

MEMORANDUM OF UNDERSTANDING
Between the
CALIFORNIA YOUTH OUTREACH
AND
MONTEREY COUNTY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
for implementation of the
CALIFORNIA YOUTHFUL OFFENDER REENTRY PROGRAM

This Memorandum of Understanding is entered into between **California Youth Outreach (CYO)** and the **Monterey County Health Department, Behavioral Health Bureau (Behavioral Health)** for the purpose and mutual goal of implementing the California Youthful Offender Reentry Program (hereafter referred to as "CYORP") as provided herein. This Memorandum identifies the roles and responsibilities of the participating parties in support of the CYORP.

RECITALS:

This Memorandum of Understanding stands as evidence that **CYO** and **Behavioral Health** intend to work together toward the mutual goal of implementing the California Youthful Offender Reentry Program (CYORP). The purpose of this Memorandum is to identify the roles and responsibilities of the affected parties.

Both agencies have engaged in planning the CYORP and believe that our mutual implementation of the program as described herein, will further the achievement of program goals. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

- A. The CYORP provides a three-phase community reentry case management and intervention service for youth returning to the Monterey County from incarceration at the Monterey County Probation Department Youth Center ("Youth Center") and the California Department of Corrections and Rehabilitation, Division of Juvenile Justice ("DJJ"), to be supervised by Probation.
- B. Behavioral Health has a long-standing collaboration with the Youth Center in mental health service delivery and program implementation efforts.
- C. Behavioral Health's participation with the CYO and Youth Center enhances the collaboration and implementation of the CYORP services at the Youth Center. CYO and Behavioral Health hereby agree to participate in the CYORP at the Youth Center by coordinating the following roles, responsibilities, and services:

1. **ROLES AND RESPONSIBILITIES:**

a. **CYO agrees to:**

1. Provide a Community Reentry-Youth Intervention Specialist (hereafter referred to as CR-YIS) to conduct Pre-Release, Transition and Aftercare Phase services for youth being released from the Youth Center and DJJ for Probation supervision.
2. Provide on-site CR-YIS at Youth Center and DJJ locations and provide services to help better prepare the detained youth for community reentry in Monterey County.
3. CR-YIS will make contact with youth released within 72 hours after release for purposes of assisting them to implement the Reentry Service Plan prepared prior to the youth being released.
4. Conduct reentry case management, intervention services, and referral and follow-up to other needed CR-YIS services in the aftercare phase;
5. Attend team meetings with Youth Center and Behavioral Health, and other relevant staff, such as the Probation Silver Star Resource Center Multi-Disciplinary Team meetings of service providers;
6. Communicate regularly with Behavioral Health regarding case management and program implementation.

b. **Behavioral Health agrees to:**

1. Coordinate with the CYO to incorporate the CYORP, as appropriate, with one (1) therapist that is assigned to the Youth Center Aftercare Program and three (3) therapists that are assigned to work with the youth who reside at the Youth Center.
2. Support the CYORP, as applicable, by providing Behavioral Health services at the Youth Center, which include: individual, group and family therapy, case management, and medication support. The group curricula consist of the Aggression Replacement Training (ART) and Seven Challenges.
3. Participate, as appropriate, in team service and treatment meetings with Youth Center, CYO and other relevant staff, such as the Probation Silver Star Resource Center Multi-Disciplinary Team meetings of service providers.
4. Coordinate with CYORP in providing appropriate information that can be used for program performance and client outcome data for program reporting purposes.

2. **FUNDS**

No exchange of funds will occur between CYO and Behavioral Health in connection with this Memorandum. Behavioral Health services will be calculated as a professional in-kind dollar contribution to CYORP. Behavioral Health will incorporate the CYORP with the behavioral health care services provided to youth at the Youth Center, as appropriate, and as County budget allows.

3. **CONFIDENTIALITY**

To the extent permitted by law, CYO and Behavioral Health agree to share information regarding the court-involved youth served through this Memorandum. Information from the youthful offenders' history shall be used only to gain an understanding of the needs of the youth and to improve the planning, delivery and evaluation of services. The sharing of information related to specific case histories, as permitted by law, is deemed essential to interagency collaboration. Notwithstanding the disclosure or sharing of information, such information shall herein confidential and may not be further disclosed without order of a court of complete jurisdiction.

4. **MUTUAL INDEMNIFICATION and INSURANCE**

- a. Except as otherwise provided by applicable law, CYO and Behavioral Health shall each be responsible for its own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to hold harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this Memorandum.
- b. During the term of this Memorandum, both parties shall maintain: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.

5. **STANDARD PROVISIONS – independent contractor status.**

- a. Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this Memorandum without the prior written consent of the other party.
- b. No alteration, modification, or variation of the terms of this Memorandum shall be valid unless made in writing and signed by the parties hereto. No oral understanding or Memorandum not incorporated herein shall be binding on either party hereto.

6. **EFFECTIVE DATE OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall commence effective February 3, 2014, and remain in full force and effect through September 30, 2014. If funding becomes available for subsequent years, this Memorandum will be reviewed and may be updated or revised in writing by mutual consent. This Memorandum may be terminated by either party upon (30) days' advance written notice to the other party.

7. **NOTICE**

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

Wayne W. Clark
Behavioral Health Director
Health Department
1270 Natividad Road
Salinas, CA 93906
831-755-4509

Christina Yee, Operations Manager
California Youth Outreach
P.O. Box 8671
Fresno, CA 93747
559-445-2680

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding effective February 3, 2014.

COUNTY OF MONTEREY

CALIFORNIA YOUTH OUTREACH

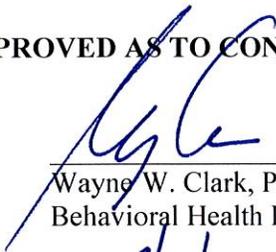
By: _____
Ray Bullick, Director of Health
Monterey County

By: 
Christina Yee, Operations Manager
California Youth Outreach

Date: _____

Date: 02.13.14

APPROVED AS TO CONTENT:

By: 
Wayne W. Clark, Ph.D.
Behavioral Health Director

Date: 2/19/14

APPROVED AS TO FORM:

By: 
Stacy L. Saetta,
Deputy County Counsel

Date: 3/7/14

APPROVED AS TO FISCAL PROVISIONS

By: 
Gary Giboney,
Auditor-Controller

Date: 3-7-14

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGEMENT
COUNTY OF MONTEREY
By: 
Steve Mauck,
Risk Management

By: 
Date: 3-7-14