

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING A-15467
BY AND BETWEEN
COUNTY OF MONTEREY, ON BEHALF OF THE COUNTY OF MONTEREY
HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU AND
SOLEDAD UNIFIED SCHOOL DISTRICT**

This **AMENDMENT NO. 1** to MEMORANDUM OF UNDERSTANDING A-15467 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 "COUNTY," and SOLEDAD UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT or SCHOOL DISTRICT."

WHEREAS, the COUNTY and SCHOOL DISTRICT entered into MEMORANDUM OF UNDERSTANDING A-15467 for the COUNTY to provide therapeutic services to students in the total maximum amount not to exceed \$439,657 for the term July 1, 2021 through June 30, 2022; and;

WHEREAS, the COUNTY and SCHOOL DISTRICT wish to amend MEMORANDUM OF UNDERSTANDING A-15467 to revise the billing structure and add additional services included as Program 2: Interconnected System Framework and Program 3: Social Worker, for a revise total maximum amount not to exceed to \$532,049, which represents an increase of \$92,392 for the same term July 1, 2021 through June 30, 2022.

NOW THEREFORE, the COUNTY and SCHOOL DISTRICT hereby agree to amend the MEMORANDUM OF UNDERSTANDING in the following manner:


1. Section 2. and Section 3. of the MEMORANDUM OF UNDERSTANDING shall be included as EXHIBIT D-1: PROGRAM DESCRIPTION, Program 1: General Education.
2. Section 4. has been included as EXHIBIT E-1: PAYMENT PROVISIONS.
3. Section 5. Exhibits has been revised to included EXHIBIT D-1: PROGRAM DESCRIPTION and EXHIBIT E-1: PAYMENT PROVISIONS.
4. Except as provided herein, all remaining terms, conditions and provision of the MEMORANDUM OF UNDERSTADNING are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the MEMORANDUM OF UNDERSTANDING.
5. This AMENDMENT NO. 1 shall be effective July 1, 2021.
6. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on August 20, 2021.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NO. 1 to MEMORANDUM OF UNDERSTANDING A-15467 as of the day and year written below.

MONTEREY COUNTY

SOLEDAD UNIFIED SCHOOL DISTRICT

By: _____
Elsa M. Jimenez, Director of Health


By:  _____
(Signature of Superintendent)

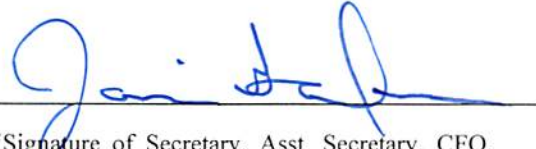
Dated: _____

Randy Bangs, Superintendent
Printed Name and Title

Approved as to Fiscal Provisions²


Dated: March 9, 2022

DocuSigned by:

F60C442ED05B437...
Auditor/Controller
Dated: 3/15/2022 | 12:48 PM PDT

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

Approved as to Form ¹

Javier Galvan, Board President
Printed Name and Title

DocuSigned by:

C0ECE1B99F444A9
Deputy County Counsel
Dated: 3/15/2022 | 7:10 AM PDT

Dated: March 9, 2022

Approved as to Form ³

Risk Management

Dated: _____

*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.

¹Approval 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.

²Approval by Auditor-Controller is required.

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

EXHIBIT D-1: PROGRAM DESCRIPTION

PROGRAM 1: GENERAL EDUCATION

Effective July 1, 2021 – June 30, 2022

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. 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 (1/4th) 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 Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount as identified in Section 4. Payment Provisions.

d. 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.

e. 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.

f. 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 A to this MOU.

g. 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.

h. 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.

i. 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.

j. 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 2(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 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 not to exceed \$439,657 as outlined in Section 4(a), Payment Provisions, of this MOU.

c. 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.

d. 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.

e. 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

**Effective November 1, 2021 – June 30, 2022*

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) 1 (November 1, 2021 – June 30, 2022) of the 4-year grant cycle, program services will be implemented in Soledad High 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

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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.

PROGRAM 3: SOCIAL WORKER
****Effective January 1, 2022 – June 30, 2022***

1. Services and Responsibilities of the County

a. The County will assign to District a County Social Worker(s), for the provision of mental health supports for students in School District. Mental health supports shall include social emotional group counseling on identified topics, mental health and wellness check-ins, parent/caregiver/teacher consultation, coordination with mental health clinicians, risk assessments, classroom observations, classroom presentations on mental health topics, teacher training and parent education, and attend PBIS/COST meetings. The County Social Worker with make mental health referrals to school COST teams for students in need of direct mental health services.

b. The County shall be solely responsible for managing, monitoring, and overseeing
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County Social Worker in the provision of mental health supports at the District. Responsibility of the conduct of County Social Worker(s) shall remain solely with the County. County shall designate a County Supervisor to provide ongoing supervision for the County Social Worker(s) providing mental health supports to ensure that guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite supervision at least on a bimonthly basis at each school where services are provided to ensure appropriate oversight.

Each County Social Worker(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:

- Supervision and performance evaluation of County Social Worker(s);
- Coordinate 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.

c. The County ensures that the County Social Worker(s) whom it assigns to the District shall deliver services within their scope of practice and will perform the scope of activities and services required to fulfill the mental health support needed by the District's students. The County Social Worker(s) shall be employees of the County, and the County shall pay all salaries and expenses owed to the County Social Worker(s) related to the provision of mental health supports for the District pursuant to this MOU.

d. The County will manage and monitor the status of mental health supports provided in the District and will report data required by the District which conforms to the Confidentiality of Patient Information Certification included as Exhibit A to this MOU.

e. The County will provide office furniture, supplies, IT equipment and IT support to appropriately equip County Social Worker(s) 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 Social Worker(s) assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

f. 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 supports to be provided by the County as described in this MOU.

g. 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 Social Worker(s).

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

i. The County agrees to track support contacts at each school site and provide quarterly reports to the district to assess and monitor existing and emerging mental health needs as identified by the County Social Worker(s).

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 2(g) of this MOU) for the implementation of mental health supports provided by County Social Worker(s). In the event of termination of services, the County will retrieve all County- owned equipment, furniture, and supplies.

b. The District agrees to collaborate with the County Unit Supervisor on the staffing plan for the school sites served and to maintain ongoing and regular communication regarding any changes to agreed upon assignments.

c. The District agrees to pay the County up to the total maximum amount not to exceed \$92,392 as outlined in Section 4(a), Payment Provisions, of this MOU.

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

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

f. The District agrees to include County Social Worker(s) in PBIS trainings and meetings held at each school site where indicated to ensure successful integration of mental health interventions and effective utilization of resources.

EXHIBIT E-1: PAYMENT PROVISIONS

a. Subject to the limitations set forth herein, School District shall pay County, in arrears, the total maximum amount not to exceed **\$532,049** for the provision of County's services during the term of this Agreement and in accordance with the following schedule:

	Program Name	Period	Total Maximum Annual Amount
1	General Education	July 1, 2021 - June 30, 2022	\$439,657.00
2	Interconnected Systems Framework	November 1, 2021 - June 30, 2022	\$0.00
3	Social Worker	January 1, 2022 - June 30, 2022	\$92,392.00
Total Maximum Annual Amount			\$532,049.00

b. For Program 1, the County shall prepare a quarterly invoice based on actual costs and estimated revenues.

For Program 2, 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.

For Program 3, the County shall prepare a quarterly invoice.

The County 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:

Soledad Unified School District
1261 Metz Road
Soledad, CA 93960

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

c. 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.

d. 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.

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