

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING A-15567
BY AND BETWEEN
COUNTY OF MONTEREY, ON BEHALF OF
MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU
AND
MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

This **AMENDMENT NO. 1** to MEMORANDUM OF UNDERSTANDING A-15567 is made by and between the **COUNTY OF MONTEREY**, on behalf of the Monterey County Health Department, Behavioral Health Bureau, a political subdivision of the State of California, hereinafter referred to as “MCBH,” and **MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**, hereinafter as to “SELPA.”

WHEREAS, the MCBH and SELPA entered into MEMORANDUM OF UNDERSTANDING A-15567 for MCBH to provide Home Alternative Residential Treatment (HART), Residential Treatment, Residential Monitoring, and Mental Health Services to students of the LEAs within SELPA in the amount of \$4,732,162 for the term July 1, 2021 through June 30, 2022; and

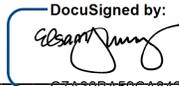
WHEREAS, the MCBH and SELPA wish to amend MEMORANDUM OF UNDERSTANDING A-15567 to revise the billing structure for the same total MOU amount not to exceed \$4,732,162 for the term July 1, 2021 through June 30, 2022.

NOW THEREFORE, the MCBH and SELPA hereby agree to amend the MEMORANDUM OF UNDERSTANDING in the following manner:

1. EXHIBIT B-1: Monterey County Billing Structure and Payment Rates replaces EXHIBIT B. All references in the MEMORANDUM OF UNDERSTANDING to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
2. Except as provided herein, all remaining terms, conditions and provisions of this MEMORANDUM OF UNDERSTANDING are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in this MEMORANDUM OF UNDERSTANDING.
3. This AMENDMENT NO. 1 shall be effective July 1, 2021.
4. A copy of the AMENDMENT NO. 1 shall be attached to the original MEMORANDUM OF UNDERSTANDING executed by the COUNTY on October 27, 2021.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to Memorandum of Understanding A-15567 to be executed by their duly authorized officers in the County of Monterey, State of California. This Amendment No. 1 to Memorandum of Understanding A-15567 is effective July 1, 2021 by and between the undersigned parties.

COUNTY OF MONTEREY:

DocuSigned by:

By: _____
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Elsa M. Jimenez, Director of Health Services
Date: 2/4/2022 | 4:43 PM PST

MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA:

DocuSigned by:

By: _____
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Kenyon Hopkins, Executive Director
Date: 1/28/2022 | 2:26 PM PST

APPROVED AS TO LEGAL FORM:

DocuSigned by:

By: _____
66EE9F4602BD412...
Deputy County Counsel
Date: 2/3/2022 | 2:14 PM PST

DocuSigned by:

By: _____
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Executive Committee Chair
Date: 2/1/2022 | 1:45 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:

By: _____
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Auditor/Controller's Office
Date: 2/3/2022 | 3:57 PM PST

DocuSigned by:

By: _____
A6B4F6C26DB2470...
Colleen Stanley Ed.D, Chief Business Official
Date: 2/1/2022 | 3:48 PM PST

APPROVED AS TO RISK MANAGEMENT

By: _____
Risk Management
Date: _____

EXHIBIT B-1:
Monterey County Billing Structure and Payment Rates

I. SERVICES

CASEMIS	MCBH
<p>Service: Individual Counseling Code: 510</p> <p>Service Description: One-to-one counseling provided pursuant to an IEP by a qualified individual. Counseling may focus on topics such as educational, career, personal, anger control, gang awareness and prevention, and substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Rational Emotive Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization,</p>	<p>Service: Individual Therapy Code: 342/272/345/772 SFC: 10-70</p>
<p>Service: Counseling and Guidance Code: 515</p> <p>Service Description: Counseling in a group setting provided pursuant to an IEP by a qualified individual. Group counseling may focus on topics such as educational, career, personal, social skills, anger control, gang awareness and prevention, substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Rational Emotive Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p>Service: Group Therapy Code: 352 SFC: 10-59</p>
<p>Service: Parent Counseling Code: 520</p> <p>Service Description: Individual or group counseling provided pursuant to an IEP by a qualified individual to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. Counseling/therapy techniques typically involve Cognitive Behavior Therapy but may also include other techniques.</p>	<p>Service: Parent Counseling Code: 322/313/222 SFC: 10-59</p>
<p>Service: Psychological Services Code: 530</p> <p>Service Description: These services provided pursuant to an IEP by a credentialed or licensed psychologist include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP.</p>	<p>Service: Collateral Code: 312/315 SFC: 10-59</p>

<p>Service: Assessment Code: N/A</p> <p>Service Description: Individual diagnostic assessment in the area of social and emotional development as specified in the student's assessment plan.</p>	<p>Service: Assessment Code: 332/392/395 SFC: 10-59</p>
<p>Service: Social Work Services Code: 525</p> <p>Service Description: Home Alternative to Residential Treatment (HART) social work services provided pursuant to an IEP by a qualified individual, include, but are not limited to, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. These services are typically provided when an IEP team has determined that a student is at imminent risk of requiring a residential placement and intense mental health support is being attempted in order to reduce the risk.</p>	<p>Service: Case Management/Brokerage Code: 302/202/305/382 SFC: 01-59</p>
<p>Service: Residential Treatment Code: 545</p> <p>Service Description: A 24-hour out-of-home placement provided pursuant to an IEP that provides intensive therapeutic services to support the educational program. Services may include mental health treatment as well as board and care.</p>	<p>Service: Residential Treatment Code: N/A SFC: N/A</p>

II. BILLING STRUCTURE / PAYMENT RATE

MCBH shall submit to SELPA a quarterly invoice in accordance to the following billing structure and payment rate.

A. Mental Health Services

MCBH shall invoice to SELPA one-fourth (1/4th) of the Total Annual Amount. The Total Annual Amount is the estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of services to students rendered from July 1, 2021 to June 30, 2022 since MCBH is reimbursed FFP directly by the Department of Health Care Services. Each quarterly invoice will be submitted within thirty (30) days after the end of each quarter.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services up to each School District's Total Annual Amount. The Total Annual Amounts per district are estimates based on the prior year's level of service in combination with average percentage of Medi-Cal recipients served through an IEP. The Total Annual Amount is subject to change if the demand for services increases, or the average percentage of Medi-Cal beneficiaries served changes,

or both. Mental Health Services shall be paid in arrears, not to exceed the total maximum amount of **\$3,288,450**.

School District	Total Annual Amount
Alisal Union School District	\$208,444.78
Big Sur Unified School District	\$1,000.00
Bradley Union School District	\$1,000.00
Carmel Unified School District	\$136,000.79
Chualar Union School District	\$10,260.65
Gonzales Unified School District	\$115,443.58
Graves School District	\$1,000.00
Greenfield Union School District	\$149,062.25
King City Union School District	\$105,748.47
Lagunita School District	\$8,976.95
Monterey County Office of Education	\$290,817.27
Mission Union School District	\$11,966.27
Monterey Peninsula Unified School District	\$598,385.53
North Monterey County Unified School District	\$175,364.72
Pacific Grove Unified School District	\$185,418.90
Salinas City Elementary School District	\$264,191.64
Salinas Union High School District	\$534,274.40
San Antonio Union School District	\$17,953.90
San Ardo Union School District	\$17,953.90
San Lucas Union School District	\$17,953.90
Santa Rita Union Elementary	\$33,098.01
Soledad Unified School District	\$222,718.13
South Monterey County Joint Union High School District	\$157,725.01
Spreckels Union School District	\$7,980.51
Washington Union School District	\$15,709.66
Grand Total	\$3,288,450.00

B. Home Alternative to Residential Treatment (HART)

MCBH shall submit to SELPA a quarterly invoice for the total cost of HART subcontracted services rendered from July 1, 2021 to June 30, 2022. Each quarterly invoice will be based on actual costs and estimated revenue and will be submitted within their (30) days after the end of each quarter.

SELPA shall pay to MCBH the full cost of the provision of HART subcontracted services. The total cost for HART is based on each subcontractor's rates and unit of services, which varies by facility. HART services shall be paid in arrears according to the terms of the Agreement between the facility and MCBH, not to exceed the total maximum amount of **\$563,535**.

C. Residential Treatment

MCBH shall submit to SELPA a quarterly invoice for the total cost of Residential

MCBH and SELPA

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Treatment subcontracted services rendered from July 1, 2021 to June 30, 2022. Each quarterly invoice will be based on actual costs and estimated revenue and will be submitted within their (30) days after the end of each quarter.

SELPA shall pay to MCBH the full cost of the provision of Residential Treatment subcontracted services. The total cost for Residential Treatment is based on each subcontractor's rates and unit of services, which varies by facility. The Residential board and care billing rate is set forth by the State of California Health and Human Services Agency, Department of Social Services. Residential Treatment services shall be paid in arrears according to the terms of the Agreement between the facility and MCBH, not to exceed the total maximum amount of **\$847,877**.

D. Residential Monitoring

MCBH shall submit to SELPA a quarterly invoice for the total cost of Residential Monitoring rendered from July 1, 2021 to June 30, 2022. MCBH shall invoice SELPA only for the non Medi-Cal portion of the costs for direct Mental Health Services provided to youth while conducting Residential Monitoring, and the full travel costs. Each quarterly invoice will be based on travel rates set forth in the County of Monterey Travel and Business Expense Reimbursement Policy which are in accordance with the IRS guidelines, the prevailing County Interim Rates (CIRs) billed to Medi-Cal less the estimated Federal Financial Participation for direct Mental Health Services, and will be submitted within thirty (30) days after the end of each quarter.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services while conducting Residential Monitoring, and the full travel costs. The Total Annual Amount is estimated based on the prior year's number of youths in placement. The Total Annual Amount is subject to change if the demand for services increases. Residential Monitoring shall be paid in arrears, not to exceed the total maximum amount of **\$32,300**.

III. MAXIMUM ANNUAL LIABILITY

Subject to the limitations set forth herein, SELPA shall pay to MCBH during the term of this Agreement a maximum amount of **\$4,732,162.00** for services rendered under this Agreement.

Services	Estimated Amount
Mental Health Services	\$3,288,450.00
HART	\$563,535.00
Residential Treatment	\$847,877.00
Residential Monitoring	\$32,300.00
Total	\$4,732,162.00

The Total Maximum Liability Amount is subject to change if the demand for services increases. Any change in the Total Maximum Liability Amount will require an Amendment to the MOU.