

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MONTEREY, ON BEHALF OF THE  
COUNTY OF MONTEREY HEALTH DEPARTMENT,  
BEHAVIORAL HEALTH BUREAU  
AND  
ALISAL UNION SCHOOL DISTRICT**

This Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered into by and between the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau (hereinafter referred to as “County”) and the **Alisal Union School District** (hereinafter referred to as “District” or “School District”), together referred to as “Parties” and singularly as “Party”.

**RECITALS:**

WHEREAS, the School District is the recipient of Local Control Funding Formula (LCFF) funds due to changes in the FY 2013–14 State budget package which replaced the previous K–12 finance system with the new LCFF;

WHEREAS, the School District is required to develop a Local Control and Accountability Plan (LCAP) and has identified in that plan the need to provide therapeutic services to students who require such services;

WHEREAS, the County provides behavioral health services through the Health Department’s Behavioral Health Bureau and to the extent that annual funding allows, is committed to assisting schools in Monterey County with the provision of therapeutic services to students who require them;

WHEREAS, the School District has requested assistance from the County for the provision of therapeutic services to enrolled students; and

NOW THEREFORE, this MOU is created for the purpose of setting forth the terms and conditions under which the County and the District will collaborate to ensure the provision of therapeutic services to the students of the district.

**1. Term of MOU**

This MOU shall be in full force commencing **July 1, 2022** and ending **June 30, 2023**, unless terminated or amended pursuant to this MOU.

**2. Exhibits**

The following attached exhibits are incorporated herein by reference and constitute as a part of this Memorandum of Understanding:

EXHIBIT A: PROGRAM DESCRIPTION

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION

(executed by County and District)

EXHIBIT D: COUNTY INSURANCE

EXHIBIT E: SCHOOL DISTRICT INSURANCE

**3. Screening**

The Parties shall comply with applicable laws, regulations, and District policies related to criminal records checks, fingerprinting, and tuberculosis screenings.

**4. Maintenance and Confidentiality of Patient Information**

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements and Exhibit C. Such records shall include a description of all services provided by the County in sufficient detail to make possible all evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.

b. The County and District shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

**5. Modification**

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

**6. Termination**

a. Termination Without Cause. Either Party may cancel this MOU at any time upon thirty (30) calendar days of written notice.

b. Termination With Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching Party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

**7. Assignment**

This MOU may not be assigned without the prior written consent of the Parties.

## **8. General Provisions**

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. **Non-discrimination.** During the performance of this Agreement, the Parties shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in the Parties' employment practices or in the furnishing of services to recipients. The Parties shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, School District's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- c. **Third Party Rights.** Nothing in this MOU shall be construed to give any rights, benefits, or obligations to anyone other than School District and the County.
- d. **Independent Contractor.** The County shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of the County under this MOU shall be deemed to be an officer, employee or agent of the District in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the District.
- e. The County's obligations with regard to any personnel it retains, employs, or contracts with shall include paying all federal and state withholding taxes applicable to employees and complying with federal and state wage-hour obligations (including overtime), workers' compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

## **9. Mutual Indemnification**

- a. The District shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this MOU by The District and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this MOU to provide the broadest possible coverage for the County. The District shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which The District is obligated to indemnify, defend and hold harmless the County under this MOU.
- b. County shall indemnify, defend, and hold harmless the District, its officers, agent and employees from any claim, liability, loss, injury or damage arising out of, or in

connection with, performance of this MOU by the County and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the District. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the District. The County shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the District under this MOU.

**10. Limitation of Liability**

Each Party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the Party's required insurance coverage, as stated within Exhibit D and Exhibit E, respectively, copies of which are attached hereto and incorporated herein by this reference.

**11. Insurance**

a. County Insurance. The County shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

b. School District Insurance. School District shall secure and maintain the insurance coverage or self-insurance described in Exhibit E, a copy of which is attached hereto and incorporated herein by this reference.

**12. Cultural Competency and Linguistic Accessibility**

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable County Therapists to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

b. The District shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the District shall provide services to eligible individuals in their primary language through linguistically proficient District staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

c. For the purposes of this section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity for and facilitates their use.

### 13. Notices

Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to School District, to:  
Alisal Union School District  
155 Bardin Road  
Salinas, CA 93905  
Attn: Jim Koenig  
Superintendent  
Tel: 831-752-5700  
Fax: 831-753-5709

If to the County, to:  
Monterey County Health Department  
1270 Natividad Road  
Salinas, CA 93906  
Attn: Elsa M. Jimenez,  
Director of Health  
Tel: 831-755-4743  
Fax: 831-755-4797

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

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

**MONTEREY COUNTY**

**ALISAL UNION SCHOOL DISTRICT**

By:

Elsa M. Jimenez, Director of Health

Dated:

DocuSigned by:  
By: *Jim Koenig*

(Signature of Superintendent)

Jim Koenig Superintendent

Printed Name and Title

Dated: 9/19/2022 | 2:40 PM PDT

Approved as to Form<sup>1</sup>

DocuSigned by:  
*Stacy Saetta*

Deputy County Counsel

11/8/2022 | 2:19 PM PST

Dated:

DocuSigned by:  
*Rais Abbasi*

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*

Rais Abbasi Associate Supt

Printed Name and Title

Dated: 9/21/2022 | 3:58 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

DocuSigned by:  
*Jennifer Forsyth*

Auditor/Controller

Dated: 11/8/2022 | 4:20 PM PST

Approved as to Risk Management<sup>3</sup>

DocuSigned by:  
*Danielle P. Mancuso*

Risk Management

Date: 11/8/2022 | 2:42 PM PST

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **PROGRAM 1: GENERAL EDUCATION**

#### **1. Services and Responsibilities of the County**

a. The County will assign to District a County Psychiatric Social Worker(s) (“County Therapists”), for the provision of behavioral health services (“Therapeutic Services”) for students in School District. Therapeutic Services shall include, individual therapy, group therapy, family therapy, parent and/or teacher consultation, treatment planning, classroom observation, teacher training, parent education, support with psychiatric appointments, referrals for crisis intervention and teletherapy, as needed. Therapeutic Services shall also include intensive in-home behavioral intervention and support where indicated. The County shall maintain the files and all required documents relating to any Therapeutic Services provided by County Therapists to all students pursuant to this MOU. The County shall respond to any requests from a student or his/her parent or guardian regarding such services, files, or documents.

b. The County shall integrate services and participate in Tier II/III meetings in schools implementing the Positive Behavioral Intervention and Supports (PBIS) program to assist with the selection of and provision of evidence- based therapeutic services.

c. The County shall be solely responsible for managing, monitoring, and overseeing County Therapists in the provision of Therapeutic Services at the District. Responsibility of the conduct of County Therapists shall remain solely with the County. County shall designate a County Supervisor to provide ongoing clinical supervision for the County Therapists providing Therapeutic Services to ensure that support, guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite clinical supervision at least on a bi-monthly basis at each school where services are provided to ensure appropriate administrative and clinical oversight.

Each County Therapist’s direct supervisor shall be a County Unit Supervisor who reports directly to the County Services Manager. The Unit Supervisor’s duties include, but are not limited to:

- Clinical supervision and performance evaluation of County Therapists;
- Coordinate and assign referrals, and oversee scheduled work hours;
- Ensure coverage of services in the event of an unplanned absence; and
- Work with the District to make any needed adjustments to the scheduling of work hours due to the District’s school calendar year.

d. Each County Therapist shall comply with all County and State certification and licensing requirements. The County ensures that the County Therapists whom it assigns to the District shall deliver services within their scope of licensure and practice and will perform the scope of activities and services required to fulfill the Therapeutic Services needed by the District’s students. The County Therapists shall be employees of the County, and the County shall pay

all salaries and expenses owed to the County Therapists related to the County Therapists' services for the District pursuant to this MOU.

e. The County will manage and monitor the status of Therapeutic Services provided in the District and will report data required by the District which conforms to the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

f. The County will provide office furniture, supplies, IT equipment and IT support to appropriately equip County Therapists with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Therapists assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

g. The County shall designate a Services Manager or designee who will oversee and be the point of contact for the District for all issues associated with the services to be provided by the County as described in this MOU.

h. The County agrees to meet bi-monthly with the District Student Services Manager or designee beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by County Therapists.

i. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

## **2. Services and Responsibilities of the District**

a. The District agrees to provide a confidential and private office and/or meeting space and any equipment necessary (other than the equipment provided by County in Section 1(g) of this MOU) for the implementation of services provided by County Therapists. In the event of termination of services, the County will retrieve all County- owned equipment, furniture, and supplies.

b. The District will assign a District Student Services Manager or designee to serve as the point of contact for the County for any and all issues or concerns that arise regarding delivery of services by the County associated with this MOU.

c. The District agrees to assign a Student Services Manager to meet on a bi-monthly basis beginning the first month of school and as needed with the County Service Manager or designee and/or the County Therapist assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist.

d. The District agrees to include County Therapists in PBIS trainings and meetings held at each school site to ensure successful integration of mental health interventions and effective utilization of resources.



## **PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK**

### **1. Background**

In 2021 the COUNTY was awarded a 4-year Mental Health Student Services Act (MHSSA) grant through the Mental Health Services Oversight and Accountability Commission (MHS OAC) to provide mental health support services in Monterey County public schools. County allocated MHSSA grants funds to expand clinical services and to train school staff on the Interconnected Systems Framework (ISF) methodology and Positive Behavior Interventions and Supports (PBIS). 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 Positive Behavioral Interventions and Supports and School Mental Health to 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.

During Grant Year (GY) 2 (July 1, 2022 – June 30, 2023) of the 4-year grant cycle, program services will be implemented in Monte Bella Elementary, Martin Luther King Jr. Academy, Jesse G. Sanchez School, and Creekside Elementary School.

### **2. Program Goals**

To support Monterey County public schools in developing an Interconnected Systems 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.

### **3. Services and Responsibilities of the County**

- a. Plan, coordinate, and deliver Tier 1 Trainings. Trainings will be coordinated by the County Unit Supervisor in collaboration with the District PPS Director and/or Site Administrator. Additional mental health related training needs to be identified by **school site** ISF team through collaborative discussion and evaluation of school data. Tier 1 trainings are

available for all staff, students and parents/caregivers in the learning community and may include:

- Mindfulness
- School-based Risk Assessment/Suicide Prevention and Response
- Trauma-Informed Education/Healing Centered-Engagement
- Self-Care for Learning Communities
- LGBTQ+ Best Practices
- Cultivating Relationships with LGBTQ+ Students: Essential Practices for Learning Communities
- We are Family/Somos Familia: Understanding the Experience of LGBTQ+ Youth
- Classroom presentations

b. Plan, coordinate, and deliver Tier 2 Integrated Therapy Groups. Groups will be coordinated by the on-site County clinician(s), and school counselor or ISF team member designee, in collaboration with the school site Tier 2/3 team. Tier 2 groups provided by County clinicians blend students in General Education and Special Education where possible. Group curricula may include:

- Mindfulness
- Building Healthy Relationships
- Positively Us: Exploring Identity
- Cognitive Behavioral Intervention for Trauma in Schools
- Stress-free Kids\*
- Other groups provided as mental health needs within the learning community are identified.

\*Offering for elementary school sites only.

c. Plan, coordinate, and deliver Tier 3 Parent classes. Classes will be coordinated by County Unit Supervisor and Partners for Peace. Courses will be provided in English and Spanish at varying times during the day:

- Parent Project Sr.
- Loving Solutions\*
- We are Family/Somos Family

\*Offering for elementary school sites only.

d. Plan, coordinate, and deliver Tier 3 Individualized Services and Supports. Individual therapy services will be coordinated by on-site County clinician and the school site Tier 2/3 team. Individualized services and supports may include:

- Individual therapy using evidence-based treatment modalities
- On-site risk assessment as needed
- Intensive case management
- 1:1 school staff consultation on student mental health, as needed
- Home-based 1:1 behavioral intervention and support
- 1:1 LGBTQ+ Youth Advocate
- Family Partner

- e. On-site County Clinician will attend PBIS Tier 2/3 meetings every other week at school site to provide clinical expertise that will assist in decisions through the teaming process to determine appropriate level of intervention for students with mental health needs.
- f. Attend monthly ISF Team meetings coordinated by the Monterey County Office of Education and support the ISF Implementation Plan.
- g. Data Sharing: County will provide quarterly data reports on services and support being provided for students, staff, and parents on each tier.

#### **4. Services and Responsibilities of the District**

- a. Ensure the school site maintains a PBIS Tier 2/3 team and holds monthly team meetings including County clinician.
- b. Continue to make mental health referrals through the PBIS teaming process to ensure appropriate level of supports and interventions.
- c. Work collaboratively to support ISF implementation at the school site. School site administrator(s) agree to attend to monthly meetings and to provide input on ISF implementation and progress.
- d. Identify parents and caregivers in the school site learning community to participate in the Parent Project classes. The school site Community Liaison or designed will coordinate dates and enrollment with agency representatives from Partners for Peace.
- e. Support staff to attend ISF training opportunities
- f. Ensure administration and completion of the ISF Implementation Inventory (ISF II) at least one time per year to identify strengths and needs that will drive the focus of ISF efforts. Participate in the ISF Action Plan based on upon ISF II results
- g. Work with the ISF Team on evaluating school data to assess ISF training needs.
- h. Maintain a Check-In/Check-Out system that can be monitored through the collection and evaluation of products via the CICO Handbook (a portion of the school PBIS Handbook) and assessment measures, such as SWIS, SAS and TFI data. The Tier 2 team will review student data to determine student supports and interventions.
- i. Sustain implementation of Tier 1 and Tier 2 interventions by continuing to be assessed through assessments, such as the SAS, and TFI. These assessment scores will provide information regarding specific training needs and fidelity of PBIS implementation.
- j. Enter in student data into SWIS, suspension, truancy, mental health referrals provide on a beginning end twice a year, pre and post, ISF scores.
- k. Attend monthly ISF Team meetings coordinated by the Monterey County Office of Education and support the ISF Implementation Plan.

## **EXHIBIT B: PAYMENT PROVISIONS**

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- I. Subject to the limitations set forth herein, School District shall pay County, in arrears, the total maximum amount not to exceed **\$273,685** for the provision of County's services during the term of this Agreement and in accordance with the following schedule:

A.

<b>Program</b>	<b>Term</b>	<b>Total Maximum Annual Amount</b>
Program 1: General Education	August 1, 2022 - June 30, 2023	\$273,685
Program 2: Interconnected Systems Framework	July 1, 2022 - June 30, 2023	\$0
<b>Total Maximum Amount</b>		<b>\$273,685</b>

II. **Invoice:**

A. **Program 1: General Education**

County - To offset the cost of services to the School District, County agrees to seek Medical reimbursement for Therapeutic Services provided pursuant to this MOU for all Medical eligible beneficiaries served. The County shall invoice School District one-fourth (1/4<sup>th</sup>) of the total annual estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of Therapeutic services since County is reimbursed FFP directly by the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section I.A. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

District - The District agrees to pay the County for the non-FFP reimbursable portion of the total costs to provide Therapeutic Services, up to the total maximum amount outlined in Exhibit B: Payment Provisions, of this MOU.

B. **Program 2: Inter-Connected Systems Framework**

There is no fiscal exchange between School District and County. The County is responsible for the total cost of the program since County is reimbursed MHSSA grant funds directly by the MHS OAC. It is mutually agreed that if there is a reduction in grant funds to the County for program services, neither party shall be obligated to perform any provisions of this program from date of notification. County, in its sole and absolute discretion after consultation with the School District, may elect to terminate this program by giving written notice of program termination to School District effective immediately or on such other date as County specifies in the notice.

The County shall prepare a quarterly invoice based on actual costs and estimated revenues and will submit its invoice for the requested amount within thirty (30) days after the end of each quarter along with such other information pertinent to the invoice. Invoices shall be submitted to the School District at the following address:

Alisal Union School District  
155 Bardin Road  
Salinas, CA 93905

School District shall pay the County's invoice in the requested amount within 30 days of receiving the County's invoice.

- III. If for any reason this MOU is terminated, the School District's maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
- IV. As an exception to Section (c) above with respect to the Survival of Obligations after Termination, School District shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.

## **EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION**

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**Confidentiality of Patient Information and Records.** All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”); the federal Confidentiality of Alcohol and Drug Abuse Patient Records under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (the “Part 2 Regulations”); the Lanterman-Petris-Short Act (“LPS”), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code § 120975; and California Civil Code Section 1798.29

“Patient Information “includes any individually identifying information related to a patient/recipient of behavioral health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Patient Information “includes all health information the Parties have obtained about a patient/recipient of services, including the mere fact that patient is receiving alcohol or drug treatment from the County or has been referred to an alcohol or drug treatment program by the County, whether or not a documentary record of such information exists.

**Ownership of Data.** All Patient Information created or received by the County in connection with the provision of behavioral health services under this Agreement shall be and remain the property of the County and the County shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “County Data”.

**Use and Disclosure of Information.** In relation to the services being provided by the County pursuant to this MOU, the District may require access to County Data regarding the progress of students receiving the therapeutic services. The County shall disclose County Data to District solely as set forth below. The County may provide County Data to District pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The County also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to District as necessary in connection with its performance of Services under this Agreement.

District shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the Confidentiality of such information and to prevent further use or disclosure. District acknowledges that County Data regarding a patient whose records are subject to the Part 2 Regulations may not be re-disclosed to another entity without specific authorization from the patient or his/her legally authorized representative for such re-disclosure. In addition, District shall obtain the County's prior written consent to any disclosure of County Data, except as required by law. The County, through the Behavioral Health Director, shall have access to any Patient Information obtained by District in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

In relation to the services being provided by County pursuant to this MOU, the County may also require access to District records and information, including but not limited to "education records" relating to the students receiving the therapeutic services ("District Data"). The County will use District Data only for the purpose of fulfilling its duties under this MOU and will not share such data (including anonymized data) with, or disclose it to, any third party without the prior written consent of the District, except as required by law and except to third party contractors retained by the County to provide services related to this MOU.

The County will provide access to District Data to its employees, subcontractors and third party contractors who need to access the data to fulfill the County obligations under this MOU. The County will ensure that employees and subcontractors who perform work under this MOU are bound to strict obligations of confidentiality no less rigorous than those set forth herein. If the County will have access to "education records" for the District's students as defined under the Family Educational Rights and Privacy Act (FERPA), the County acknowledges that for the purposes of this MOU it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the County agrees to abide by the FERPA limitations and requirements imposed on school officials. The County shall train all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this MOU, which are applicable to the County and County's employees. The County will use the education records only for the purpose of fulfilling its duties under this MOU for District's and the students' benefit, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by the District.

If the District receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) ("requests") or requests seeking County Data, the District may advise the requesting party that the documents are not in the District's possession and that all requests should be directed to the County. The District shall respond to any such requests seeking District Data.

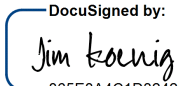
Upon termination or expiration of this MOU, the County will return or securely destroy District Data as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. In the event that the District requests destruction of District Data, the County agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the County might have transferred District Data. The County agrees to provide certification of data destruction to the District upon request.

District shall return or securely destroy County Data as directed by the County. Transfer to the County or a third party designated by the party shall occur within a reasonable period of time, and without significant interruption in service. In the event that County requires destruction of County Data, District agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the District may have transferred County Data. District agrees to provide certification of data destruction to County upon request.

**Penalty for Unauthorized Disclosure.** The Parties understand that disclosure of Patient Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

**Duty to Warn.** The Parties understand that persons providing services under this MOU may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

**Dissemination of these Confidentiality Provisions.** The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

<p><b>SCHOOL DISTRICT</b></p> <p><i>By my signature below, as the authorized representative of the District, I certify acceptance and understanding for myself and the District of the above confidentiality provisions</i></p> <p>DocuSigned by:    <small>865E8A4C1D3242F...</small></p>	<p><b>MONTEREY COUNTY</b></p> <p><i>By my signature below, as the authorized representative of the County, I certify acceptance and understanding for myself and the County of the above confidentiality provisions.</i></p>
Signature of Authorized Representative Jim Koenig	Signature of Authorized Representative
Name of Authorized Representative (printed) Superintendent	Name of Authorized Representative (printed)
Title of Authorized Representative Date: 9/19/2022   2:40 PM PDT _____	Title of Authorized Representative Date: _____



## **EXHIBIT D: COUNTY INSURANCE**

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The County certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct **shall be endorsed to include the School District as a Supplemental Member with respect to this MOU for Therapeutic Services.** Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the County, its officers, directors, agents, and/or employees. The County, upon execution of this MOU, shall furnish School District with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to School District of any modification, change or cancellation of any of the above insurance coverages.

## **EXHIBIT E: SCHOOL DISTRICT INSURANCE**

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School District certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then School District shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. School District shall maintain insurance or self-insurance with a self-insured retention of five million dollars (\$5,000,000) and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering School District's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Section 2 above shall be endorsed to include the County of Monterey ("County") as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of School District, its officers, directors, agents, and/or employees. School District, upon execution of this MOU, shall furnish the County with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the County of any modification, change, or cancellation of any of the above insurance coverages.