

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY COUNTY OFFICE OF EDUCATION
AND
MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU**

I. DECLARATION

This Memorandum of Understanding (“MOU”) is entered into by and between the **Monterey County Office of Education**, herein referred to as “MCOE,” and **the Monterey County Health Department, Behavioral Health Bureau**, herein referred to as “County,” for the purpose of implementing the Interconnected Systems Framework into Monterey County schools with awarded Mental Health Student Services Act grant funds. The purpose of this MOU is to identify roles and responsibilities of each of the affected parties.

II. BACKGROUND

In 2021 the Mental Health Services Oversight and Accountability Commission awarded the County a 4-year Mental Health Student Services Act (MHSSA) grant to provide mental health support services in Monterey County public schools. The County partnered with MCOE to provide support in the implementation of the Interconnect Systems Framework (ISF) by overseeing the implementation of Positive Behavior Interventions and Supports (PBIS) and ISF at select Monterey County schools as part of the MHSSA grant award.

PBIS is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The ISF aims to build upon the limitations of PBIS and school mental health and integrate both systems into one comprehensive model that can be implemented in a multi-tier framework. Multi-Tiered Systems of Support align with the public health model of universal promotion and prevention, secondary early intervention, and tertiary treatment. When implemented with fidelity, the ISF increases collaboration, efficiency and communication between the education and mental health systems.

III. PROGRAM GOALS

To support Monterey County public schools in developing an ISF Framework by integrating a multi-tiered system of social emotional services and supports that cultivates mental health and wellness for students, families and learning communities by:

- a. Building increased partnerships between mental health and education through training geared to increase knowledge of trauma, adverse childhood experiences, providing trauma informed education, and expansion of the multi-tiered system service array for staff and students.
- b. Supporting school-based and community-based strategies to improve access to care through increasing the number of school-based mental health clinicians available on

school sites, thereby supporting students with interventions and supports that directly treat or address the mental health needs of the students.

- c. Enhancing crisis services for youth on campus. With an increased mental health presence on campuses, any student identified as having an urgent or crisis need will have risk assessment and crisis triage services available to them.

IV. PRINCIPLES OF MOU

The general areas of responsibility and a description of services among the parties to this MOU are detailed in Exhibit A.

V. GENERAL PROVISIONS

A. Indemnification

County shall indemnify, defend, and hold harmless MCOE, its County Board of Education, County Superintendent of Schools, officers, employees, representatives and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), arising out of County's performance of work hereunder or its failure to comply with its obligations contained in the MOU, except such loss or damage which was caused by the negligence or willful misconduct of MCOE.

MCOE shall indemnify, defend, and hold harmless County, its officers, employees, representatives and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), arising out of MCOE's performance of work hereunder or its failure to comply with its obligations contained in the MOU, except such loss or damage which was caused by the negligence or willful misconduct of the County.

B. Insurance

1. County, at its sole cost and expense, shall maintain insurance or self-insure its activities in connection with this MOU.
2. MCOE, at its sole cost and expense, shall maintain insurance or self-insure its activities in connection with this MOU. MCOE's commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of MCOE's work, including ongoing and completed operations.

C. Term

This Agreement shall commence November 1, 2021 and remain in full force and effect through August 31, 2025, unless sooner terminated as provided herein. Either party may terminate this MOU by giving thirty (30) days written notice to the other party. This MOU is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of both parties.

D. Fiscal Provisions

County shall serve as the fiscal agent for this MOU. County shall reimburse MCOE the cost of one (1) full-time equivalent (FTE) MCOE School Climate and Culture Coordinator position to provide services defined in Exhibit A of this MOU with MHSSA grant funds. County shall reimburse MCOE up to the quarter amount per Grant Year (GY) indicated in the table below, not to exceed the total annual MOU amount per GY. The total funding for the term of this MOU shall not exceed **\$825,835**.

MCOE shall submit a claim for reimbursement under this MOU on a quarterly basis up to the GY amount, not to exceed the total MOU amount of **\$825,835**. Claims shall be submitted within fifteen (15) days after the end of each quarter, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after fifteen (15) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County. Invoices shall be emailed to: MCHDBHFinance@co.monterey.ca.us.

Estimated Quarter Invoice Amounts	GY 1 Nov. 1, 2021- Jun. 30, 2022	GY 2 Jul. 1, 2022 – Jun. 30, 2023	GY 3 Jul. 1, 2023 – Jun 30, 2024	GY 4 Jul. 1, 2024 – Jun. 30, 2025
Quarter 1 (Jul, Aug, Sep)	\$ -	\$ 53,839.75	\$ 57,521.00	\$ 61,485.00
Quarter 2 (Oct, Nov, Dec)	\$ 33,613.00	\$ 53,839.75	\$ 57,521.00	\$ 61,485.00
Quarter 3 (Jan, Feb, Mar)	\$ 50,419.50	\$ 53,839.75	\$ 57,521.00	\$ 61,485.00
Quarter 4 (Apr, May, Jun)	\$ 50,419.50	\$ 53,839.75	\$ 57,521.00	\$ 61,485.00
Total GY Amount	\$ 134,452.00	\$ 215,359.00	\$ 230,084.00	\$245,940.00

E. Meeting/Communication

County and MCOE shall monitor ISF implementation primarily through communication between the County Behavioral Health Deputy Director of Children’s Services, and/or designee, and the MCOE Superintendent and/or their designee. MCOE shall provide updates at grant meetings and shall submit reports that are in compliance with grant reporting requirements and standard funding restrictions set forth in the MHSSA grant.

F. Confidentiality

The guiding principle related to consent for release and exchange of information shall be that all agencies must protect children and families from unauthorized disclosure of private information unless permitted by statute, court order, or a signed consent. The specific goal for sharing of information is to develop an effective, comprehensive, and integrated system of child and family services, and to facilitate the monitoring and evaluation of funded services. MCOE consents to participation in an integrated system of services for children and families and will be required to comply with established confidentiality protocols and

common policies and procedures for obtaining informed consent for release and exchange of information. This consent authorizes the gathering, exchange and release of information, and/or records for integrated children's services programs, as defined and provided for in Section 18986.46, et seq., of the California Welfare and Institutions Code. MCOE agrees to indemnify and hold harmless County for any and all damages or losses that incur as a result of the MCOE's breach of the client's right to confidentiality.

G. Modification

This MOU may be modified only by an instrument in writing signed by MCOE and County.

H. Termination

MCOE and County may cancel this MOU at any time upon thirty (30) calendar day's written notice. In addition, if MCOE defaults in performance of its work under this MOU, County may immediately terminate this MOU by written notice to MCOE.

I. Termination due to Cessation of the MHSSA Grant Funding

County shall have the right to terminate this MOU upon three (3) days' written notice in the event that the receipt of funds by County is reduced, suspended or terminated for any reason.

J. Assignment

This MOU may not be assigned without the prior written consent of MCOE and County.

K. Entire Agreement

This MOU constitutes the entire agreement between the parties and supersedes all previous communications, representations, or agreements regarding this subject, whether written, or oral, between the parties.

L. Exhibits

Exhibit A: Duties and Responsibilities

M. Notice

Notice to the parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

Elsa M. Jimenez,
Director of Health
1270 Natividad Road
Salinas, CA 93906
Tel: 831-755-4743
Fax: 831-755-4797

Dr. Deneen Guss
County Superintendent
901 Blanco Circle
Salinas, CA 93901
Tel: 831-784-4244

IN WITNESS WHEREOF, County and MCOE have executed this MOU as of the day and year written below.

MONTEREY COUNTY

**MONTEREY COUNTY
OFFICE OF EDUCATION**

By: _____
Elsa M. Jimenez, Director of Health

Name: _____
Colleen Stanley

Date: _____

Title: _____
Chief Business Official

Approved as to Form

By: _____
DocuSigned by:
Stacy Saetta
C0ECE1B99E444A9

By: _____
DocuSigned by:
Colleen Stanley
A6B4F6C26DB2470...

Deputy County Counsel

Date: _____
3/23/2022 | 8:58 AM PDT

Signature of Authorized
District Official

Date: _____
3/17/2022 | 3:06 PM PDT

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Joey Nolasco
F60C442ED05B437...

Name: _____
Caryn Lewis, Ed.D

Date: _____
Auditor/Controller
3/24/2022 | 9:28 AM PDT

Title: _____
Assistant Superintendent

Approved to Risk Management

By: _____
DocuSigned by:
Danielle P. Mancuso
2AFDFB09D2744CC...

By: _____
DocuSigned by:
Caryn Lewis, Ed.D
155BE51E0CEC494...

Date: _____
Risk Management
3/23/2022 | 8:15 AM PDT

Signature of Authorized
District Official

Date: _____
3/17/2022 | 7:33 PM PDT

EXHIBIT A: DUTIES AND RESPONSIBILITIES

In accordance with the principles of this MOU, the duties and responsibilities of the parties are outlined as follows:

I. MCOE AGREES TO:

- A. Assign a School Climate and Culture Coordinator to act as the primary point of contact for ISF implementation at the following school districts/school sites. MCOE shall include MCBH in the hiring selection process for a School Climate and Culture Coordinator.

District	GY 1	GY 2	GY 3	GY 4
	November 1, 2021 - June 30, 2022	July 1, 2022 - June 30, 2023	July 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025
Alisal Union	Monte Bella Elementary, Martin Luther King Jr. Academy, Jesse G. Sanchez School, Creekside Elementary School	Monte Bella Elementary, Martin Luther King Jr. Academy, Jesse G. Sanchez School, Creekside Elementary School	Monte Bella Elementary, Martin Luther King Jr. Academy, Jesse G. Sanchez School, Creekside Elementary School	Monte Bella Elementary, Martin Luther King Jr. Academy, Jesse G. Sanchez School, Creekside Elementary School
Gonzales Unified	La Gloria Elementary	La Gloria Elementary	La Gloria Elementary	La Gloria Elementary
King City Union	Chalone Peaks Middle	Chalone Peaks, Del Rey Elementary	Chalone Peaks Middle, Del Rey Elementary, King City Arts Magnet	Chalone Peaks Middle, Del Rey Elementary, King City Arts Magnet, Santa Lucia Elementary
Salinas City Elementary	Boronda Meadows, Sherwood Elementary	Boronda Meadows, Sherwood Elementary, El Gabilan	Boronda Meadows, Sherwood Elementary, El Gabilan, Natividad Elementary, University Park, Roosevelt Elementary	Boronda Meadows, Sherwood Elementary, El Gabilan, Natividad Elementary, University Park, Roosevelt Elementary
Salinas Union High	Everett Alvarez High, Harden Middle School	Everett Alvarez High, Harden Middle School, North Salinas High	Everett Alvarez High, Harden Middle, North Salinas High, Alisal High,	Everett Alvarez High, Harden Middle, North Salinas High, Alisal High
San Antonio Union	None	San Antonio Elementary	San Antonio Elementary	San Antonio Elementary
Soledad Unified	Soledad High	Soledad High, Mainstreet Middle School	Soledad High, Mainstreet Middle School, Jack Francioni Elementary	Soledad High, Mainstreet Middle School, Jack Francioni Elementary

- B. Coordinate and facilitate monthly ISF Management Team meetings to include:
- MCOE Countywide MTSS Coordinator and/or MCOE School Climate and Culture Coordinator
 - MCBH On-Site Therapist
 - MCBH Unit Supervisor
 - Partners for Peace
 - Site Principal, and/or Assistant Principal
 - Intervention Specialist
 - Lead Counselor
 - Community Liaison
 - School Social Worker
 - District PBIS Coordinator
 - District PPS Director
 - Community agency partners
- C. Tier 1 – Primary PBIS Team Training:
MCOE shall provide training on the development and maintenance of Tier 1 systems that may include:
- School Wide Behavior Expectations
 - Classroom Practices & Lesson Plans for Teaching Expectations
 - Acknowledgement & Consequence Systems
 - Parent Engagement
 - Data-based Decision Making
 - Mental Health Trainings: MCOE shall work with school site to build school capacity for sustainability of ISF implementation and efforts, and collaborate with the ISF Team to customize MCBH Tier 1 training to meet the mental health needs of the school site learning community.
- D. Tier 2 – Secondary PBIS Team Training
MCOE shall provide training on the development and maintenance of Tier 2 systems that may include:
- Check In Check Out (CICO) Foundations
 - Check and Connect- Developing longer term support for students
- E. Tier 3 – Tertiary PBIS Team Training
Plan, coordinate, and deliver Tier 3 training on topics that may include:
- Person-centered planning and strategies
 - Re-design and improvement of learning and teaching environments
 - Use of tools to create a Functional Behavior Support Plan for individual students
 - Integrating PBIS Tier 3 supports into the Student Study Team (SST) process
- F. ISF Implementation Inventory (ISF II) Technical Assistance and Support:
MCOE shall facilitate the completion of the ISF II by the participating school site ISF Leadership Team. Support will also be provided in the development of an ISF Action Plan

based upon ISF II results. The ISF II will be completed at least twice during the term of this agreement to obtain pre and post measurements to evaluate fidelity and progress with ISF program implementation.

G. Data Sharing

MCOE will be granted access to SWIS data stored in the district and school information systems and will monitor improvement or changes in problem behaviors by observing data for minor or major referrals. Individual student data will also be accessible and will include data on all three tiers. Access will be password-protected, and all student information will remain confidential. Additionally, MCOE will provide outcome data from the ISF II obtained through the ISF Field Training system. Data reports to the ISF team will be provided at least twice per school year. MCOE shall also report the following:

- Number of staff reached
- Number and type of trainings per school site

H. Provide technical assistance and coaching supports to build school capacity to sustain ISF implementation and efforts. Customize trainings to meet needs of the school and school sites working alongside with District MTSS/PBIS Director.

I. Support districts in developing PBIS/positive school climate policies.

J. Review district PBIS implementation plans.

K. Act as liaison with juvenile justice, participating school districts, and non-profit partners to ensure services are coordinated and aligned to support PBIS.

L. Manage and review PBIS evaluation data to monitor and support implementation efforts.

M. Communicate with and provide data to the ISF implementation program evaluator to ensure all project objectives are achieved.

N. Search for future grant funding and other sustainable strategies to maintain the work after the grant period ends.

O. Present data and project goals to cross-sector stakeholders.

II. COUNTY AGREES TO:

A. Act as a fiscal agent for the ISF implementation for the MOU term.

B. Collaborate with MCOE to provide leadership and refine the ISF implementation, as needed.

C. When applicable, the Children Services County Deputy Director and/or designee will provide MCOE consultation, on-going monitoring and evaluation, and regular reflective

oversight and management to ensure goals and expected outcomes of the program are being met.

III. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Children Behavioral Health, Services Education
299 12th Street Suite A
Marina, CA 93933
(831) 647-7651