

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MONTEREY, ON BEHALF OF THE  
COUNTY OF MONTEREY HEALTH DEPARTMENT,  
BEHAVIORAL HEALTH BUREAU  
AND  
INTERNATIONAL SCHOOL OF MONTEREY SCHOOL**

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 Monterey County Health Department, Behavioral Health Bureau (hereinafter referred to as “County”) and the International School of Monterey (hereinafter referred to as “School”), together referred to as “Parties” and singularly as “Party”.

**RECITALS:**

WHEREAS, the School 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; and

WHEREAS, the School 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; and

WHEREAS, on October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for educationally related mental health services mandated by AB 3632, and stated in doing so that “[t]his mandate is suspended;” and

WHEREAS, AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities with Local Educational Agencies (LEAs); and

WHEREAS, El Dorado Charter SELPA acknowledges the School is mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including mental health services, pursuant to student’s Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law; and

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; and

WHEREAS, the School has requested assistance from the County to provide therapeutic services to enrolled students, and the School requests that County facilitate the provision of Mental Health Services to students who are eligible and where such services provided by County are deemed necessary in the IEP.

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

**I. Term of MOU**

This MOU shall be in full force commencing **April 1, 2022** and ending **June 30, 2023**, unless terminated or amended pursuant to this MOU.

**II. 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 School)
- EXHIBIT D: COUNTY INSURANCE
- EXHIBIT E: SCHOOL INSURANCE
- EXHIBIT F: INTERAGENCY AGREEMENT

**III. Screening**

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

**IV. 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 School shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

**V. Modification**

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

**VI. 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.

**VII. Assignment**

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

**VIII. 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'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 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 School 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 school.
- 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.

**IX. Indemnification: General.**

Except as expressly provided below in Section 10, School shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this MOU by School and/or its agents, members, employees, or sub-contractors, 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 indemnification for the County. School shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any litigation in which School is obligated to indemnify, defend, and hold harmless the County under this Memorandum of Understanding.

Except as expressly provided below in Section 10, County shall indemnify, defend, and hold harmless School, their officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this MOU by County and/or its agents, members, employees, or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by School. It is the intent of the parties to this MOU to provide the broadest possible indemnification for School. County shall reimburse School for all costs, attorneys' fees, expenses, and liabilities incurred by School with respect to any litigation in which County is obligated to indemnify, defend, and hold harmless School under this Memorandum of Understanding.

**X. Indemnification: Due Process Claims.**

School shall defend, indemnify and hold harmless the County from all due process claims filed by parents on behalf of their children with respect to any and all claims arising out of this MOU and/or the assessment and determination of whether or not to provide treatment or Mental Health Services as described in this MOU. Under no circumstances shall the County be a liable party to administrative or judicial litigation involving Mental Health Services. In the event, however, that the School becomes party to administrative or judicial litigation involving Mental Health Services subject to this Agreement, the County agrees that it will use reasonable efforts to cooperate in preparation of such cases for resolution sessions, mediation, due process hearing, trial or other such proceedings. Such cooperation may include attendance and/or participation and such proceedings, meeting with School staff, counsel, and other advisors, or other assistance as deemed appropriate by the School and County. The parties shall confer in good faith regarding appropriate reimbursement for County staff time needed for such cooperation.

**XI. 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 Party'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.

**XII. Insurance**

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

**XIII. 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 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 School 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 School shall provide services to eligible individuals in their primary language through linguistically proficient School 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.

**XIV. Laws and Venue:** This Memorandum of Understanding shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Memorandum of Understanding, the action shall be brought in a state court situated in the County of Monterey, State of California, unless otherwise specifically provided for under California law.

**XV. Third Party Rights:** Nothing in this Memorandum of Understanding shall be construed to give any rights, benefits, or obligations to anyone other than School and County. **Severability:** The unenforceability, invalidity, or illegality of any provision(s) of this Memorandum of Understanding shall not render the other provisions unenforceable, invalid, or illegal.

**XVI. Dispute Resolution:** County and School agree that the Interagency Agreement Dispute Resolution described in Exhibit F to this Memorandum of Understanding shall be used to address disputes on the implementation of the Memorandum of Understanding, as well as

disputes arising under the Interagency Agreement.

**XVII.** Integration: This Memorandum of Understanding, including the Exhibits , represents the entire understanding of School and County as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered herein. This Memorandum of Understanding may not be modified or altered except in writing signed by both parties hereto. This is an integrated Memorandum of Understanding.

**XVIII.** Signatories: The signatories of this Memorandum of Understanding or their designee shall be responsible for assuring the Memorandum of Understanding is implemented. Neither party shall be deemed to be in default of the terms of this Memorandum of Understanding if either party is prevented from performing the terms of this Memorandum of Understanding by causes beyond its control, including, but not limited to, acts of God; changes in any laws and/or regulations of state or federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Memorandum of Understanding. Neither party shall be liable for any excess costs if the failure to perform this Memorandum of Understanding arises from any of the contingencies listed above.

**XIX. 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, to:  
International School of Monterey  
1720 Yosemite Street  
Seaside, CA 93955  
Attn: Jessica Allen,  
Principal  
Tel: 831-583-2169  
Fax: 831-747-0009

If to the County, to:  
Monterey County Health Department  
1270 Natividad Road  
Salinas, CA 93906  
Attn: Elsa M. Jimenez  
Director of Health  
Tel: 831-755-4743  
Fax: 831-4797

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

INTERNATIONAL SCHOOL OF MONTEREY

DocuSigned by: Elsa M. Jimenez  
By: Elsa M. Jimenez, Director of Health

By: Jessica V. Allen  
(Signature of Superintendent)

Dated: 5/22/2023 | 4:48 PM PDT

Jessica Vincent Allen  
Printed Name and Title

Date: 2 March 2023

Approved as to Form<sup>1</sup>

DocuSigned by: Shane Eben Strong  
F031FE484254499...  
Deputy County Counsel

By: Scott Hirschfield  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Dated: 4/14/2023 | 11:12 AM PDT

Approved as to Fiscal Provisions<sup>2</sup>

DocuSigned by: Jennifer Forsyth  
4E7E657875454AE  
Auditor/Controller

Scott Hirschfield  
Printed Name and Title

Dated: 5/2/2023 | 4:25 PM PDT

Date: 2 March 2023

Approved as to Risk Management<sup>3</sup>

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.

<sup>1</sup>Approval 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.

<sup>2</sup>Approval by Auditor-Controller is required.

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

## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **PROGRAM I: GENERAL EDUCATION SERVICES**

#### **A. Services and Responsibilities of the County**

1. The County will assign to School a County Psychiatric Social Worker(s) (“County Therapists”), for the provision of behavioral health services (“Therapeutic Services”) for students in School. 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.
2. 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.
3. The County shall be solely responsible for managing, monitoring, and overseeing County Therapists in the provision of Therapeutic Services at the School. 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 School to make any needed adjustments to the scheduling of work hours due to the school’s calendar year.
4. 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

School 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 School'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 School pursuant to this MOU.

5. The County will manage and monitor the status of Therapeutic Services provided in the School and will report data required by the School which conforms to the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.
6. 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 School. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.
7. The County shall designate a Services Manager or designee who will oversee and be the point of contact for the School for all issues associated with the services to be provided by the County as described in this MOU.
8. The County agrees to meet bi-monthly with the School 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.
9. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

**B. Services and Responsibilities of the School**

1. The School 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 1(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.
2. The School will assign a School 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.
3. The School 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 School to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist.
4. The School 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 II:  
INDIVIDUAL EDUCATIONAL PLAN (IEP)**

A. County agrees to provide Mental Health Services to students within SELPA pursuant to the guidelines set forth in Exhibit F: Interagency Agreement between the School and County. For the purposes of this Memorandum of Understanding and the attached Interagency Agreement, the parties agree:

1. Mental Health Services

County shall provide Mental Health Services, which may include the following services provided pursuant to an IEP: individual/group counseling and medication support provided to a student; individual or group counseling provided to parents of special education students; consultation services provided to parents, students, teachers and other school personnel; planning and implementing a program of psychological counseling for special education students and parents; as well as all services described in Exhibit A. County agrees to provide only those Mental Health Services identified in a student’s IEP at the frequency, location, and duration identified in the IEP. Moreover, as requested by the School, County agrees to attend and participate in IEP team meetings.

2. Services

<b>SIRUS</b>	<b>County</b>
<p><b>Service: Individual Counseling</b> Code: 510 SFC: 10-70 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</p>
<p><b>Service: Counseling and Guidance</b> Code: 515 SFC: 10-59 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</p>

<p><b>Service: Parent Counseling</b> Code: 520 SFC: 10-59 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: 322/313/222</p>
<p><b>Service: Psychological Services</b> Code: 530 SFC: 10-59 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</p>
<p><b>Service: Assessment</b> Code: N/A 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: 332/392/395 SFC: 10-59</p>
<p><b>Service: Social Work Services</b> Code: 525 SFC: 01-59 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, 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: 302/202/305/382</p>

3. County agrees to assign Psychiatric Social Workers (PSW) to School to provide psychological services to students. The PSW shall comply with all County and State certification and licensing requirements and shall deliver services within their scope of licensure and practice.
4. To offset the total cost to School, County shall seek Medi-Cal reimbursement for Mental Health Services provided pursuant to this Memorandum of Understanding for all Medi-Cal eligible beneficiaries served.

5. Funds provided to County through School, including federal IDEA and state allocations, shall only be used for Mental Health Services provided pursuant to this Memorandum of Understanding for eligible students.
6. County shall not be responsible for any costs related to transportation and travel of the student and the student's parents to and from any and all Mental Health Services as specified in the IEP.
7. Records: County will provide School a quarterly report of the Mental Health Services provided by County staff pursuant to this Memorandum of Understanding. The schedule for these reports is as follows:

Fiscal Year	Reporting #	Reporting Period	Due to School
FY 2021 - 2022	4	April 1, 2022 - June 30, 2022	July 31, 2022
FY 2022 - 2023	1	July 1, 2022 - September 30, 2022	October 31, 2022
	2	October 1, 2022 - December 31, 2022	January 31, 2023
	3	January 1, 2023 - March 31, 2023	April 30, 2023
	4	April 1, 2023 - June 30, 2023	July 31, 2023

The records will include the following data for each student: the school district of residence, and the Service Function Codes (SFC) of the services provided as described in the student's IEP. Exhibit A identifies the SEIS code that aligns with the SFC. The report will also include the units of service, the student's name, date of birth, provider name, date(s) of service, unit/minutes/mode, and SFC in sufficient detail to enable School to establish a link between the services provided and the individual student's IEP. County is responsible for maintaining all required documentation in accordance with current practice for audit purposes.

8. Final Accounting: A statement of actual costs, inclusive of supporting accounting documentation, will be submitted within ninety (90) days of the expiration of this Memorandum of Understanding. The statement will reflect actual costs incurred for the entire fiscal year.
9. Condition Precedent: This Memorandum of Understanding shall not be effective unless and until each of the Parties execute this Memorandum of Understanding through their respective agency procedures.
10. Audit: School auditors will have access to County records supportive of claims filed related to Mental Health Services provided by County pursuant to this Memorandum of Understanding if required for audit purposes as allowed by state and federal law. County will be responsible for the costs resulting from any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year 2022-2023 regarding services provided by County that are not Mental Health Services or services provided by County that are not described in a student's IEP. School will be responsible for the costs of any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding during the term of the MOU which are the responsibility of the School. In

the event of the need for an audit appeal, County and School will mutually agree upon the most expedient process for resolution. This audit provision shall survive the term of this Memorandum of Understanding.

11. Referrals and Assessment Reports: County and School agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as provided in the attached Interagency Agreement (Exhibit F).
12. Supervision of Clinical Staff: County shall designate a Supervisor to provide ongoing clinical supervision for County Psychiatric Social Workers and County Staff providing Mental Health Services to ensure that support, guidance and consultation is available as needed. Responsibility for the conduct of County Psychiatric Social Workers shall remain solely with the County of Monterey. In addition to office-based supervision, County agrees to provide onsite clinical supervision on a bi-monthly basis at each school where services are provided to ensure appropriate administrative and clinical oversight.
13. The PSW's direct supervisor shall be a County Unit Supervisor who reports directly to the County Services Manager. The County Unit Supervisor's duties include, but are not limited to:
  - Clinical supervision and completion of performance evaluations of County Psychiatric Social Workers;
  - Coordinate and assign referrals, and oversee scheduled work hours;
  - Ensure coverage of services in the event of the unplanned absence; and
  - Work with the School to make any needed adjustments to the scheduling of work hours due to the School's school calendar year.
14. County and School Special Education Director or designee agree to meet on a bi-monthly basis beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by County.
15. The School will assign a School Special Education Director or designee to serve as a 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.
16. Interagency Agreement (Exhibit F): School and County agree that the Interagency Agreement between the School and County is an integral part of this Memorandum of Understanding and further agree that in the event of a conflict between the Memorandum of Understanding and the Interagency Agreement, the Interagency Agreement shall prevail.
17. Privacy: County and School acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109; student records under the Family Educational Rights and Privacy Act (FERPA); Section 1232g of Title 20 of the United States Code; and under provisions of California law relating to privacy. County and School shall ensure that all activities undertaken under this Memorandum of Understanding will conform to the requirements of these laws to the extent they are applicable.

## **EXHIBIT B: PAYMENT PROVISIONS**

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### **I. Program Summary**

The following program services will be paid in arrears, not to exceed a total maximum amount of **\$38,132** for April 1, 2022 – June 30, 2023.

#### Program Summary

<b>Program</b>	<b>FY 2021-2022 (April 1, 2022 - June 30, 2022)</b>	<b>FY 2022-2023 (July 1, 2022 – June 30, 2023)</b>	<b>Total Amount</b>
Program 1: General Education	\$1,836	\$18,148	\$19,984
Program 2: IEP	\$0	\$18,148	\$18,148
<b>Total Maximum Liability</b>	<b>\$1,836</b>	<b>\$36,296</b>	<b>\$38,132</b>

### **II. Billing Structure**

#### **A. PROGRAM I: GENERAL EDUCATION SERVICES**

##### **1. Billing Structure / Payment Rate**

###### **a. Mental Health Services**

To offset the cost of services to the School, 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 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 I. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

The School 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.

2. 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 at the following address:

International School of Monterey  
1720 Yosemite Street  
Seaside, CA 93955

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

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

**5. Maximum Annual Liability**

Subject to the limitations set forth herein, School shall pay County, in arrears, the total maximum amount not to exceed **\$19,984** for the provision of County’s services during the term of this Agreement and in accordance with the following schedule:

General Education	
<b>Fiscal Year Liability</b>	<b>Amount</b>
FY 2021-2022	\$1,836
FY 2022-2023	\$18,148
<b>Total Maximum Liability</b>	<b>\$19,984</b>

**B. PROGRAM II: INDIVIDUAL EDUCATIONAL PLAN (IEP)**

**1. Billing Structure / Payment Rate**

County shall submit to School a quarterly invoice in accordance to the following billing structure and payment rate.

**a. Mental Health Services**

County shall invoice to School 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 to students rendered from July 1, 2022 to June 30, 2023 since County 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.

School shall pay to County the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services up to the Total Annual Amount. The Total Annual Amount estimate 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 **\$18,148**.

2. **Maximum Annual Liability**

Subject to the limitations set forth herein, School shall pay to County during the term of this Agreement a maximum amount of **\$18,148** for services rendered under this Agreement.

IEP

<b>Fiscal Year Liability</b>	<b>Amount</b>
FY 2021-2022	\$0
FY 2022-2023	\$18,148
<b>Total Maximum Liability</b>	<b>\$18,148</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.

*(The remainder of this page is intentionally left blank)*

## **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

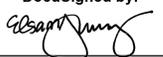
the County might have transferred District Data. The County agrees to provide certification of data destruction to the District upon request.

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	MONTEREY COUNTY
<p><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></p>	<p><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></p>
	<p>DocuSigned by: </p>
<p>Signature of Authorized Representative</p>	<p>Signature of Authorized Representative</p>
<p>Jessica Vincent Allen</p>	<p>Elsa Jimenez</p>
<p>Name of Authorized Representative (printed)</p>	<p>Name of Authorized Representative (printed)</p>
<p>Head of School</p>	<p>Director of Health Services</p>
<p>Title of Authorized Representative</p>	<p>Title of Authorized Representative</p>
<p>Date: 2 March 2023</p>	<p>Date: 5/22/2023   4:48 PM PDT</p>

## **EXHIBIT D: COUNTY INSURANCE**

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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 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 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 of any modification, change or cancellation of any of the above insurance coverages.

## **EXHIBIT E: SCHOOL INSURANCE**

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School 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 shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. School 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'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 Section 2 above 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, its officers, directors, agents, and/or employees. School, 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: INTERAGENCY AGREEMENT**

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Interagency Agreement between  
The International School of Monterey (School)  
and  
The Monterey County Health Department, Behavioral Health Bureau (County)  
for 2022-2023

On October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for educationally-related mental health services mandated by AB 3632, and stated in doing so that “[t]his mandate is suspended.” AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities (AB 114 Services) with LEAs.

El Dorado Charter SELPA acknowledges that the Local Education Agencies (LEAs) are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including mental health services (hereinafter Psychological Services), pursuant to a student’s Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law.

County offers outpatient mental health services by qualified professionals at its current publicized rates. School requests that County facilitate the provisions of Psychological Services to students who are eligible and where such services are deemed necessary in the IEP.

This Agreement defines the roles and responsibilities of the School and County in the provision of special education and related services. Individuals referred to County must be suspected of needing related services provided by County. Special education and related services covered under the terms of this Agreement shall be at no cost to the parent or guardian of the student being served.

A primary goal of this Agreement is to ensure that necessary special education and related services are provided to qualifying individuals with special needs in an efficient manner through joint planning, cooperative service delivery, and the judicious use of resources in accordance with applicable federal and state laws and regulations.

*\*Adult students – non conserved\**

Interagency Agreement  
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<b>Referral and Assessment Process</b>	
<p>An IEP team may refer a student who has been determined to be an individual with exceptional needs (IWEN) or who is suspected of being an IWEN, as defined in E.C. § 56026, and is also suspected of needing related services provided by County when the criteria outlined below are met. The identified procedures outline how a referral is initiated. Processes outlined in this section are not designed for use in responding to psychiatric emergencies or other situations requiring immediate response.</p>	
<b>School</b>	<b>County</b>
<p>A. For students who are being assessed or who are already eligible for special education, and for whom there is strong evidence that mental health services may be needed beyond those that can be provided at the district level, the instructional team shall identify the possible need for a referral to County. The school will be responsible for conducting an ERMHS assessment, that will include an observation of student within the educational setting, and interviews with the student, teachers and parents unless circumstances prevent it. Additional assessment will be conducted as determined necessary by the school psychologist.</p>	A. NA
<p>B. The Case Manager and School Psychologist will notify the LEA's identified special education administrator of the recommendation for ERMHS-based services.</p>	B. NA
<p>C. A Parent Consent to Release/Exchange Information form shall be obtained by the school to share necessary referral information with County. Special education administrator conducts a telephone/virtual consultation with County Unit Supervisor regarding contents of the referral to determine if student would benefit from County services.</p>	C. NA

<p>D. Special education administrator uploads County referral to student file in SEIS and sends email to <a href="mailto:415Education@co.monterey.ca.us">415Education@co.monterey.ca.us</a> to provide notification of the referral and assigns the County Unit Supervisor and County Psychiatric Social Worker to the student record in SEIS.</p>	<p>D. NA</p>
<p>E. NA</p>	<p>E. Shall, within five (5) working days of receipt of the referral notify the special education administrator receipt of the referral and any additional information needed by County.</p>
<p>F. The Case Manager to coordinate a staffing with the assessing team and County Psychiatric Social Worker to review assessment results, proposed goals for County services.</p>	<p>F. County shall send a representative to the staffing.</p>
<p>G. The Case Manager coordinates and schedules an IEP meeting to review special education assessment (i.e. psycho-educational, ERMHS) with IEP team and notifies all team members, including County Psychiatric Social Worker via Notice of Meeting.</p>	<p>G. Shall, within five (5) working days of receipt of the Notice of Meeting notify the Case Manager via email the name of the County representative that will attend the IEP meeting.</p>

<b>Individual Education Process</b>	
<p>Upon completion of the assessment by County, an IEP team meeting shall be convened on the date previously scheduled. For annual IEP reviews, triennial assessments and reviews, and IEP amendments, IEP team meetings shall be convened on dates and at times mutually agreed upon by all parties.</p>	
<b>School</b>	<b>County</b>
A. Shall convene an IEP team meeting in accordance with legal timelines (E.C. § 56344(a)) and as previously scheduled (initials only) or mutually agreed upon by all parties.	A. NA
B. Shall ensure that all required members of the IEP team are in attendance at the scheduled meeting unless the parent and the LEA agree, in writing, that the attendance of the member is not necessary because the member’s area of the curriculum or related service is not being modified or discussed, or that the member’s area of curriculum or related service is being addressed but the member will submit written input to the parent and the IEP team prior to the meeting (E.C. § 56341(d) and (g)).	B. Shall send a representative to attend the meeting unless excused in writing by the parent and the LEA.
C. Shall ensure completion of all portions of the IEP, following discussion at the IEP meeting, as they relate to services provided by County, as well as draft copies to County representative at the IEP meeting.	C. NA
1. Description of the present levels of social and emotional performance (E.C. § 56345(a)(1)).	1. Description of the present levels of social and emotional performance.
2. Goals and objectives related to the present levels in the area of social/emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved (E.C. § 56345(a)(2)).	<p>2. Goals and objectives related to the present levels in the area of social/emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved.</p> <p><i>Note: Objectives are only required for students who participate in statewide assessment using California’s alternate assessment or if otherwise determined necessary by the IEP team.</i></p>

<p>3. Description of the manner in which the progress of the student toward meeting the annual goals such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided (E.C. § 56345(a)(3)). Each LEA shall provide grading period dates at the beginning of the school year. The student’s LEA Case Manager shall provide a copy of the progress report to the parent upon receipt.</p>	<p>3. Description of the manner in which the progress of the student toward meeting the annual goals related to services provided by County will be provided. Unless otherwise noted in the IEP, County will send progress reports to the student’s LEA Case Manager one week prior to the end of each grading period.</p>
<p>4. Description of the related services to be provided by County (C.C.R. § 60050(a)(3)).</p> <p>Services are to be provided to all students identified as needing such services, regardless of the identified specific disability.</p>	<p>4. Description of the related services to be provided by County (C.C.R. § 60050(a)(3)).</p> <p>Services are to be provided to all students identified as needing such services, regardless of the identified specific disability.</p>
<p>5. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services (E.C. § 56345(a)(7)).</p>	<p>5. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services.</p>

<b>Dismissal from County-Provided Services</b>	
<b>School</b>	<b>County</b>
A. When considering dismissal from any related service provided by County, the Case Manager and School Psychologist shall notify County to discuss this proposed change.	A. When considering dismissal from any related service provided by MCBH, shall notify the Case Manager and School Psychologist to discuss this proposed change.
B. A staffing is scheduled to discuss the proposed change to the student's IEP as necessary	B. If a staffing is scheduled, MCBH shall send a representative to attend the staffing.
C. If, after discussion and review of progress toward IEP goals related to social/emotional/behavioral development and school team feedback (i.e. classroom teacher or other school staff) the student may be ready for dismissal from any related service provided by County, the Case Manager and School Psychologist will initiate a Prior Written Notice and Assessment Plan to evaluate current social/emotional/behavioral needs of student.	C. County will coordinate with the school team to ensure that communication of progress and the recommendation for assessment are communicated with the parent.
D. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting no less than fifty (50) days (unless the School assessment is completed sooner) and no more than sixty (60) calendar days from the date that consent for the assessment was received – not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five (5) school days from the date of receipt of the parent's written consent for assessment, unless the parent agrees, in writing, to an extension. In the case of student school vacations, the 60-day time frame shall recommence on the date that student's school days reconvene. (E.C. § 56344(a)).	D. NA
E. Assessment will be conducted as determined necessary in consultation between School Psychologist and County Case Manager.	E. NA

<p>F. Shall contact the County Case Manager to discuss the assessment results prior to the IEP team meeting.</p>	<p>F. Shall use the SELPA-approved assessment report template and provide a copy of the County assessment report through uploading it into SIRAS at least 48 hours prior to the IEP team meeting and notifying the School Psychologist via email that it has been uploaded. If there are any findings that may be unexpected, shall contact the School Psychologist to discuss prior to the IEP team meeting.</p>
<p>G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled.</p> <p><i>See Individualized Education Program (IEP) section for detailed procedures.</i></p>	<p>G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled.</p> <p><i>See Individualized Education Program (IEP) section for detailed procedures.</i></p>

<b>Release and Exchange of Information</b>	
<p>The parent/guardian of an individual with special needs has the right to authorize that all relevant information needed by the LEA, the SELPA, and MCBH be provided and available to the agencies for the purposes of assessment and the determination of an appropriate program and related services under provisions of law, including but not limited to, the Individuals with Disabilities Education Act and E.C. § 56515(c)(1). This right shall transfer to the special needs individual at the age of majority, which is eighteen (18) years of age E.C. § 56515(c)(2).</p>	
<b>School</b>	<b>County</b>
<p>A. Shall obtain written parent consent to exchange information with MCBH for purposes of referral and provision of services covered by this Agreement. Such authorization shall be in accordance with federal and state laws related to confidentiality of student records.</p>	<p>A. NA</p>

<b>Transfers and Interim Placements</b>	
<p>Students transferring into the School from another county or state shall be provided a free and appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the student's parents. The interim placement, for students transferring from another county, shall not exceed thirty (30) days by which time the School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP (EC § 56325(a)(1)).</p> <p>Students transferring from another state shall be provided a free and appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the student's parents. The interim placement shall continue until the LEA conducts an assessment and, if determined to be necessary, develops a new individualized education program. EC § 56325 (a)(3).</p>	
<b>School</b>	<b>County</b>
<p>A. Shall refer to County any student transferring into the SELPA from another county or state who was receiving related services pursuant to an existing IEP that in Monterey County are provided by County.</p> <p>The referral shall be made in writing to County within <b>two (2) school days</b> from the date that the LEA becomes aware of the student's transfer.</p>	<p>A. Shall ensure that the student is provided interim related services as specified in the existing IEP for a period <b>not to exceed thirty (30) calendar days</b> unless the parent agrees otherwise.</p> <p>Shall notify the LEA special education administrator if the student's parents cannot be contacted.</p>
<p>B. The referral shall provide copies of the following documents to County:</p>	<p>B. NA</p>
<p>1. A completed Interim Placement Form (IEP 11);</p>	<p>1. NA</p>
<p>2. Copies of the student's existing IEP, if available;</p>	<p>2. NA</p>
<p>3. Copies of reports received, if available;</p>	<p>3. NA</p>
<p>4. Notice of IEP Team Meeting (NC 6); and</p>	<p>4. NA</p>
<p>5. Signed Release and Exchange of Information form (NC 9).</p>	<p>5. NA</p>
<p>C. Shall convene an IEP team meeting prior to the end of the interim placement to adopt the previously approved IEP or develop, adopt, and implement a new IEP (E.C. § 56325(a)(1) and (a)(3)).</p>	<p>C. Shall participate in an IEP team meeting prior to the end of the interim placement to review the interim services and make service recommendations.</p>

**Financial Responsibilities**

The following is an outline of the conditions and limitations for reimbursement to County from School for the provision of Psychological Services, including those related to residential placement described earlier in this Agreement. Special education instruction, designated instruction and services, related services, and residential placements are to be provided at no cost to the parent.

<b>School</b>	<b>County</b>
A. School shall reimburse County for assessments and related services provided by County as specified in the IEP and in the Memorandum of Understanding between School and County.	A. Submit invoices and back-up documentation for reimbursement of costs incurred in provision of assessments and related services to School as specified in the Memorandum of Understanding between School and County.
B. NA	B. NA
C. NA	C. NA
D. NA	D. NA

<b>Communication Hierarchy and Interagency Agreement Dispute Resolution</b>	
It is the intention of the School and County to maintain effective and open communication and to resolve any dispute arising from this Interagency Agreement at the lowest possible administrative level. Whenever a dispute arises between the parties to this Agreement, the dispute procedures shall not interfere with a student's right to receive FAPE.	
<b>School</b>	<b>County</b>
A. Communication between agencies about an issue or a dispute should occur in person or via telephone. Email contacts should be kept at a minimum and primarily for the purpose of scheduling a meeting or a telephone call. Email messages regarding specific students should never contain any personally identifiable student information.	A. Communication between agencies about an issue or a dispute should occur in person or via telephone. Email contacts should be kept at a minimum and primarily for the purpose of scheduling a meeting or a telephone call. Email messages regarding specific students should never contain any personally identifiable student information.
B. If an issue develops that has not yet risen to the level of a dispute between the school site staff and the County therapist, the following communication hierarchy shall be followed:	B. If an issue develops that has not yet risen to the level of a dispute between the school site staff and the County therapist, the following communication hierarchy shall be followed:
1. The involved LEA staff member shall discuss the concern directly with the involved County therapist.	1. The involved County therapist shall discuss the concern directly with the involved LEA staff member.
2. If unresolved, the LEA staff member's designated special education administrator shall discuss the concern with the County therapist's supervisor.	2. If unresolved, the County therapist's supervisor shall discuss the concern with the LEA staff member's designated special education administrator.
C. If the steps above are not successful in resolving an issue causing it to become a dispute or a dispute of another nature arises, the following will occur:	C. If the steps above are not successful in resolving an issue causing it to become a dispute or a dispute of another nature arises, the following will occur:
1. The LEA special education administrator shall, in a timely manner, contact the County Services Manager to communicate and seek resolution to any dispute arising from the Interagency Agreement.	1. The County Services Manager shall, in a timely manner, contact the appropriate LEA special education administrator to communicate and seek resolution to any dispute arising from the Interagency Agreement.
2. If unresolved, the dissatisfied party shall develop a written request for dispute resolution to include a description of the concerns to be	2. If unresolved, the dissatisfied party shall develop a written request for dispute resolution to include a description of the concerns to be

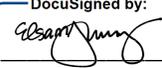
<p>addressed, with sufficient specificity to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. This request shall be submitted to the SELPA Executive Director and Deputy Director of Children’s Behavioral Health.</p>	<p>addressed, with sufficient specificity to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. This request shall be submitted to the SELPA Executive Director and the Deputy Director of Children’s Behavioral Health.</p>
<p>3. The SELPA Executive Director and the Deputy Director of Children’s Behavioral Health shall meet within thirty (30) calendar days to further attempt resolution of the issue.</p>	<p>3. The SELPA Executive Director and the Deputy Director of Children’s Behavioral Health shall meet within thirty (30) calendar days to further attempt resolution of the issue.</p>
<p>4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of Children’s Behavioral Health shall collaboratively select a neutral mediator to support negotiation of a resolution.</p>	<p>4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of Children’s Behavioral Health shall collaboratively select a neutral mediator to support negotiation of a resolution.</p>
<p>B. If the dispute involves an alleged failure to provide psychological services and a LEA has been providing those services prior to the dispute, the LEA shall continue to provide the services until the dispute resolution proceedings are complete.</p>	<p>B. If the dispute involves an alleged failure to provide psychological services and County has been providing those services prior to the dispute, County shall continue to provide the services until the dispute resolution proceedings are complete.</p>
<p>C. If the dispute involves an alleged failure to provide psychological services and no agency has been providing those services prior to the dispute, the LEA shall provide the services until the dispute resolution proceedings are complete.</p>	<p>C. NA</p>
<p>D. Arrangements other than those specified in items B and C above may be made by written agreement between the parties to this Agreement, provided that the student’s IEP is not altered, except as to which agency will provide the service specified in the IEP.</p>	<p>D. Arrangements other than those specified in items B and C above may be made by written agreement between the parties to this Agreement, provided that the student’s IEP is not altered, except as to which agency will provide the service specified in the IEP.</p>
<p>E. Once the dispute resolution procedures have been completed, shall work collaboratively with County to implement the agreed upon resolution.</p>	<p>E. Once the dispute resolution procedures have been completed, shall work collaboratively with SELPA/LEA to implement the agreed upon resolution.</p>

Interagency Agreement between The International School of Monterey and  
The Monterey County Health Department, Behavioral Health Bureau for 2022-2023

Terms of Agreement

This Agreement will become effective upon the signature of the authorized representative of both parties. The Agreement shall remain in effect for one (1) year. This provision does not preclude the parties from revising the Interagency Agreement at any time they determine a revision is necessary. Any revision to the Agreement will be made in writing and with the agreement of both parties.

COUNTY OF MONTEREY

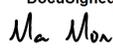
DocuSigned by:  
By:   
Elsa M. Jimenez, Director of Health

Dated: 5/22/2023 | 4:48 PM PDT

Approved as to Form<sup>4</sup>

DocuSigned by:  
  
0024504F383643C...  
Deputy County Counsel  
5/3/2023 | 9:11 PM PDT  
Dated: \_\_\_\_\_

Approved as to Fiscal Provisions<sup>5</sup>

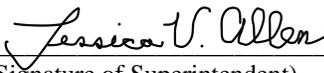
DocuSigned by:  
  
2617DD077D65495...  
Auditor/Controller  
5/3/2023 | 10:00 PM PDT  
Dated: \_\_\_\_\_

Approved as to Risk Management<sup>6</sup>

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated

INTERNATIONAL SCHOOL OF  
MONTEREY

By:   
(Signature of Superintendent)

Jessica Vincent Allen  
Printed Name and Title

Date: 2 March 2023

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

Scott Hirschfield  
Printed Name and Title

Date: 2 March 2023