and offered services include, but are not limited to –
  - i. Montague Elementary
  - ii. Fort Jones Elementary
  - iii. Happy Camp Elementary
  - iv. Dunsmuir Elementary
  - v. Tulelake Elementary
  - vi. Butte Valley Elementary
- f. Non-Traditional school sites to be contacted and offered services include, but are not limited to –
  - vii. Golden Eagle Charter School
  - viii. Mattole Charter School
  - ix. Covenant Chapel School
  - x. Siskiyou Christian School

2. Outcome and Evaluation

- a. Demographic data is required for each student participating in the D.A.R.E. or D.A.R.E. PLUS program. A demographic form must be completed prior to participation in the program.
- b. A Pre-Test and Post-Test will be utilized at each site. A Pre-Test and Post-Test Summary Report will be provided on a monthly basis for each site, and is

to be submitted to the Behavioral Health Division MHSA Coordinator on or before the 15<sup>th</sup> day of the following month.

- c. Attendance information will be submitted to the Behavioral Health Division MHSA Coordinator on a monthly basis for all classes held. The Siskiyou MHSA Coordinator will provide service report training and forms as needed. The only services authorized for payment will be those services that have been reported to and approved by the MHSA Coordinator, entered into the Apricot System. The monthly service report shall be submitted no later than the 15<sup>th</sup> of the following month and must match the submitted invoice.

### 3. Compensation

- a. Labor: The total compensation payable for staff time and commute cost for the D.A.R.E. – “keepin’ it REAL” and D.A.R.E. PLUS programs shall not exceed the sum of One Hundred Sixteen Thousand Dollars and No/100 cents (\$116,000.00).
- b. Materials: The total compensation payable under this agreement for materials shall not exceed the sum of One Thousand Dollars and No/100 cents (\$1,000.00). Materials include, but are not limited to:
  - D.A.R.E./D.A.R.E. PLUS Student Workbooks
  - D.A.R.E. Student Name Cards
  - D.A.R.E./D.A.R.E. PLUS Student Certificate’s
  - Pre-Test and Post-Test
  - Graduation Ceremony supplies
- c. The total compensation payable under this agreement shall not exceed the sum of One Hundred Seventeen Thousand and No/100 Dollars (\$117,000.00) for staff time, commute costs, and materials.
- d. Billing: SHERIFF shall provide to SCHHSA an itemized invoice, dates of service, and the charges for the services. Billing will be submitted within 30 days following the month end of service. SCHHSA shall pay within 30 days of receipt of invoices from SHERIFF to SCHHSA, and approval and acceptance of the work by SCHHSA.