



Monterey County Board of Supervisors

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1st Floor
Salinas, CA 93901
www.co.monterey.ca.us

Board Order

Agreement No.: A-14400

A motion was made by Supervisor Mary Adams, seconded by Supervisor Chris Lopez to:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding ("MOU") with Monterey County Special Education Local Plan Area for reimbursement to the County for the provision of mental health and residential treatment services pursuant to a student's Individualized Education Plan, for a total amount not to exceed \$3,595,096 for the term July 1, 2019 through June 30, 2020; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to execute an Interagency Agreement, Exhibit A to the MOU, with Monterey County Special Education Local Plan Area; and
- c. Accept the Director of Health's recommendation to incorporate non-standard indemnification, limitation of liability, and insurance provisions to the MOU; and
- d. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to the MOU that do not exceed ten percent (10%) (\$359,509.60) of the original MOU amount and do not significantly change the scope of services.

PASSED AND ADOPTED on this 25th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2019.

Dated: June 26, 2019
File ID: A 19-243
Agenda Item No. 54

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

A handwritten signature in black ink, appearing to read "Joel G. Pablo", written over a horizontal line.

Joel G. Pablo, Deputy

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONTEREY, ON BEHALF OF
THE MONTEREY COUNTY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU AND THE MONTEREY COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA
FOR MENTAL HEALTH SERVICES**

This Memorandum of Understanding is made and entered into between the Monterey County Special Education Local Plan Area (hereinafter SELPA), on behalf of its member Local Education Agencies (LEAs), and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau (hereinafter MCBH). SELPA, on behalf of its member LEAs, and MCBH collectively may be referred to as "the Parties."

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;"

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 LEAs;

WHEREAS, SELPA is authorized to obligate its member LEAs to the terms of this Memorandum of Understanding;

WHEREAS, SELPA acknowledges that the LEAs are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including mental health services, Home Alternative to Residential Treatment services and residential placements (hereinafter Mental Health Services), pursuant to student's Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law;

WHEREAS, MCBH offers outpatient mental health services by qualified professionals;

WHEREAS, SELPA requests that MCBH facilitate the provision of Mental Health Services to students of the LEAs within SELPA who are eligible and where such services provided by MCBH are deemed necessary in the IEP;

NOW, THEREFORE, it is agreed as follows:

1. MCBH agrees to provide Mental Health Services from July 1, 2019 through and including June 30, 2020 to students of the LEAs within SELPA pursuant to the guidelines set forth in the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, 2019-2020 (Exhibit A: Interagency Agreement). For the purposes of this Memorandum of Understanding and the attached Interagency Agreement, the parties agree that "Mental Health Services" may include the following services provided pursuant to an IEP: individual and group counseling 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 B. MCBH 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 LEA, MCBH agrees to attend and participate in IEP team meetings.

2. MCBH agrees to provide Full Time Equivalent (FTE) Psychiatric Social Workers (PSW) per School District listed in Exhibit B to provide psychological services to students in LEA Therapeutic Intervention Program (TIP) classes. The PSW shall comply with all County and State certification and licensing requirements and shall deliver services within their scope of licensure and practice.
3. SELPA on behalf of the LEAs identified in this MOU, agrees to pay up to a total maximum amount not to exceed **\$3,595,096** for Mental Health Services provided by MCBH in accordance with Exhibit B. To offset the total cost to SELPA, MCBH shall seek Medi-Cal reimbursement for Mental Health Services provided pursuant to this Memorandum of Understanding for all Medi-Cal eligible beneficiaries served.
4. Funds provided to MCBH through SELPA, including federal IDEA and state allocations, shall only be used for Mental Health Services provided pursuant to this Memorandum of Understanding for eligible students, including payment for residential placement as identified in Exhibit B.
5. In the event that the total cost of Mental Health Services provided through this Memorandum of Understanding exceeds funding received by MCBH and SELPA to cover such Mental Health Services costs, SELPA will reimburse MCBH the amount due and will seek reimbursement from the student's LEA of residence.
6. MCBH 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, including residential placement, as specified in the IEP.
7. Invoicing:
 - A. Mental Health Services:

MCBH shall submit to SELPA a quarterly invoice for the provision of Mental Health Services rendered from July 1, 2019 to June 30, 2020 in accordance with the billing structure identified in Exhibit B. This amount shall be referred to as the "Costs." MCBH shall invoice SELPA only for the non-Federal Financial Participation (FFP) portion of the costs, since MCBH is reimbursed FFP directly by Department of Health Care Services. Each quarterly invoice will be based on the prevailing County Interim Rates (CIRs) billed to Medi-Cal less the estimated Federal Financial Participation and will be submitted within thirty (30) days after the end of each quarter. The total annual amount shall not exceed the total maximum amount as identified in Exhibit B.

B. Home Alternative Residential Treatment (HART) and Residential Treatment services: MCBH shall submit to SELPA a quarterly invoice for the total cost of HART and Residential Treatment subcontracted services rendered from July 1, 2019 to June 30, 2020 in accordance with the billing structure identified in Exhibit B. This amount shall be referred to as the "Costs." The service rates shall not exceed those identified in Exhibit B. Each quarterly invoice will be based on actual costs and estimated revenues and will be submitted within thirty (30) days after the end of each quarter.

8. Records: MCBH will provide SELPA and LEAs a quarterly report of the Mental Health Services provided by MCBH staff pursuant to this Memorandum of Understanding. The schedule for these reports is as follows:

Report #	Reporting Period	Due to MCOE
1	July 1, 2019 – September 30, 2019	October 31, 2019
2	October 1, 2019 – December 31, 2019	January 31, 2019
3	January 1, 2020 – March 31, 2020	April 30, 2020
4	April 1, 2020 – June 30, 2020	July 31, 2020

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 B identifies the CASEMIS 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 SELPA to establish a link between the services provided and the individual student's IEP. MCBH is responsible for maintaining all required documentation in accordance with current practice for audit purposes.

9. 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.
10. 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.
11. Audit: SELPA auditors will have access to MCBH records supportive of claims filed related to Mental Health Services provided by MCBH pursuant to this Memorandum of Understanding if required for audit purposes as allowed by state and federal law. MCBH 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 2019-2020 regarding services provided by MCBH that are not Mental Health Services or services provided by MCBH that are not described in a student's IEP. SELPA will be responsible for the costs of any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year 2019-2020 which are the responsibility of SELPA. In the event of the need for an audit appeal, MCBH and SELPA will mutually agree upon the

most expedient process for resolution. This audit provision shall survive the term of this Memorandum of Understanding.

12. Referrals and Assessment Reports: MCBH and SELPA 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 A).
13. Supervision of Clinical Staff: MCBH shall designate a Supervisor to provide ongoing clinical supervision for MCBH Psychiatric Social Workers and MCBH Staff providing Mental Health Services to ensure that support, guidance and consultation is available as needed. Responsibility for the conduct of MCBH Psychiatric Social Workers shall remain solely with the County of Monterey. In addition to office-based supervision, MCBH 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.

The PSW's direct supervisor shall be a MCBH Unit Supervisor who reports directly to the MCBH Services Manager. The MCBH Unit Supervisor's duties include, but are not limited to:

- Clinical supervision and completion of performance evaluations of MCBH 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 District to make any needed adjustments to the scheduling of work hours due to the District's school calendar year.
14. MCBH and each District 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 MCBH.
 15. The District will assign a District Special Education Director or designee to serve as a point of contact for the MCBH for any and all issues or concerns that arise regarding delivery of services by the MCBH associated with this MOU.
 16. Interagency Agreement (Exhibit A): SELPA and MCBH agree that the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, 2019-2020 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: MCBH and SELPA 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. MCBH and SELPA 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.

18. Indemnification: General.

Except as expressly provided below in Section 19, SELPA 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 arising out of, or in connection with, performance of this Memorandum of Understanding by SELPA 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 Memorandum of Understanding to provide the broadest possible indemnification for the County. SELPA shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any litigation in which SELPA is obligated to indemnify, defend, and hold harmless the County under this Memorandum of Understanding.

Except as expressly provided below in Section 19, County shall indemnify, defend, and hold harmless SELPA and its member LEAs, their officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding 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 SELPA and its member LEAs. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for SELPA and its member LEAs. County shall reimburse SELPA for all costs, attorneys' fees, expenses, and liabilities incurred by SELPA or its members LEAs with respect to any litigation in which County is obligated to indemnify, defend, and hold harmless SELPA and its member LEAs under this Memorandum of Understanding.

19. Indemnification: Due Process Claims.

LEAs 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 an LEA 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 LEA staff, counsel, and other advisors, or other assistance as deemed appropriate by the LEA and County. The parties shall confer in good faith regarding appropriate reimbursement for County staff time needed for such cooperation.

20. 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 C and Exhibit D, respectively, copies of which are attached hereto and incorporated herein by this reference.

21. Insurance:

A. MCBH's Insurance. The County of Monterey shall secure and maintain the insurance coverage or self-insurance described in Exhibit C.

B. SELPA's and Each of SELPA's Member LEAs' Insurance. SELPA and each of its member LEAs shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

22. 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.

23. Third Party Rights: Nothing in this Memorandum of Understanding shall be construed to give any rights, benefits, or obligations to anyone other than SELPA, MCBH, and LEAs.

24. 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.

25. Term: This Memorandum of Understanding shall cover the period of July 1, 2019 through and including June 30, 2020. This Memorandum of Understanding shall terminate as of the close of business on June 30, 2020. However, prior to May 1, 2020, this Memorandum of Understanding may be extended by the parties' mutual written consent for any reason.


26. Dispute Resolution: MCBH and SELPA agree that the Interagency Agreement Dispute Resolution described in Exhibit A 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.

27. Integration: This Memorandum of Understanding, including Exhibits A and B, represents the entire understanding of SELPA and MCBH 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.

28. 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.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized officers in the County of Monterey, State of California. This Memorandum of Understanding is effective July 1, 2019 by and between the undersigned parties.

COUNTY OF MONTEREY:

By: 
Elsa M. Jimenez, Director of Health

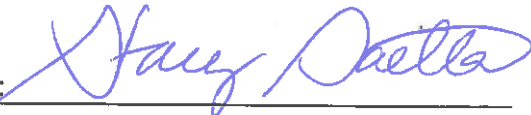
Date: 06/29/2019

MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA:

By: 
Kenyon Hopkins, Executive Director

Date: 5/30/19

APPROVED AS TO LEGAL FORM:

By: 
Deputy County Counsel

Date: 6/4/19

By: 
Executive Committee Chair

Dates: 5-30-19

APPROVED AS TO FISCAL PROVISIONS:

By: 
Auditor/Controller's Office

Date: 6-4-19

APPROVED AS TO LIABILITY PROVISIONS:

By: _____
Risk Manager

Date: _____

**INTERAGENCY AGREEMENT
BETWEEN**

**THE MONTEREY COUNTY SPECIAL EDUCATION
LOCAL PLAN AREA
(SELPA)**

AND

**THE MONTEREY COUNTY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
(MCBH)**

2019 – 2020

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Bureau for 2019-20

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.

Monterey County Special Education Local Plan Area (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. SELPA is authorized to obligate its member LEAs to the terms of this Agreement.

County of Monterey Health Department, Behavioral Health Bureau (MCBH) offers outpatient mental health services by qualified professionals at its current publicized rates. SELPA requests that MCBH facilitate the provisions of Psychological Services to students of the LEAs within SELPA who are eligible and where such services are deemed necessary in the IEP.

This Agreement defines the roles and responsibilities of SELPA, on behalf of its member LEAs, and MCBH in the provision of special education and related services to school-age individuals residing in Monterey County. Individuals referred to MCBH must be suspected of needing related services provided by MCBH. 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

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Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Bureau for 2019-20

Administration	
The SELPA, LEAs, and MCBH shall designate and identify liaison persons to administer and facilitate implementation of this Agreement. All parties to the Agreement shall engage in administrative activities designed to support implementation of the Agreement.	
SELPA/LEAs	MCBH
A. The SELPA Executive Director and the LEA special education administrators shall be the liaisons for facilitating interactions with MCBH.	A. A Services Manager shall be the liaison for facilitating interactions with local education agencies and the SELPA.
B. The SELPA Executive Director shall invite MCBH representatives to four meetings of the SELPA Director's Cabinet each year for the purposes of long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.	B. MCBH representatives shall annually attend at least three meetings of the SELPA Director's Cabinet each year for the purposes of long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.
C. Shall annually identify staff development activities for mutual participation.	C. Shall annually identify staff development activities for mutual participation.
D. Shall identify the continuum of placement options in the SELPA Procedural Handbook.	D. Shall assure that a range of psychological services including school-based counseling, outpatient counseling, and residential treatment is available to students needing these services. School-based services will be provided as outlined in the <i>Service Delivery</i> section of this Agreement.
E. NA	E. For students whose parents do not speak English, and upon request of a parent, shall provide translation from English to parent's primary language of all written correspondence, assessment reports, and treatment summaries, unless not feasible. Versions in both English and parent's primary language shall be forwarded to the IEP team.
F. Designated SELPA/LEA and MCBH staff shall be responsible for collaboratively monitoring contracts with all nonpublic schools within which students have been placed to ensure that services in the IEP are provided.	F. Designated SELPA/LEA and MCBH Service Manager shall be responsible for collaboratively monitoring contracts with all nonpublic schools within which students have been placed to ensure that services in the IEP are provided.
G. Shall include MCBH staff in Positive Behavioral Intervention Supports (PBIS) activities to ensure successful integration of mental health interventions.	G. Shall participate in Positive Behavioral Intervention Supports (PBIS) activities to assist with selection and provision of evidence-based therapeutic services.

**Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Bureau for 2019-20**

Release and Exchange of Information	
<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>	
LEAs	MCBH
<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>

**Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Bureau for 2019-20**

Referral	
<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 MCBH 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>	
LEAs	MCBH
A. For students who are already eligible for special education, the instructional team shall identify the possible need for a referral to MCBH.	A. NA
B. The Case Manager and School Psychologist shall:	B. NA
1. Notify the LEA's identified special education administrator.	1. NA
2. Schedule and convene an IEP team meeting (supplemental, annual, or reassessment, as appropriate) to determine if a referral is indicated. MCBH shall be invited to the IEP meeting, when possible.	2. NA
C. If the IEP team determines that a referral to MCBH is needed, the Case Manager and School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate), complete, and present to the parent for consent:	C. NA
1. A Notice of Referral for Reassessment and Proposed Action (NC 2B).	1. NA
2. An Assessment Plan (NC 3).	2. NA
3. A Parent Consent to Release/Exchange Information form (NC 9) as needed and required by law.	3. NA
D. Following completion of items in C above, the Case Manager and School Psychologist shall compile and forward to the LEA special education administrator a hard-copy packet to include:	D. NA
1. A completed referral to MCBH Services (RE 7), labeled "MCBH Referral".	1. NA

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Bureau for 2019-20

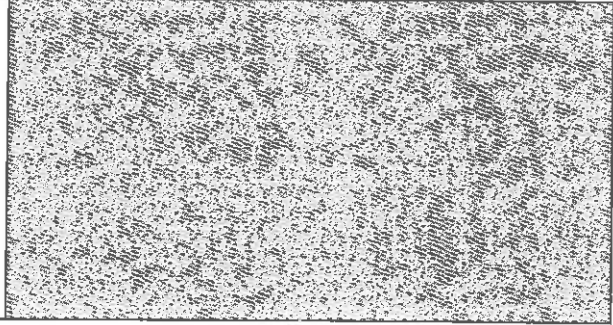
2. The most current psycho-educational and other relevant reports to SIRAS file.	2. NA
3. Completed copies of the Notice of Referral for Reassessment and Proposed Action (NC 2B), the consented Assessment Plan (NC 3), and any required Parent Consent to Release/Exchange Information (NC 9) forms with parent signature.	3. NA
4. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting no less than fifty (50) days (unless the MCBH 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. The IEP, however, shall be developed within 30 days after the commencement of the subsequent regular school year for each student for whom a referral has been made 30 days or less prior to the end of the regular school year (E.C. § 56344(a)).	4. NA
E. The identified LEA special education administrator, shall:	E. NA
1. Review the submitted packet to ensure that all documents as described in D above have been accurately and adequately addressed and completed.	1. NA
2. Scan and attach the referral packet to the student's SIRAS file.	2. NA
3. Assign the MCBH Unit Supervisor and other MCBH designated coordinator to the student in SIRAS.	3. NA
4. Notify the MCBH Unit Supervisor and	4. NA

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Bureau for 2019-20

<p>other MCBH designated coordinator of the referral via email (using SSID only) within five (5) working days of the LEA's receipt of parental consent for the MCBH assessment.</p>	
<p>F. Students who are being assessed for initial eligibility for special education, and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, may also be referred (concurrent assessment). The referral process is compiled and submitted following the steps outlined above with the exception of current psycho-educational assessments. A copy of the Notice of Referral for Special Education and Proposed Action and results of preliminary psycho-educational assessments, however, including those conducted by school personnel in accordance with E.C. § 56320, to the extent they are available, should be included. A telephone consultation between the Case Manager and/or School Psychologist and the MCBH Unit Supervisor will be conducted prior to the referral, whenever possible.</p>	<p>F. N/A</p>
<p>G. Students who are currently enrolled in a Therapeutic Intervention Program and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, may not require additional assessment to determine the provision of mental health as a related service. If the student is currently receiving services for social/emotional needs, the referral is compiled and submitted following the steps outlined above with the exception of completion of a Notice of Referral and Proposed Action (NC 2) and Assessment Plan (NC 3). A telephone consultation between the Case Manager and/or School Psychologist and the MCBH Unit Supervisor will be conducted prior to the referral. A copy of the results of psycho educational assessments conducted by school personnel in accordance with E.C. § 56320 should be included in the referral</p>	<p>G. N/A</p>

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
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packet. If an assessment to determine social/emotional needs has not been recently conducted, an assessment by behavioral health will be required. If the student will not require assessment to determine the areas of need, the IEP meeting notice to initiate services provided by MCBH should indicate a meeting date within 30 days.



Assessment Process	
<p>Assessments will be conducted by qualified, knowledgeable personnel using test instruments validated for the purpose for which they are used and shall assess individuals suspected of or identified with special needs in all areas of suspected disability. No single test shall be used as the sole criteria for determining an appropriate educational program. Tests shall be administered in a student's primary language or other mode of communication. These and all other assessment requirements shall be followed in accordance with the E.C. § 56320 and applicable federal and state law. MCBH shall conduct an assessment for all referred students for the purpose of identifying specific social/emotional needs and developing recommendations regarding goals, supports, strategies, and interventions that the student may require.</p>	
LEAs	MCBH
A. NA	<p>A. Shall immediately verify receipt of the referral via email to the special education administrator of the LEA and verify the IEP date or request a new date, if necessary.</p> <p>Shall, within five (5) working days of receipt of a referral packet, notify the special education administrator of any additional information needed by MCBH in order to conduct the assessment.</p>
B. NA	<p>B. Shall complete the assessment prior to the scheduled IEP team meeting unless the LEA and parent agree in writing to an extension or parent revokes consent for the assessment in writing.</p> <p>At a minimum, the assessment shall include a review of the referral packet, an observation of the 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 assessor and in consultation with the School Psychologist.</p>
<p>C. Shall contact the MCBH assessor to discuss the assessment results prior to the IEP team meeting, if determined necessary, after reviewing the MCBH assessment report.</p>	<p>C. Shall use the SELPA-approved assessment report template and provide a copy of the MCBH 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>

Individualized Education Program (IEP)	
<p>Upon completion of the assessment by MCBH, 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>	
LEAs	MCBH
<p>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.</p>	<p>A. NA</p>
<p>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 (NC 7), 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)).</p>	<p>B. Shall send a representative to attend the meeting unless excused in writing by the parent and the LEA. The representative must be able to interpret assessment results. If an assessment has been conducted and the parent disagrees with the assessor's related service recommendations, MCBH will provide the parent with written notification that they may require the assessor to attend the IEP team meeting to discuss the recommendation. The assessor shall attend the meeting if requested to do so by the parent.</p>
<p>C. Shall ensure completion of the following portions of the IEP, following discussion at the IEP team meeting, as they relate to services provided by MCBH:</p>	<p>C. Shall complete and bring a draft copy to the IEP meeting of the following portions of the IEP as they relate to services provided by MCBH:</p>
<p>1. Description of the present levels of social and emotional performance (E.C. § 56345(a)(1)).</p>	<p>1. Description of the present levels of social and emotional performance.</p>
<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 (E.C. § 56345(a)(2)).</p>	<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</p>	<p>3. Description of the manner in which the progress of the student toward meeting the annual goals related to services</p>

Individualized Education Program (IEP)	
<p>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>provided by MCBH will be provided. Unless otherwise noted in the IEP, MCBH 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 MCBH (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>If student is at imminent risk of residential placement, related services shall include Home Alternative to Residential Treatment (HART). HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate.</p>	<p>4. Description of the related services to be provided by MCBH (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>If student is at imminent risk of residential placement, related services shall include Home Alternative to Residential Treatment (HART). HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate.</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>
<p>D. When recommending dismissal from any related service provided by MCBH, shall notify the parent and the LEA's IEP team administrative designee to convene an IEP team meeting to discuss and document this proposed change.</p>	<p>D. When recommending dismissal from any related service provided by MCBH, shall notify the parent and the LEA's IEP team administrative designee to convene an IEP team meeting to discuss and document this proposed change.</p>
<p>E. Shall schedule an IEP team meeting within thirty (30) calendar days of request for meeting to discuss and document any proposed change in related services provided by MCBH. If it is determined to be appropriate by the IEP team, the change in MCBH service shall be made (E.C. § 56343).</p>	<p>E. NA</p>

Delivery of Services	
The following procedures shall be followed for delivery of related services provided by MCBH.	
LEAs	MCBH
A. NA	A. Shall ensure that services to be provided by MCBH are provided as specified on the IEP and begin as soon as possible following the development of the IEP. Shall contact the LEA special education administrator if services cannot be provided for any reason.
B. If services are to be provided at school, the clinician and the LEA case manager will collaboratively schedule the time and specific location of services.	B. If services are to be provided at school, the clinician and the LEA case manager will collaboratively schedule the time and specific location of services. The clinician will sign in and sign out at the school office during each school visit. Services must be made up when the provider is absent on a day of a regularly scheduled session. Services need not be made up when student is absent on the day of a regularly scheduled session and will not be provided during school holidays and breaks except for those provided during extended school year unless otherwise agreed upon in the IEP.
C. Meetings with the MCBH clinician will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged.	C. Meetings with the student's case manager and/or school psychologist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged.
D. If notified by the MCBH clinician of concerns about participation or non-attendance in treatment, shall assist in eliciting parent participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options.	D. If the clinician has concerns about lack of participation or non-attendance in treatment this will be conveyed to the student's school psychologist and case manager.

Transfers and Interim Placements	
LEAs Responsibilities:	
<p>Students transferring into the SELPA 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 LEA 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>	
LEAs	MCBH
<p>A. Shall refer to MCBH 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 MCBH.</p> <p>The referral shall be made in writing to MCBH within two (2) school days 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 not to exceed thirty (30) calendar days unless the parent agrees otherwise.</p> <p>Shall notify the LEA special education administrator if the student's parents cannot be contacted.</p>
B. The referral shall provide copies of the following documents to MCBH:	B. NA
1. A completed Interim Placement Form (IEP 11);	1. NA
2. Copies of the student's existing IEP, if available;	2. NA
3. Copies of reports received, if available;	3. NA
4. Notice of IEP Team Meeting (NC 6); and	4. NA
5. Signed Release and Exchange of Information form (NC 9).	5. NA
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)).	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.

Determination of Need for Residential Placement	
These procedures shall apply when a student is being considered for residential placement due to social/emotional/behavioral needs.	
LEAs	MCBH
A. Prior to the determination that a residential placement is necessary for the student to receive a free and appropriate public education, an IEP team including representatives from MCBH shall consider less restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional special education therapeutic intervention class, and/or Home Alternative to Residential Treatment (HART) services.	A. Prior to the determination that a residential placement is necessary for the student to receive a free and appropriate public education, an IEP team including representatives from MCBH shall consider less restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional special education therapeutic intervention class, and/or Home Alternative to Residential Treatment (HART) services.
B. If less restrictive alternatives have not been successful and the IEP team is considering placement in a residential placement, the student's LEA shall convene an IEP team meeting. This team meeting shall include the HART Program Coordinator or Unit Supervisor and a LEA representative authorized to make the placement decisions. The team shall document the following:	B. The HART Program Coordinator or Unit Supervisor will attend the IEP team meeting to review and document the alternatives to residential placement and the decision to seek a residential placement. The team shall document the following:
1. Alternatives to residential placement that were provided and why they have not been sufficient;	1. Alternatives to residential placement that were provided and why they have not been sufficient;
2. What interventions were previously considered but not provided, and why;	2. What interventions were previously considered but not provided, and why;
3. The decision to seek a residential placement.	3. The decision to seek a residential placement.

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Placement and Monitoring of Students in Residential Placement	
Following a decision to place a student in a residential setting, a case manager shall be designated to facilitate the placement and monitoring of the student. The LEA and MCBH each have specific responsibilities for students in residential placement.	
LEAs	MCBH
A. NA	A. Shall designate a case manager to coordinate the student's residential placement plan upon notification to place the student in a residential placement.
B. NA	B. The case manager shall coordinate the residential placement plan as soon as possible after the decision has been made to place a student in residential treatment. The residential placement plan shall include provisions, as determined in the student's IEP, for the care, supervision, special education, and related services required by the student.
C. NA	C. The MCBH case manager shall, in consultation with the IEP team's administrative designee, identify and recommend a potential placement that addresses the student's educational and social/emotional/behavioral needs in a manner that is cost-effective subject to the requirements of federal and state special education laws, including the requirement that the placement be appropriate and in the least restrictive environment.
<p>D. Before contracting with a nonpublic, nonsectarian school or agency outside of the state, the district, special education local plan area, or county office, the LEA shall document its efforts to utilize public schools or to locate an appropriate nonpublic nonsectarian school or agency program, or both within the state (EC § 56365(e)).</p> <p>For purposes of this Agreement, placement in an in-state non-public school certified by the California Department of Education (CDE) shall be considered less restrictive than placement in an out-of-state CDE certified non-public school placement.</p>	<p>D. The residential placement shall be in a facility that is located within, or in the county adjacent to, the county of residence of the parents of the student with a disability. When no nearby placement alternative that is able to implement the IEP can be identified, this determination shall be documented, and the MCBH case manager shall seek an appropriate placement to propose that is as close to the parents' home as possible.</p> <p>For purposes of this Agreement, an in-state residential placement shall be considered less restrictive than placement in an out-of-state facility.</p>
E. Residential placements may be made out of California only when:	E. Residential placements out of California will be recommended only when:

Placement and Monitoring of Students in Residential Placement	
<ol style="list-style-type: none"> 1. No in-state facility can meet the student's needs; 2. The requirements of items C and D of this section have been met; and 3. For educational purposes, the student shall receive services from a privately operated non-medical, non-detention school certified by the California Department of Education. 	<ol style="list-style-type: none"> 1. No in-state facility can meet the student's needs; and 2. The requirements of items C and D of this section have been met.
F. NA	F. Shall notify the LEA that a potential placement has been identified and request an IEP meeting to finalize the placement in the proposed residential facility.
G. In collaboration with MCBH, shall schedule and convene an IEP team meeting to finalize the residential placement.	G. Shall arrange for a MCBH Case Manager representative to attend the scheduled IEP team meeting.
<ol style="list-style-type: none"> 1. During the IEP team meeting to finalize the residential placement, the IEP team shall document the student's educational and social/emotional/behavioral treatment needs that support the need for residential placement and shall identify the special education and related services to be provided by the residential facility that cannot be provided in a less restrictive environment. 	<ol style="list-style-type: none"> 1. Shall participate with the IEP team in documenting the student's social/emotional/behavioral needs and related psychological services to be provided by the residential facility.
<ol style="list-style-type: none"> 2. Psychological services shall be individually identified on the IEP, rather than "bundled" under the umbrella term of "day treatment". 	<ol style="list-style-type: none"> 2. Shall participate in identifying required specific psychological services.
<ol style="list-style-type: none"> 3. MCBH Case Manager shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate. 	<ol style="list-style-type: none"> 3. Shall participate in specifying the frequency and duration of MCBH Case Manager social work services.
<ol style="list-style-type: none"> 4. Include in the IEP any transition activities determined to be necessary to assist the family with the student's social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team. 	<ol style="list-style-type: none"> 4. Shall develop a recommended plan to assist the family with the student's social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team.

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<p>5. The LEA shall be responsible for transportation of the student to and from the residential placement and for family visits required in order for the student to make sufficient educational progress. The specifics of transportation and family visits shall be outlined in the notes section of the IEP.</p>	<p>5. NA</p>
<p>H. Shall develop a master contract and individual services agreement between the LEA and nonpublic, nonsectarian school or agency services (E.C. § 56366). The LEA shall be responsible for providing or arranging for the special education and related services, other than psychological services, needed by the student.</p>	<p>H. Shall develop contracts and complete payment authorization for psychological services and board and care.</p>
<p>I. NA</p>	<p>I. Shall verify completion of the MCBH and LEA financial contracts for residential placement.</p>
<p>J. NA</p>	<p>J. Shall facilitate the enrollment of the student in the residential placement.</p>
<p>K. NA</p>	<p>K. Shall notify the LEA that placement has been arranged.</p>
<p>L. Shall periodically report to the parent on the progress the student is making toward meeting annual goals pursuant to the frequency and method indicated in the IEP for the student (E.C. § 56345(a)(3)).</p> <ol style="list-style-type: none"> 1. Shall share progress reports with MCBH. 2. When possible, the LEA progress reporting and MCBH face-to-face contacts will be combined and conducted collaboratively. 	<p>L. Shall conduct face-to-face contacts on a quarterly basis, or more frequently if determined necessary by the IEP team, with the student who is at the residential facility to monitor the level of care, supervision, provision of psychological services, overall progress, and assess continuing need for residential treatment.</p> <ol style="list-style-type: none"> 1. Shall provide notice to the LEA of the contact and invite LEA to participate. 2. When possible, the LEA progress reporting and MCBH face-to-face contacts will be combined and conducted collaboratively. 3. Monitoring activities shall include: <ol style="list-style-type: none"> (a) A record review; (b) Observation in residential and educational environments; (c) Interviews with teachers, therapists, house parents, the case manager, and other relevant staff members; (d) A meeting with the student; and (e) A review of overall progress.

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M. NA	M. Shall notify the LEA and the parent if there is a discrepancy between the level of care, supervision, or the provision of psychological services and the requirements of the IEP.
N. Will convene and participate in an IEP team meeting to include representatives from MCBH within six (6) months of residential placement and every six (6) months thereafter as long as the student remains in residential placement.	N. Will attend the scheduled IEP team meeting.

**Interagency Agreement Between The Monterey County Special Education Local Plan Area and
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Financial Responsibilities	
<p>The following is an outline of the conditions and limitations for reimbursement to MCBH from SELPA 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.</p>	
SELPA/LEAs	MCBH
A. SELPA shall reimburse MCBH for assessments and related services provided by MCBH as specified in the IEP and in the Memorandum of Understanding between SELPA and MCBH.	A. Submit invoices and back-up documentation for reimbursement of costs incurred in provision of assessments and related services to SELPA as specified in the Memorandum of Understanding between SELPA and MCBH.
B. The student's LEA of residence shall be financially responsible for special education and non-therapeutic related services while the student is in a residential placement pursuant to an IEP.	B. NA
C. The student's LEA of residence shall provide transportation of a student to and from the location for receiving services provided by MCBH as specified in the IEP if services are provided at a site other than the student's school or home.	C. NA
D. The student's LEA shall be financially responsible for transportation of the student to and from the residential placement and for family visits required in order for the student to make sufficient educational progress, as identified on the IEP.	D. NA

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Provision of Facilities and Support at LEA Sites	
LEAs shall provide appropriate facilities and support for the provision of psychological services provided by MCBH at school.	
LEAs	MCBH
A. NA	A. Shall, whenever possible and appropriate to the needs of the student, provide services at the student's school of attendance.
B. Shall collaborate with MCBH to establish a regular treatment schedule.	B. Shall collaborate with the LEA to establish a regular treatment schedule.
C. The LEA special education administrator shall make the site administrator where services will be provided, aware of the obligation to provide appropriate space.	C. NA
D. The site administrator where services will be provided shall identify and reserve space for services scheduled to be delivered at the school site that:	D. NA
1. Afford the student and clinician a private and confidential environment;	1. NA
2. Contain appropriate chairs and work surfaces;	2. NA
3. Meet health and safety requirements;	3. NA
4. Allow access to emergency support if needed; and	4. NA
5. Are of sufficient size to accommodate small groups when needed.	5. NA

Communication Hierarchy and Interagency Agreement Dispute Resolution	
<p>It is the intention of the SELPA, LEAs, and MCBH 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.</p>	
SELPA/LEAs	MCBH
<p>A. Appropriate staff members from LEAs operating TI classes shall participate in monthly meetings with MCBH staff and in quarterly meetings with appropriate staff members from other LEAs that have a substantial number of students receiving psychological services. Multiple small school districts may be included in the same quarterly meetings.</p>	<p>A. Appropriate staff members from MCBH shall participate in monthly meetings with staff members from LEAs operating TI classes and in quarterly meetings with staff members from other LEAs that have a substantial number of students receiving psychological services. Multiple small school districts may be included in the same quarterly meetings.</p>
<p>B. 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.</p>	<p>B. 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.</p>
<p>C. If an issue develops that has not yet risen to the level of a dispute between the school site staff and the MCBH therapist, the following communication hierarchy shall be followed:</p>	<p>C. If an issue develops that has not yet risen to the level of a dispute between the school site staff and the MCBH therapist, the following communication hierarchy shall be followed:</p>
<p>1. The involved LEA staff member shall discuss the concern directly with the involved MCBH therapist.</p>	<p>1. The involved MCBH therapist shall discuss the concern directly with the involved LEA staff member.</p>
<p>2. If unresolved, the LEA staff member's designated special education administrator shall discuss the concern with the MCBH therapist's supervisor.</p>	<p>2. If unresolved, the MCBH therapist's supervisor shall discuss the concern with the LEA staff member's designated special education administrator.</p>
<p>D. 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:</p>	<p>D. 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:</p>

Communication Hierarchy and Interagency Agreement Dispute Resolution	
1. The LEA special education administrator shall, in a timely manner, contact the MCBH Services Manager to communicate and seek resolution to any dispute arising from the Interagency Agreement.	1. The MCBH 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 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.	2. If unresolved, the dissatisfied party shall develop a written request for dispute resolution to include a description of the concerns to be 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.
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.	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.
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.	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.
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.	B. If the dispute involves an alleged failure to provide psychological services and MCBH has been providing those services prior to the dispute, MCBH shall continue to provide the services until the dispute resolution proceedings are complete.
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.	C. NA
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	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


Communication Hierarchy and Interagency Agreement Dispute Resolution	
IEP is not altered, except as to which agency will provide the service specified in the IEP.	IEP is not altered, except as to which agency will provide the service specified in the IEP.
E. Once the dispute resolution procedures have been completed, shall work collaboratively with MCBH to implement the agreed upon resolution.	E. Once the dispute resolution procedures have been completed, shall work collaboratively with SELPA/LEA to implement the agreed upon resolution.

Training and Technical Assistance	
It is the intent of the SELPA, LEAs, and MCBH to provide on-going technical assistance to each agency respective to provision of special education and related services in the area of social/emotional/behavioral needs.	
SELPA/LEAs	MCBH
A. The SELPA shall designate the personnel responsible for coordinating training opportunities with MCBH.	A. MCBH shall designate personnel responsible for coordinating training opportunities with public schools within the SELPA.
B. The designated SELPA personnel shall notify the designated MCBH personnel of training opportunities appropriate for special education and due process.	B. The designated MCBH personnel shall notify the designated SELPA personnel of training opportunities appropriate for special education and due process.
C. Shall participate with designated MCBH staff to collaboratively plan mutual staff development activities. At a minimum, these activities will include an annual training for SELPA/LEA and MCBH staff on the procedures outlined in this Agreement.	C. Shall participate with designated SELPA/LEA staff to collaboratively plan mutual staff development activities. At a minimum, these activities will include an annual training for SELPA, LEA, and MCBH staff on the procedures outlined in this Agreement.
D. Appropriate SELPA/LEA personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.	D. Appropriate MCBH personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.

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:

By: 
Elsa M. Jimenez
Director of Health

Date: 06/27/2019

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

By: 
Kenyon Hopkins
Executive Director

Date: 5/30/19

APPROVED AS TO LEGAL FORM:

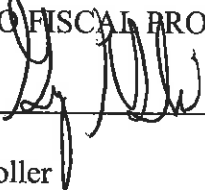
By: 
Stacy Saetta
Deputy County Council

Date: 6/4/19

By: 
Executive Committee Chair

Date: 5-30-19

APPROVED AS TO FISCAL PROVISIONS:

By: 
Gary Giboney
Auditor-Controller

Date: 6-7-19

Appendix A – Referral Form



Monterey County Special Education Local Plan Area

Referral for Monterey County Behavioral Health Services, Page 1 of 1

Date: _____

STUDENT INFORMATION

Student: _____ Date of Birth: _____ Age: _____
 Parent phone confirmed as working Address confirmed as current SSID #: _____ School: _____

REASON FOR REFERRAL

Briefly describe behaviors that clearly explain the areas of concern/impairment in social emotional functioning:

Briefly describe less restrictive intervention(s) that have been attempted and student response to those intervention(s):

What are the desired outcomes of this referral and are there any known barriers to care?

- Student is not yet eligible and the MCBH assessment will be concurrent with the initial assessment
- Student is currently enrolled in a Therapeutic Intervention Program (TIP)*
- Student is currently receiving MCBH services through the General Education Program*

* An IEP meeting notice should indicate a meeting date within 30 days

ATTACHED DOCUMENTS

The following documents are attached in SIRAS:

- Notice of Referral for Reassessment and Proposed Action (NC 2B)*
- Assessment Plan (NC 3)*
- Notice of IEP Team Meeting (NC 6)
- Parent Consent to Release/Exchange Information (NC 9), as needed and required by law

* If this is a TIP referral and the student is currently receiving services for social/emotional needs through the MCBH, a Notice of Referral and Proposed Action (NC 2) and Assessment Plan (NC 3) may not be required. If an assessment to determine social/emotional needs has not been recently conducted, a behavioral health assessment will be required.

LEA CONTACT INFORMATION

IEP Case Carrier : _____ Phone: _____
Email Address: _____
School Psychologist: _____ Phone: _____
Email Address: _____

SPED Administrator Signature (Documenting Review of Referral and Related Documents): _____

RE 7 (2/17)

Appendix B – Relevant IEP Forms

Note: The SELPA is in the process of transitioning to a new web-based IEP system that may involve revision to some forms included in this index.



Monterey County Special Education Local Plan Area
Notice of Referral for Special Education and Proposed Action

Student: _____ Date of Birth: _____ Date: _____

PARENT NOTICE

Your child has been referred for an assessment to determine initial eligibility for special education and current educational needs.

To decide upon the appropriate action, the following procedures were used:

Review of student records (specify):

Review of assessments and/or assessment reports (specify):

- Observation of your child's progress in his or her current placement
- Teacher/Specialist input about your child's educational needs
- Parent input
- Other: _____

Based upon the information gathered as indicated above, the following action is proposed:

- Conduct the requested assessment (*Assessment Plan* attached)
- Deny the request for assessment (*Explanation of Denied Request for Assessment* attached)

PARENT RESPONSE

Please check one of the following boxes:

- I agree with the proposed action.
- I do not agree with the proposed action and request reconsideration.

Signature of Parent/Adult Student: _____ Date: _____

Return To: _____ Title: _____

Location: _____ Phone: _____

A copy of the *Notice of Procedural Safeguards* is enclosed.



Monterey County Special Education Local Plan Area
Notice of Referral for Reassessment and Proposed Action

Student: _____ Date of Birth: _____ Date: _____

PARENT NOTICE

Your child has been referred for an assessment to determine:

- Current educational needs/possible need for revision of the IEP
- Continuing eligibility for special education and current educational needs

To decide upon the appropriate action, the following procedures were used:

- Review of student records (specify):

- Review of assessments and/or assessment reports (specify):

- Observation of your child's progress in his or her current placement
- Teacher/Specialist input about your child's educational needs
- Parent input
- Other: _____

Proposed Action (Select one action from A or B, below):

A. Additional Assessment to Determine Current Educational Needs

- Conduct the requested assessment (*Assessment Plan* attached)
- Deny the request for assessment (*Explanation of Denied Request for Assessment* attached)

B. Assessment to Determine Continuing Eligibility and Current Educational Needs

- Conduct assessment to gather further data to determine continuing eligibility and/or current educational needs (*Assessment Plan* attached)
- Use existing assessment data to determine continuing eligibility and/or current educational needs (you have the right, however, to request additional assessment in the *Parent Response* section below).

PARENT RESPONSE

Please check one of the following three boxes:

- I agree with the proposed action.
- I do not agree with the proposed action as identified in item A, and request reconsideration.
- I do not agree with the proposed action as identified in item B, and request additional assessment data.

Signature of Parent/Adult Student: _____ Date: _____

Return To: _____ Title: _____

Location: _____ Phone: _____

- A copy of the *Notice of Procedural Safeguards* is enclosed.

NC 2B (8/13)



Monterey County Special Education Local Plan Area Notice of IEP Team Meeting

Student: _____ Date of Birth: _____ Date: _____

PARENT NOTICE

An Individualized Education Program (IEP) team meeting has been scheduled for your child. You are requested, as a participating member of this team, to attend the meeting. Your participation is important in the development of an appropriate educational program for your child. Your child is invited to attend all or part of the meeting if it is appropriate and we strongly encourage your child's attendance if transition planning and services will be discussed. If your child is 18 years of age or older, he/she is required to participate. You may bring someone with you or you may designate another person to be your representative if you are unable to attend. The meeting is scheduled for:

Date _____ Time _____ Place _____

At the meeting, the following areas will be discussed:

- | | |
|---|---|
| <input type="checkbox"/> Assessment Results | <input type="checkbox"/> Possible change in placement due to: |
| <input type="checkbox"/> Eligibility for special education | <input type="checkbox"/> Need for less restrictive placement |
| <input type="checkbox"/> Development or revision of the IEP | <input type="checkbox"/> Need for more restrictive placement |
| <input type="checkbox"/> Review of student progress | <input type="checkbox"/> Possible disciplinary action |
| <input type="checkbox"/> Transition Planning and Services* | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Behavioral Emergency | <input type="checkbox"/> Other: _____ |

* With parent consent, appropriate agency representatives will be invited to attend

We anticipate that the following IEP team members will be in attendance:

Title	Name	Title	Name
LEA Representative			
General Education Teacher			

PARENT RESPONSE

- I have received a copy of the *Notice of Procedural Safeguards*.
- I plan to attend the meeting.
- I do not plan to attend the meeting, but am available by teleconference.
- I request a different time/and or place; please contact me at: _____
- I request an interpreter in my primary language or other mode of communication: _____
- I do not plan to attend the meeting but give consent for the meeting to be held without me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- I do not plan to attend the meeting but will send _____ to represent me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- If transition planning and services will be discussed, I consent to appropriate agency representatives being invited.

Signature of Parent/Adult Student: _____ Date: _____

Return To: _____ Title: _____

Location: _____ Phone: _____



Monterey County Special Education Local Plan Area
Parent Consent to Release/Exchange Information

Date: _____

To the parents of: _____ Date of Birth: _____

This consent authorizes information relevant to your child's education to go to, from and between the representatives of the _____ (public school agency) and representatives of the agency and/or the individual listed below. This information will be used to assist in assessing your child's educational/health needs related to the development of an appropriate educational program.

Agency or Individual: _____

Address: _____

Phone: _____ Contact (if agency): _____

The following information may be exchanged:

- Assessments conducted by district or county office of education teachers/specialists
- Individualized education program (IEP) and related documents/information
- Observations of student by district or county office of education teachers/specialists
- Educational records (e.g., grades, attendance, discipline)
- School health and developmental records (e.g., immunizations, school health care plans)
- Medical records (specify below) from _____ to _____

- Hearing and/or vision reports
- Assessments from other agencies (e.g., Department of Mental Health, private psychological and educational assessments)
- Other: _____

This authorization shall become effective immediately and shall remain in effect for three (3) years from the date of parent consent unless revoked by the parent prior to expiration of the three-year period. Requested records will become a part of the student's confidential special education and/or cumulative file. Access to these files is provided only to those individuals or agencies required or permitted by law or when provided with written parental consent.

PARENT CONSENT

I consent to the exchange of information between the agency or individual listed above and the identified public education agency. I understand that I may cancel all or any part of this consent by written notification at any time.

Signature of Parent/ Adult Student: _____ Date: _____

SEND REPORTS TO

Agency: _____ Department: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Attention: _____ Fax: _____ Phone: _____



Monterey County Special Education Local Plan Area IEP – Demographic Data

Date: _____

STUDENT INFORMATION

Student: _____ **Date of Birth:** _____ **Age:** _____
Grade: _____ **SSID Number:** _____ **Student Identification Number:** _____ **Gender:** _____
Migrant Program Eligibility: Yes No **English Proficiency:** EO EL IFEP RFEP
Home Language: _____ **Hispanic/Latino:** Yes No Decline to State
Race 1: _____ **Race 2:** _____ **Race 3:** _____
LEA of Residence: _____ **LEA of Service:** _____
School of Residence*: _____ **School of Attendance*:** _____
***If Different, Give Reason:** _____ **School Type:** _____
Setting (ages 3-5): _____ **Setting (ages 6-22):** _____
Residence: _____ **Specify Residence Name (if applicable):** _____
Parent/Guardian: _____ **Email Address:** _____
Street Address/P.O. Box: _____ **City:** _____ **Zip:** _____
Home Phone: _____ **Work Phone:** _____ **Cell Phone:** _____
Parent/Guardian: _____ **Email Address:** _____
Street Address/P.O. Box: _____ **City:** _____ **Zip:** _____
Home Phone: _____ **Work Phone:** _____ **Cell Phone:** _____
Other Contact: _____ **Email Address:** _____
Street Address/P.O. Box: _____ **City:** _____ **Zip:** _____
Main Phone: _____ **Alternate Phone:** _____ **Cell Phone:** _____
Educational Rights: Parent/Guardian Educational Representative Surrogate Parent Adult Student
Ed. Rep./Surrogate (if applicable): _____ **Email Address:** _____
Street Address/P.O. Box: _____ **City:** _____ **Zip:** _____
Main Phone: _____ **Alternate Phone:** _____ **Cell Phone:** _____

MEETING/CASE MANAGER INFORMATION

Meeting Type: Initial Annual Reassessment Other: _____
Initial Referral Date: _____ **Referred By:** _____
Date of Parent Consent for Initial Assessment: _____ **Initial Assessment IEP Date:** _____
Initial Special Education Entry Date: _____ **Current Complete IEP Date:** _____
Most Recent Assessment IEP Date: _____ **Next Assessment Due:** _____
Supplemental IEP Review (if prior to annual) Due: _____ **Next Annual IEP Review Due:** _____
Case Manager: _____ **Position:** _____
Phone: _____ **Cell Phone:** _____ **Email:** _____

SPECIAL FACTORS (check the appropriate box for each item)

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	This is an initial placement and student received coordinated general education early intervening services using Federal IDEA funds in one or both of the preceding two years.
<input type="checkbox"/>	<input type="checkbox"/>	Student exhibits behavior that requires a behavior intervention plan.
<input type="checkbox"/>	<input type="checkbox"/>	Student is transitioning from special class or NPS to general education class on public campus.
<input type="checkbox"/>	<input type="checkbox"/>	Student is transitioning from preschool to elementary school and may require a less intensive program.
<input type="checkbox"/>	<input type="checkbox"/>	Student is being considered for possible change in placement due to disciplinary action (more than 10 days of suspension or possible expulsion).
<input type="checkbox"/>	<input type="checkbox"/>	Student has been identified as at risk for grade retention and final recommendation is being considered.



Monterey County Special Education Local Plan Area

IEP – Eligibility

Student: _____ Date of Birth: _____ Date: _____

ELIGIBILITY

- Student is eligible for special education and related services in the area(s) identified below.
Primary Disability: _____ Secondary Disability: _____
- Student is eligible for low incidence funding (visual impairment, deaf/hard-of-hearing, or severe orthopedic impairment).
- Student is not eligible for special education and related services (explain on *IEP Notes Additional Information* page).
- Student will be exiting special education and related services effective: _____
This exit is due to: _____

EFFECT OF DISABILITY AND AREAS OF NEED (complete for eligible students only)

This student's disability causes difficulty developing skills in the areas checked below which might affect his or her ability to participate and progress in the general curriculum or (for preschoolers) participate in appropriate activities:

- | | | |
|--|---|---|
| <input type="checkbox"/> Reading – Decoding / Fluency | <input type="checkbox"/> Receptive Language | <input type="checkbox"/> Recreation/Leisure |
| <input type="checkbox"/> Reading – Comprehension | <input type="checkbox"/> Expressive Language | <input type="checkbox"/> Self-Care |
| <input type="checkbox"/> Math – Calculation | <input type="checkbox"/> Articulation/Voice/Fluency | <input type="checkbox"/> Mobility |
| <input type="checkbox"/> Math – Applications | <input type="checkbox"/> Study/Organization Skills | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Written Language | <input type="checkbox"/> Social/Behavioral/Emotional Skills | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Readiness – English Language Arts | <input type="checkbox"/> Attention | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Readiness – Math | <input type="checkbox"/> Vocational Skills | <input type="checkbox"/> Other: _____ |

STUDENT STRENGTHS, PREFERENCES, AND INTERESTS

PARENT CONCERNS RELEVANT TO EDUCATIONAL PROGRESS



Monterey County Special Education Local Plan Area
IEP – Present Levels and Goals

Student: _____ Date of Birth: _____ Date: _____

PRESENT LEVELS OF ACADEMIC ACHIEVEMENT & FUNCTIONAL PERFORMANCE /ANNUAL GOALS

Area 1: _____ Skill (Optional) _____

Present Level:

Annual Goal:

Baseline:

Curriculum Standard:	Implemented by:
----------------------	-----------------

- Goal is related to enabling the student to participate in general education curriculum.
- Goal is related to meeting other educational needs resulting from the student's disability.
- Goal supports the student's post-secondary goals/expectations.
- Goal supports one or more ELD standards as identified under "Curriculum Standard".

Area 2: _____ Skill (Optional) _____

Present Level:

Annual Goal:

Baseline:

Curriculum Standard:	Implemented by:
----------------------	-----------------

- Goal is related to enabling the student to participate in general education curriculum.
- Goal is related to meeting other educational needs resulting from the student's disability.
- Goal supports the student's post-secondary goals/expectations.
- Goal supports one or more ELD standards as identified under "Curriculum Standard".

PROGRESS REPORT METHOD AND FREQUENCY

Report Provided: With Grade Reports At Conferences Other: _____ Frequency: _____



Monterey County Special Education Local Plan Area

IEP – Special Education and Related Services

Student: _____ Date of Birth: _____ Date: _____

SPECIAL EDUCATION AND RELATED SERVICE OPTIONS CONSIDERED

The following service options were considered:

- | | |
|---|--|
| <input type="checkbox"/> General Education Class
<input type="checkbox"/> Resource Specialist/Learning Center Support
<input type="checkbox"/> District Special Education Class
<input type="checkbox"/> Regional Special Education Class
<input type="checkbox"/> State School | <input type="checkbox"/> Home and Hospital
<input type="checkbox"/> Nonpublic School
<input type="checkbox"/> Related Services
<input type="checkbox"/> Other: _____
<input type="checkbox"/> Other: _____ |
|---|--|

SPECIAL EDUCATION AND RELATED SERVICES OFFERED

Primary Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:



Monterey County Special Education Local Plan Area IEP – Supplementary Aids, Services, Extended School Year

Student: _____ Date of Birth: _____ Date: _____

SUPPORTS FOR SCHOOL PERSONNEL

Supports for school personnel are required for this student. No Yes (specify below)

Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration:	Start Date:	End Date:
Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration:	Start Date:	End Date:
Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration:	Start Date:	End Date:

TRANSPORTATION

Special Education Transportation: No Yes (Check Reason Below)
 Required in order to access appropriate program Severe or orthopedic disability
 Other: _____

Provided By: _____ Responsible Agency: _____

PHYSICAL EDUCATION

Physical Education: Regular Modified Adapted (list on IEP 7) Requirement met or legally waived by LEA

EXTENDED SCHOOL YEAR (ESY)

Without ESY, would the nature and/or severity of this student's disability (or interfering behaviors):

- Yes No Prohibit benefit from his or her educational program during the subsequent year?
 Yes No Cause regression in critical skills and/or difficulty in recovering those skills within a reasonable period of time?
 Yes No Based upon the above information, ESY services are required (if yes, complete remainder of page).

Primary Service for ESY:	Provider:	Responsible Staff:	Primary Location:
Delivery Model:	Frequency:	Duration:	Dates: LEAs ESY calendar unless otherwise stated below

Specify any ESY service (other than the primary service) that will differ from what is outlined in the IEP for the regular academic year, (e.g., related services, frequency/duration of related services, time in general education, transportation, type of physical education, any other aid or support) and/or ESY dates that differ from the approved LEA ESY calendar:



Monterey County Special Education Local Plan Area

IEP – Consent and Signatures

Student: _____ Date of Birth: _____ Date: _____

PARENT ACKNOWLEDGEMENTS AND REQUESTS

Check all of the following boxes that apply:

1. I have received a copy the *Notice of Procedural Safeguards*.
2. I attended and participated in the IEP team meeting.
3. I received notice of the IEP team meeting but did not attend.
If parent did not attend, specify the methods and dates of contact to encourage the parent to attend.

a. Method/Date: _____	c. Method/Date: _____
b. Method/Date: _____	d. Method/Date: _____
4. I request a copy of this IEP in my primary language/other mode of communication: _____
5. I have received a copy of the assessment report(s) reviewed in developing this IEP.
6. Yes No The school district facilitated parent involvement as a means of improving services & results for my child.

PARENT CONSENTS

Check one of the following two boxes:

1. I agree with the determination of my child's eligibility or ineligibility for special education.
2. I do not agree with the determination of my child's eligibility or ineligibility for special education.

If your child is eligible for special education, check one of the following three boxes:

1. I understand and consent to the contents of this IEP.
2. I understand and consent to the contents of this IEP except for: _____
3. I do not consent to the contents of this IEP.

If your child is eligible for special education, check the box below, if applicable

- I have received a copy of "Consent to Bill Medi-Cal and Release Information".

I understand that services will not be made-up when my child is absent or when a normally scheduled session falls on a non-student day unless otherwise agreed upon and that services will not be provided during school holidays and breaks except for those provided during extended school year.

Signature of Parent/Adult Student: _____ Date: _____

Signature of Parent/Adult Student: _____ Date: _____

IEP TEAM MEETING PARTICIPANTS

The following people participated in the IEP team meeting. If the student has been determined eligible under the category of specific learning disability, each participant agrees that the eligibility finding reflects his or her own conclusion unless a "D" is placed next to his or her signature, indicating a dissenting opinion. Any IEP team member placing a "D" by his or her signature must attach a statement specifying the team member's differing conclusion.

Signature	Position	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Monterey County Special Education Local Plan Area
IEP – Notes/Additional Information

Student: _____ Date of Birth: _____ Date: _____

**EXHIBIT B:
Monterey County Behavioral Health Bureau Services, Billing Structure and
Payment Rates**

I. SERVICES

CASEMIS	MCBH
<p>Service: Individual Counseling Code: 510</p> <p>Service Description: One-to-one counseling provided pursuant to an IEP by a qualified individual. Counseling may focus on topics such as educational, career, personal, anger control, gang awareness and prevention, and substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Rational Emotive Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p>Service: Individual Therapy Code: 342/272/345/772 SFC: 10-70</p>
<p>Service: Counseling and Guidance Code: 515</p> <p>Service Description: Counseling in a group setting provided pursuant to an IEP by a qualified individual. Group counseling may focus on topics such as educational, career, personal, social skills, anger control, gang awareness and prevention, substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Rational Emotive Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p>Service: Group Therapy Code: 352 SFC: 10-59</p>
<p>Service: Parent Counseling Code: 520</p> <p>Service Description: Individual or group counseling provided pursuant to an IEP by a qualified individual to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. Counseling/therapy techniques typically involve Cognitive Behavior Therapy but may also include other techniques.</p>	<p>Service: Parent Counseling Code: 322/313/222 SFC: 10-59</p>
<p>Service: Psychological Services Code: 530</p> <p>Service Description: These services provided pursuant to an IEP by a credentialed or licensed psychologist include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP.</p>	<p>Service: Collateral Code: 312/315 SFC: 10-59</p>

<p>Service: Assessment Code: N/A</p> <p>Service Description: Individual diagnostic assessment in the area of social and emotional development as specified in the student's assessment plan.</p>	<p>Service: Assessment Code: 332/392/395 SFC: 10-59</p>
<p>Service: Social Work Services Code: 525</p> <p>Service Description: Home Alternative to Residential Treatment (HART) social work services provided pursuant to an IEP by a qualified individual, include, but are not limited to, 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>Service: Case Management/Brokerage Code: 302/202/305/382 SFC: 01-59</p>
<p>Service: Residential Treatment Code: 545</p> <p>Service Description: A 24-hour out-of-home placement provided pursuant to an IEP that provides intensive therapeutic services to support the educational program. Services may include mental health treatment as well as board and care.</p>	<p>Service: Residential Treatment Code: 193 SFC: N/A</p>

II. BILLING STRUCTURE / PAYMENT RATE

A. Mental Health Services

MCBH shall submit to SELPA a quarterly invoice for the provision of Mental Health Services rendered from July 1, 2019 to June 30, 2020. MCBH shall invoice SELPA only for the non Medi-Cal portion of the costs. Each quarterly invoice will be based on the prevailing County Interim Rates (CIRs) billed to Medi-Cal less the estimated Federal Financial Participation and will be submitted within thirty (30) days after the end of each quarter.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services up to each School District's Total Annual Amount. The Total Annual Amounts per District are based on the prior Fiscal Years' service usage patterns in combination with average percentage of Medi-Cal recipients served through an IEP. Mental Health Services shall be paid in arrears, not to exceed the total maximum amount of **\$3,595,096**.

School District	Total Annual Amount
Alisal Union School District	\$ 192,440.83
Carmel Unified School District	\$ 203,656.18
Chualar Union School District	\$ 4,091.70
Gonzales Unified School District	\$ 88,847.17
Greenfield Union School District	\$ 163,668.00
King City Union School District	\$ 42,623.24
MCOE Home Charter	\$ 21,821.85
Monterey Peninsula Unified School District	\$ 278,624.31
North Monterey Unified School District	\$ 235,976.52
Pacific Grove Unified School District	\$ 171,851.40
Salinas City Elementary School District	\$ 174,584.66
Salinas Union High School District	\$ 289,250.46
San Antonio Union Elementary	\$ 16,366.80
San Ardo Union Elementary	\$ 8,183.40
Santa Rita Union Elementary	\$ 25,915.19
Soledad Unified School District	\$ 179,412.86
South Monterey County Joint Union High School District	\$ 86,383.97
Spreckels Union School District	\$ 8,183.40
Washington Union School District	\$ 13,639.27
Alisal High TIP	\$ 87,292.33
Washington Middle TIP	\$ 81,834.00
Del Rey Woods Elementary Key	\$ 218,218.54
Colton Middle School Key	\$ 95,475.73
Monterey High Key	\$ 109,109.27
Salinas City Elementary TIP	\$ 163,668.00
MCOE TIP	\$ 380,601.75
MCOE Alternative Education	\$ 163,668.00
Soledad High TIP	\$ 89,706.43
Grand Total	\$ 3,595,096.00

- B. **Home Alternative to Residential Treatment (HART) and Residential Treatment**
 MCBH shall submit to SELPA a quarterly invoice for the total cost of HART and Residential Treatment subcontracted services rendered from July 1, 2019 to June 30, 2020. Each quarterly invoice will be based on actual costs and estimated revenue and will be submitted within their (30) days after the end of each quarter.

SELPA shall pay to MCBH the full cost of the provision of HART and Residential Treatment subcontracted services. The total cost for HART and Residential Treatment are based on each subcontractor negotiated and provisional billing rate and unit of services, which varies by facility. The Residential board and care billing rate is set forth by the State of California Health and Human Services Agency, Department of Social Services. HART and Residential Treatment services shall be paid in arrears according to the terms of the Agreement between the facility and MCBH.

EXHIBIT C:

MCBH INSURANCE

MCBH 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 MCBH shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. MCBH 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 MCBH'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 SELPA and each of its member LEAs 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 MCBH, its officers, directors, agents, and/or employees. MCBH, upon execution of this MOU, shall furnish the SELPA and each of its member LEAs 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 the SELPA and each of its member LEAs of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT D:

SELPA and MEMBER LEAs INSURANCE

The SELPA and each of its member LEAs certify that they maintain a program of insurance and self-insurance that covers each of their 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 SELPA and each of its member LEAs shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The SELPA and each of its member LEAs shall maintain insurance or self-insurance 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 the SELPA's and each of its member LEA'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 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 the SELPA and each of its member LEAs, their officers, directors, agents, and/or employees. The SELPA and each of its member LEAs, upon execution of this MOU, shall furnish MCBH with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to MCBH of any modification, change, or cancellation of any of the above insurance coverages.