

**AMENDMENT NO. 2  
TO MEMORANDUM OF UNDERSTANDING A-15567  
BY AND BETWEEN  
THE MONTEREY COUNTY HEALTH DEPARTMENT,  
BEHAVIORAL HEALTH BUREAU AND  
THE MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

This **AMENDMENT NO. 2** 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 entered into AMENDMENT NO. 1 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.

**WHEREAS**, the MCBH and SELPA wish to amend MEMORANDUM OF UNDERSTANDING A-15567 to increase the total amount by \$1,218,209 for a revised total MOU amount not to exceed \$5,950,371 for the same 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-2: Monterey County Billing Structure and Payment Rates replaces EXHIBIT B-1. All references in the MEMORANDUM OF UNDERSTANDING to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
2. Except as provided herein, all remaining terms, conditions and provisions of this MEMORANDUM OF UNDERSTANDING are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in this MEMORANDUM OF UNDERSTANDING.
3. This AMENDMENT NO. 2 shall be effective July 1, 2021.
4. A copy of the AMENDMENT NO. 2 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. 2 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. 2 to Memorandum of Understanding A-15567 is effective July 1, 2021 by and between the undersigned parties.

**COUNTY OF MONTEREY:**

By: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health Services

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
*Maina Pantche*  
By: \_\_\_\_\_  
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Deputy County Counsel

5/9/2022 | 3:41 PM PDT  
Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
*Gary Giboney*  
By: \_\_\_\_\_  
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Auditor/Controller's Office

5/9/2022 | 4:08 PM PDT  
Date: \_\_\_\_\_

**APPROVED AS TO RISK MANAGEMENT**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA:**

DocuSigned by:  
*Kenyon Hopkins*  
By: \_\_\_\_\_  
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Kenyon Hopkins, Executive Director

5/3/2022 | 3:37 PM PDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Dan Burns*  
By: \_\_\_\_\_  
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Executive Committee Chair

5/3/2022 | 9:30 AM PDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Colleen Stanley*  
By: \_\_\_\_\_  
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Colleen Stanley Ed.D, Chief Business Official

5/3/2022 | 10:17 AM PDT  
Date: \_\_\_\_\_

**EXHIBIT B-2:**  
**Monterey County Billing Structure and Payment Rates**

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**I. SERVICES**

All Mental Health Services offered by MCBH:

<b>CASEMIS</b>	<b>MCBH</b>
<p><b>Service: Individual Counseling</b> 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, and Sand Tray Therapy.</p>	<p><b>Service: Individual Therapy</b> Code: 342/272/345/772 SFC: 10-70</p>
<p><b>Service: Counseling and Guidance</b> 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><b>Service: Group Therapy</b> Code: 352, 354, 356 SFC: 10-59</p>
<p><b>Service: Parent Counseling</b> 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><b>Service: Parent Counseling</b> Code: 313/222/357265 SFC: 10-59</p>
<p><b>Service: Psychological Services</b> 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><b>Service: Collateral</b> Code: 312/315/358265 SFC: 10-59</p>

<p><b>Service: Assessment</b> 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><b>Service: Assessment</b> Code: 332/392 SFC: 10-59</p>
<p><b>Service: Social Work Services</b> 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, providing one-on-one therapeutic behavioral intervention and support; 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><b>Service: Case Management/Brokerage</b> Code: 302/202/222/305/382 SFC: 01-59</p>
<p><b>Service: Medication Support</b> Code:</p> <p>Service Description: Medication Support Services are provided by medical staff and supports beneficiaries in taking an active role in making choices about their mental health psychiatric care. This service may include providing detailed information about how medications works; different types of medications available and why they are used; anticipated outcomes of taking a medication; the importance of continuing to take a medication even if the symptoms improve or disappear (as determined clinically appropriate); how the use of the medication may improve the effectiveness of other services a client is receiving (e.g., group or individual therapy); possible side effects of medications and how to manage them; information about medication interactions or possible complications related to using medications with alcohol or other medications or substances; and impact of choosing to not take medications.</p>	<p><b>Service: Medication Support</b> Code: 362 SFC: 60</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 (1/4<sup>th</sup>) 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, referenced in section I. Services above, 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 **\$3,288,450.00**.

<b>School District</b>	<b>Total Annual Amount</b>
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
<b>Grand Total</b>	<b>\$3,288,450.00</b>

**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 subcontractor. 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 **\$339,500.00**.

**C. Residential Treatment**

MCBH shall submit to SELPA a quarterly invoice for the total cost of Residential 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 services, including Board and Care, is based on each subcontractor's rates and unit of services, which varies by facility. 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 **\$2,290,121.00**.

**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 **\$32,300.00**.

**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 **\$5,950,371** for services rendered under this Agreement.

<b>Services</b>	<b>Estimated Amount</b>
Mental Health Services	\$3,288,450.00
HART	\$339,500.00
Residential Treatment	\$2,290,121.00
Residential Monitoring	\$32,300.00
<b>Total</b>	<b>\$5,950,371.00</b>

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.