

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING A-17303
BY AND BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF THE
COUNTY OF MONTEREY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
AND
MONTEREY COUNTY OFFICE OF EDUCATION FOR
MONTEREY COUNTY ALTERNATIVE EDUCATION**

This **AMENDMENT NO. 1** to MEMORANDUM OF UNDERSTANDING A-17303 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 Office of Education for Monterey County Alternative Education**, hereinafter referred to as “School District.”

WHEREAS, MCBH and School District entered into MEMORANDUM OF UNDERSTANDING A-17303 for MCBH to provide mental health services through the general education program and special education program to students requiring these services in School District in the amount of \$105,470.00 for the term August 1, 2025 through June 30, 2026; and,

WHEREAS, MCBH and School District wish to amend MEMORANDUM OF UNDERSTANDING A-17303 to add \$45,202 of additional mental health services and revise the total MOU amount not to exceed \$150,672.00 for the same term of August 1, 2025 through June 30, 2026.

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

1. EXHIBIT B-1: 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 on August 1, 2025.
4. A copy of this AMENDMENT NO. 1 shall be attached to the original MEMORANDUM OF UNDERSTANDING executed by the COUNTY on July 8, 2025.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

By:

Elsa M. Jimenez, Director of Health Services

Dated:

Approved as to Form¹

DocuSigned by:

Shane Eben Strong

Office of County Counsel

Dated: 9/17/2025 | 9:40 AM PDT

Approved as to Fiscal Provisions²

DocuSigned by:

Jennifer Forsyth

Auditor/Controller

Dated: 9/17/2025 | 11:40 AM PDT

Approved as to Risk Management³

Risk Management

Date:

MCOE FOR MONTEREY COUNTY
ALTERNATIVE EDUCATION

By: DocuSigned by:

Colleen Stanley

(Signature of Superintendent)

Colleen Stanley Chief Business Official

Printed Name and Title

Dated: 9/11/2025

N/A

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

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including 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.

²Approval by Auditor-Controller is required.

³Approval by Risk Management is necessary only if changes are made in Sections 9, 10, or 11

EXHIBIT B-1: PAYMENT PROVISIONS

1. Subject to the limitations set forth herein, MCOE shall pay County, in arrears, the total maximum amount not to exceed **\$150,672.00** for the provision of County's services during the term of this Agreement and in accordance with the following schedule:

Program	Term	Total Maximum Annual Amount
Program 1: General Education	August 1, 2025 – June 30, 2026	\$150,672.00
Total Maximum Amount		\$150,672.00

2. Invoice:

a. **Program 1: General Education**

County - To offset the cost of services to the MCOE, County agrees to seek Medi-Cal reimbursement for Therapeutic Services provided pursuant to this MOU for all Medi-Cal eligible beneficiaries served. The County shall invoice MCOE 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 the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section a. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

MCOE - The MCOE 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.

3. 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 MCOE at the following address:

**Monterey County Office of Education for
Monterey County Alternative Education
901 Blanco Cir./P.O. Box 80851
Salinas, CA 93901**

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

4. If for any reason this MOU is terminated, the MCOE's maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
5. As an exception to Section 4. above with respect to the Survival of Obligations after Termination, MCOE shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.