

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF THE
COUNTY OF MONTEREY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
AND
[INSERT NAME] SCHOOL DISTRICT**

This Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered into by and between the County of Monterey, on behalf of the County of Monterey Health Department, Behavioral Health Bureau (hereinafter referred to as “County”) and the **[Insert Name] School District** (hereinafter referred to as “District” or “School District”), together referred to as “Parties” and singularly as “Party”.

RECITALS:

WHEREAS, the School District is the recipient of Local Control Funding Formula (LCFF) funds due to changes in the FY 2013–14 State budget package which replaced the previous K–12 finance system with the new LCFF;

WHEREAS, the School District is required to develop a Local Control and Accountability Plan (LCAP) and has identified in that plan the need to provide therapeutic services to students who require such services;

WHEREAS, the County provides behavioral health services through the Health Department’s Behavioral Health Bureau and to the extent that annual funding allows, is committed to assisting schools in Monterey County with the provision of therapeutic services to students who require them;

WHEREAS, the School District has requested assistance from the County for the provision of therapeutic services to enrolled students; and

NOW THEREFORE, this MOU is created for the purpose of setting forth the terms and conditions under which the County and the District will collaborate to ensure the provision of therapeutic services to the students of the district.

1. Term of MOU

This MOU shall be in full force commencing **[Insert start date]** and ending **[Insert end date]**, unless terminated or amended pursuant to this MOU.

2. Exhibits

The following attached exhibits are incorporated herein by reference and constitute as a part of this Memorandum of Understanding:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION
(executed by County and District)
EXHIBIT D: COUNTY INSURANCE
EXHIBIT E: SCHOOL DISTRICT INSURANCE
EXHIBIT F: YOUTH SCREENING TOOL

3. Screening

The Parties shall comply with applicable laws, regulations, and District policies related to criminal records checks, fingerprinting, and tuberculosis screenings.

4. Maintenance and Confidentiality of Patient Information

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements and Exhibit C. Such records shall include a description of all services provided by the County in sufficient detail to make possible all evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.

b. The County and District shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

5. Modification

This MOU may be modified only by an instrument in writing signed by the County and the District.

6. Termination

a. Termination Without Cause. Either Party may cancel this MOU at any time upon thirty (30) calendar days of written notice.

b. Termination With Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching Party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

7. Assignment

This MOU may not be assigned without the prior written consent of the Parties.

8. General Provisions

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. Non-discrimination. During the performance of this Agreement, the Parties shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in the Parties' employment practices or in the furnishing of services to recipients. The Parties shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, School District's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- c. Third Party Rights. Nothing in this MOU shall be construed to give any rights, benefits, or obligations to anyone other than School District and the County.
- d. Independent Contractor. The County shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of the County under this MOU shall be deemed to be an officer, employee or agent of the District in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the District.
- e. The County's obligations with regard to any personnel it retains, employs, or contracts with shall include paying all federal and state withholding taxes applicable to employees and complying with federal and state wage-hour obligations (including overtime), workers' compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

9. Mutual Indemnification

- a. The District shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this MOU by The District and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this MOU to provide the broadest possible coverage for the County. The District shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which The District is obligated to indemnify, defend and hold harmless the County under this MOU.
- b. County shall indemnify, defend, and hold harmless the District, its officers, agent

and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by the County and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the District. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the District. The County shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the District under this MOU.

10. Limitation of Liability

Each Party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the County or School District's required insurance coverage, as stated within Exhibit D and Exhibit E, respectively, copies of which are attached hereto and incorporated herein by this reference.

11. Insurance

a. County Insurance. The County shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

b. School District Insurance. School District shall secure and maintain the insurance coverage or self-insurance described in Exhibit E, a copy of which is attached hereto and incorporated herein by this reference.

12. Cultural Competency and Linguistic Accessibility

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the Department of Health Care Service's regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable County Therapists to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

b. The District shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the District shall provide services to eligible individuals in their primary language through linguistically proficient District staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

c. For the purposes of this section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity for and facilitates their use.

13. Notices

Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to School District, to:

[Insert Name] School District

[Insert Street]

[Insert City], CA **[Insert Zip]**

Attn: **[Insert Superintendent]**

[Insert Title]

Tel: **[Insert Telephone]**

Fax: **[Insert Fax]**

If to the County, to:

County of Monterey Health Department

1270 Natividad Road

Salinas, CA 93906

Attn: Elsa M. Jimenez,

Director of Health Services

Tel: 831-755-4743

Fax: 831-755-4797

This MOU constitutes the entire MOU between the parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the parties.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

[INSERT NAME] SCHOOL DISTRICT

By:

Elsa M. Jimenez, Director of Health Services

Dated:

Approved as to Form¹

Office of County Counsel

Dated:

Approved as to Fiscal Provisions²

Auditor/Controller

Dated:

Approved as to Risk Management³

Risk Management

Date:

By:

(Signature of Superintendent)

Dated:

Printed Name and Title

Dated:

(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 A: PROGRAM DESCRIPTION

PROGRAM 1: GENERAL EDUCATION

1. Services and Responsibilities of the County

a. The County will arrange for the provision of behavioral health services (“Therapeutic Services”) for students in School District. Therapeutic Services shall include, individual therapy, family therapy, parent/guardian and school personnel consultation, treatment planning, coordination with county psychiatric services, crisis intervention during therapy services, and teletherapy in coordination with the student’s parent/guardian. Therapeutic Services shall also include intensive in-home behavioral intervention and support where indicated. The County shall maintain the mental health records and all required documents relating to any Therapeutic Services provided by County Therapists to all students pursuant to this MOU.

b. 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 Unit 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 once every two months within the school district to ensure appropriate administrative and clinical oversight of services provided.

Each County Therapist’s direct supervisor shall be a County Unit Supervisor who reports directly to the County Behavioral Health Services Manager. The County Unit Supervisor’s duties include, but are not limited to:

- Provide clinical supervision and conduct performance evaluations of County Therapists.
- Coordinate and assign MCBH referrals.
- Oversee scheduled work hours of County Therapist.
- Serve as primary contact regarding any concerns or issues related to County Therapist attendance and/or service provision.
- Ensure coverage of services and supports in the event of County Therapist unplanned absence and communicate staffing plan to district and site administration.
- Work with district administration to make any adjustments to the scheduling of work hours due to the District’s school calendar year as needed.
- Attend student-related meetings when invited to provide administrative support or support the County Therapist as needed.
- Provide prereferral consultation to school staff where needed to support referral triage and determine level of need and mental health intervention.

c. Each County Therapist shall comply with all County and State certification and licensing requirements. The County ensures that the County Therapists shall deliver services

within their scope of licensure and practice and will perform the scope of activities and services required to meet students' behavioral health needs. 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.

d. The County will manage and monitor the status of Therapeutic Services provided in the District and will report data required by the District on a quarterly basis in accordance with the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

e. 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.

f. The County shall designate a Behavioral Health Services Manager or designee to be the point of contact for the District responsible for all issues associated with the services to be provided by the County as described in this MOU.

g. The County agrees to meet monthly with the District Director of Student Services or designee beginning the first month services begin to ensure appropriate, efficient and effective implementation of the services rendered by County Therapists.

h. 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. School District shall submit referral forms that are complete and include all requested information, including the Youth Screening Tool for Medi-Cal Mental Health Services (see Exhibit F) with a rating of 6 or higher indicating the need for a specialty mental health assessment.

b. The District agrees to provide a confidential and private office and/or meeting space that is conducive to the therapeutic process, with electricity, appropriate lighting, and any equipment necessary (other than the equipment provided by County in Section 1(f) of this MOU) for the provision of Therapeutic Services. Any issues with access to confidential and private office and/or meeting space at a school site shall be addressed and resolved by the District Director of Student Services in collaboration with County Behavioral Health Services Manager. In the event of termination of services, the County will retrieve all County-owned equipment, furniture, and supplies from the County Therapist's assigned office space.

c. The District agrees to collaborate with the County Unit Supervisor on the staffing plan for the students served and ensure that the District Director of Student Services maintains regular communication with the school sites regarding any issues or concerns that arise when changes

to County Therapist assignments are made due to unplanned leave or staff vacancies.

d. The District will assign a District Director of Student Services or designee to serve as the point of contact for the County Behavioral Health Services Manager for any issues or concerns that arise regarding delivery of services by the County Therapists associated with this MOU and will promptly report any issues or concerns. All concerns shall be addressed at the school site level and the School District Director of Student Services or designee will remain involved through problem resolution process.

e. The District agrees to assign a District Director of Student Services to meet on a monthly basis beginning the first month when services begin on an agreed upon recurring basis and as needed with the County Unit Supervisor assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

EXHIBIT B: PAYMENT PROVISIONS

1. Subject to the limitations set forth herein, School District shall pay County, in arrears, the total maximum amount not to exceed **[\$ Insert Total Maximum Annual Amount]** 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		
Total Maximum Amount		

2. Invoice:

- a. **Program 1: General Education**

County - To offset the cost of services to the School District, 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 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 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.

District - 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 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 School District at the following address:

**[Insert Name] School District [Insert Street]
[Insert City], CA [Insert Zip]**

School District 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 School District’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, School District shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION

Confidentiality of Patient Information and Records. All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”); the federal Confidentiality of Alcohol and Drug Abuse Patient Records under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (the “Part 2 Regulations”); the Lanterman-Petris-Short Act (“LPS”), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code § 120975; and California Civil Code Section 1798.29

“Patient Information” includes any individually identifying information related to a patient/recipient of behavioral health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Patient Information” includes all health information the Parties have obtained about a patient/recipient of services, including the mere fact that patient is receiving alcohol or drug treatment from the County or has been referred to an alcohol or drug treatment program by the County, whether or not a documentary record of such information exists.

Ownership of Data. All Patient Information created or received by the County in connection with the provision of behavioral health services under this Agreement shall be and remain the property of the County and the County shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “County Data”.

Use and Disclosure of Information. In relation to the services being provided by the County pursuant to this MOU, the District may require access to County Data regarding the progress of students receiving the therapeutic services. The County shall disclose County Data to District solely as set forth below. The County may provide County Data to District pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The County also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to District as necessary in connection with its performance of Services under this Agreement.

District shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the Confidentiality of such information and to prevent further use or disclosure. District acknowledges that County Data regarding a patient whose records are subject to the Part 2 Regulations may not be re-disclosed to another entity without specific authorization from the patient or his/her legally authorized representative for such re-disclosure. In addition, District shall obtain the County's prior written consent to any disclosure of County Data, except as required by law. The County, through the Behavioral Health Director, shall have access to any Patient Information obtained by District in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

In relation to the services being provided by County pursuant to this MOU, the County may also require access to District records and information, including but not limited to "education records" relating to the students receiving the therapeutic services ("District Data"). The County will use District Data only for the purpose of fulfilling its duties under this MOU and will not share such data (including anonymized data) with, or disclose it to, any third party without the prior written consent of the District, except as required by law and except to third party contractors retained by the County to provide services related to this MOU.

The County will provide access to District Data to its employees, subcontractors and third party contractors who need to access the data to fulfill the County obligations under this MOU. The County will ensure that employees and subcontractors who perform work under this MOU are bound to strict obligations of confidentiality no less rigorous than those set forth herein. If the County will have access to "education records" for the District's students as defined under the Family Educational Rights and Privacy Act (FERPA), the County acknowledges that for the purposes of this MOU it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the County agrees to abide by the FERPA limitations and requirements imposed on school officials. The County shall train all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this MOU, which are applicable to the County and County's employees. The County will use the education records only for the purpose of fulfilling its duties under this MOU for District's and the students' benefit, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by the District.

If the District receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) ("requests") or requests seeking County Data, the District may advise the requesting party that the documents are not in the District's possession and that all requests should be directed to the County. The District shall respond to any such requests seeking District Data.

Upon termination or expiration of this MOU, the County will return or securely destroy District Data as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. In the event that the District requests destruction of District Data, the County agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the County might have transferred District Data. The County agrees to provide certification of data destruction to the District upon request.

District shall return or securely destroy County Data as directed by the County. Transfer to the County or a third party designated by the party shall occur within a reasonable period of time, and without significant interruption in service. In the event that County requires destruction of County Data, District agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the District may have transferred County Data. District agrees to provide certification of data destruction to County upon request.

Penalty for Unauthorized Disclosure. The Parties understand that disclosure of Patient Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

Duty to Warn. The Parties understand that persons providing services under this MOU may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

SCHOOL DISTRICT	COUNTY OF MONTEREY
<i>By my signature below, as the authorized representative of the District, I certify acceptance and understanding for myself and the District of the above confidentiality provisions</i>	<i>By my signature below, as the authorized representative of the County, I certify acceptance and understanding for myself and the County of the above confidentiality provisions.</i>
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative (printed)	Name of Authorized Representative (printed)
Title of Authorized Representative	Title of Authorized Representative
Date: _____	Date: _____

EXHIBIT D: COUNTY INSURANCE

The County certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims- made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the School District as a Supplemental Member with respect to this MOU for Therapeutic Services. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the County, its officers, directors, agents, and/or employees. The County, upon execution of this MOU, shall furnish School District with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to School District of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT E: SCHOOL DISTRICT INSURANCE

School District certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then School District shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. School District shall maintain insurance or self-insurance with a self-insured retention of five million dollars (\$5,000,000) and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker’s Compensation Insurance in a form and amount covering School District’s full liability as required by law under the Workers’ Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the County of Monterey (“County”) as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of School District, its officers, directors, agents, and/or employees. School District, upon execution of this MOU, shall furnish the County with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the County of any modification, change, or cancellation of any of the above insurance coverages.

EXHIBIT F: YOUTH SCREENING TOOL

State of California – Health and Human Services Agency

Department of Health Care Services

Youth Screening Tool for Medi-Cal Mental Health Services

The Youth Screening Tool for Medi-Cal Mental Health Services is required for use when an individual under age 21, or a person on behalf of an individual under age 21, who is not currently receiving mental health services, contacts their Medi-Cal Managed Care Plan (MCP) or county Mental Health Plan (MHP) to seek mental health services. This tool determines whether an individual should be referred to the MCP delivery system or to the MHP delivery system for a clinical assessment and ensures that individuals have timely access to the appropriate mental health delivery system. The Youth Screening Tool for Medi-Cal Mental Health Services is not required to be used when individuals contact mental health providers directly to seek mental health services.¹

Instructions:

1. There are two versions of the Youth Screening Tool for Medi-Cal Mental Health Services:
 - One version of the tool is used when a youth is responding on their own behalf: *Youth Screening Tool for Medi-Cal Mental Health Services: Youth Respondent*.
 - One version of the tool is used when a person is responding on behalf of the youth: *Youth Screening Tool for Medi-Cal Mental Health Services: Respondent on Behalf of Youth*.
2. The answer to screening question 2 determines which version of the tool is used.
3. Each scored question is a “Yes” or “No” question. Not every question is scored.
4. Each scored question has a defined number of points for the selected answer. The number of points for each question cannot be more or less than what is on the scoresheet.
5. Select/mark the number in the “Yes” or “No” column based on the response provided.
6. If the youth, or the person responding on their behalf, is unable or chooses not to answer a question, skip the question and score it as “0.”

¹ As described in APL 22-028 and BHIN 22-065, MCPs and MHPs must allow contracted mental health providers who are contacted directly by individuals seeking mental health services to begin the assessment process and provide services during the assessment period without using the Screening Tools, consistent with the No Wrong Door for Mental Health Services Policy described in [BHIN 22-011](#).

7. If a response to question 5 indicates that a child who is age 3 or younger has not seen a pediatrician in the last 6 months, or that a child/youth age 4 or older has not seen a pediatrician or primary care physician (PCP) in the last year, the screener must offer to connect them to their MCP for a pediatrician/PCP visit in addition to the mental health delivery system referral generated by the screening score.²
8. If the youth, or the person responding on their behalf, responds “Yes” to question 6, 7, or 9, they meet criteria for specialty mental health services per [BHIN 21-073](#). In these cases, the screening is not required, and the screener must offer and coordinate a referral for clinical assessment by the MHP. Referral coordination must include follow up to ensure an assessment has been made available to the individual. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
9. If the youth, or the person responding on their behalf, responds “Yes” to question 19, 20, or 21, the screener must immediately offer and coordinate a referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. Referral coordination should include sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services. The referral and subsequent clinical evaluation may or may not impact the mental health delivery system referral generated by the screening score.
10. A response of “Yes” to question 17 does not impact the screening score. If the youth, or the person responding on their behalf, responds “Yes” to question 17, the screener must offer and coordinate a referral to the county behavioral health plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score. The individual may decline this referral without impact to the mental health delivery system referral.
11. Once responses to all questions have been documented, the selected/marked numbers in the “Yes” column should be added together and that total number should be entered in the “Total Score” box.
 - a. Individuals with a total score of 0 – 5 must be referred to the MCP for a clinical assessment.
 - b. Individuals with a total score of 6 and above must be referred to the MHP for a clinical assessment.
12. Once a score has been generated, a referral must be coordinated.
 - a. If the individual's score requires referral within the same delivery system, a timely clinical assessment must be offered and provided.
 - b. If the individual's score requires referral to the other mental health delivery system (i.e., MCP to MHP or MHP to MCP), the referral must be coordinated with the other delivery system, including sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services and following up to ensure a timely clinical assessment has been made available to the individual.

² Bright Futures well-child visit guidelines indicate a child age 4 and older should be seen by a pediatrician annually, and a child age 3 and under should be seen by a pediatrician every 1, 3, or 6 months depending on their age.

Youth Screening Tool for Medi-Cal Mental Health Services Youth Respondent

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	
2. Are you calling about yourself or about someone else? <input type="checkbox"/> Self <input type="checkbox"/> Someone else • If calling about someone else, who are you calling about and what is your relationship to them?	
<i>NOTE: If someone else, please switch to the "Respondent on Behalf of Youth" version of the tool.</i>	
3. Can you tell me the reason you are seeking mental health services today?	
4. Are you currently receiving mental health treatment? • If yes, where are you receiving those services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP, do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	
5. When was the last time you saw your pediatrician or primary care doctor?	
<i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Are you currently or have you ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Are you currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Have you ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Are you currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Have you ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Are you having thoughts, feelings or behaviors that make it hard for you at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Are you having thoughts, feelings, or behaviors that make it hard to be with your friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Are you often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the person who takes care of you often not around or unable to take care of you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Do you feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
17. Are you having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —

Question	Yes	No
18. Is anyone in your family or who lives with you having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Do you hurt yourself on purpose? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, have you had thoughts about ending your life, wished you were dead, or wished you could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Do you have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of your family told you that you need help with anxiety, depression, or your behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Have you been seen in the hospital to get help for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
<p>Total Score: 0</p> <p>If score is 0 – 5, refer to the MCP per instruction #11</p> <p>If score is 6 or above, refer to the MHP per instruction #11</p>		
<p>1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.</p> <p>2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.</p> <p>3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.</p>		

Youth Screening Tool for Medi-Cal Mental Health Services Respondent on Behalf of Youth

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? <i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you calling about yourself or about someone else? • If calling about someone else, who are you calling about and what is your relationship to them? <i>NOTE: If calling about themselves, switch to the "Youth Respondent" version of the tool.</i>	<input type="checkbox"/> Self <input type="checkbox"/> Someone else
3. Can you tell me the reason you are seeking mental health services for the child/youth today?	
4. Is the child/youth currently receiving mental health treatment? • If yes, where are they receiving those services? <i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP or MCP do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. When was the last time the child/youth saw their pediatrician or primary care provider? <i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Is the child/youth currently or have they ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Is the child/youth currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Has the child/youth ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Is the child/youth currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Has the child/youth ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Is the child/youth having thoughts, feelings or behaviors that make it hard for them at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Is the child/youth having thoughts, feelings, or behaviors that make it hard to be with their friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Is the child/youth often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the primary caretaker for the child/youth often not around or unable to take care of the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Does the child/youth feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0

Question	Yes	No
17. Is the child/youth having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
18. Is anyone in the child/youth’s family or who lives with them having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Does the child/youth self-harm or behave in a manner that may cause harm to themselves? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, has the child/youth had thoughts about ending their life, wished they were dead, or wished they could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Does the child/youth have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of the child/youth’s family said that the child/youth needs help with anxiety, depression, or their behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Has the child/youth been seen in a hospital for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
Total Score: 0 If score is 0 – 5, refer to the MCP per instruction #11 If score is 6 or above, refer to the MHP per instruction #11		

- 1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
- 2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.
- 3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.