



Monterey County

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Director of Health to sign a Memorandum of Understanding (MOU) and attached Interagency Agreement (IA) with the Monterey County Special Education Local Plan Area (SELPA) for reimbursement to the County for the provision of Educational Related Mental Health Services (ERMHS) in Fiscal Year (FY) 2012-13.

PASSED AND ADOPTED on this 18th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on June 18, 2013.

Dated: June 20, 2013
File Number: A 13-112

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

Exhibit A: Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Division for 2012-2013

**INTERAGENCY AGREEMENT
BETWEEN
THE MONTEREY COUNTY SPECIAL EDUCATION
LOCAL PLAN AREA
AND
THE MONTEREY COUNTY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
2012-2013**

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Division for 2012-2013

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.

Monterey County 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.

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Interagency Agreement Between The Monterey County Special Education Local Plan Area and
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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.	
A. The SELPA Executive Director and the LEA special education administrators shall be the liaisons for facilitating interactions with MCBH.	A. A Program 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 are 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 Program 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.

Release and Exchange of Information

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).

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.

A. NA

Referral	
<p>An IEP team may refer a student who has been determined to be an individual with exceptional needs (IWEN) or is suspected of being an IWEN as defined in E.C. § 56026 and who is 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>	
A. For students who are already eligible for special education, shall discuss the need for a referral to MCBH at an IEP team meeting. Following the IEP team meeting, the referral packet shall be compiled by the school psychologist and will contain copies of the following documents:	A NA
1. Referral for MCBH Services (RE 7);	1 NA
2. Notice of Referral and Proposed Action (NC 2);	2 NA
3. Assessment Plan (NC 3);	3 NA
4. Notice of IEP Team Meeting (NC 6) scheduling a 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 (E.C. § 56344(a));	4 NA
5. Release/Exchange Information (NC 9), showing written parent consent;	5 NA
6. All current psycho-educational assessment reports, including reports completed by other agencies; and	6 NA
7. A Functional Analysis Assessment and Behavior Intervention Plan (IEP 6G), if existing.	7 NA

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Referral	
<p>B. Shall provide the referral packet within five (5) working days of the LEA's receipt of parental consent for the MCBH assessment.</p>	<p>B. NA</p>
<p>C. 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. The referral packet is compiled and submitted following sections A and B above with the exception of current psycho-educational assessments. 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.</p>	<p>C. NA</p>

Assessment Process

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 determining specific needs and for recommendations regarding goals, related services to be provided by MCBH, and frequency/duration of those services.

A. NA	<p>A. Shall immediately verify receipt of the referral via email to the special education administrator of the LEA.</p> <p>Shall, within five (5) working days of receipt of a referral packet, notify the special education administrator of the LEA, in writing, that the packet is complete and verify the IEP date or request a new date, if necessary.</p> <p>If the referral is determined to be incomplete, MCBH shall contact the special education administrator of the LEA to obtain missing information. Following submission of missing items by the LEA, shall notify the special education administrator of the LEA, in writing, that the packet is complete and verify the IEP date or request a new date, if necessary.</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 teachers and parents.</p>
C. NA	<p>C. Shall provide to the IEP team a copy of the MCBH assessment report.</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>	
<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 CAPA 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</p>	<p>3. Description of the manner in which the progress of the student toward meeting</p>

Individualized Education Program (IEP)	
<p>the annual goals such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided (E.C. § 56345(a)(3)). Unless otherwise noted in the IEP, MCBH will send quarterly reports on October 15, January 15, March 15, and May 15 of each year. The student's LEA Case Manager shall provide a copy of the progress report to the parent upon receipt.</p>	<p>the annual goals related to services provided by MCBH will be provided. Unless otherwise noted in the IEP, MCBH will send quarterly reports to the student's LEA Case Manager on October 15, January 15, March 15, and May 15 of each year.</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>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>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.

A. NA	<p>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.</p>
<p>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.</p>	<p>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.</p> <p>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.</p> <p>Shall notify the LEA if services are not being provided for any reason.</p>
<p>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.</p>	<p>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.</p>
<p>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</p>	<p>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 or case manager.</p>

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The Monterey County Health Department, Behavioral Health Division for 2012-2013

Delivery of Services	
IEP team meeting to discuss options.	

Transfers and Interim Placements

LEAs Responsibilities:

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)).

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>E. 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>E. 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>
<p>F. The referral shall provide copies of the following documents to MCBH:</p>	<p>E. NA</p>
<p>1. A completed Interim Placement Form (IEP 10);</p>	<p>1. NA</p>
<p>2. Copies of the student's existing IEP, if available;</p>	<p>2. NA</p>
<p>3. Copies of reports received, if available;</p>	<p>3. NA</p>
<p>4. Notice of IEP Team Meeting (NC 6); and</p>	<p>4. NA</p>
<p>5. Signed Release and Exchange of Information form (NC 9).</p>	<p>5. NA</p>
<p>G. Shall convene an IEP team meeting prior to the end of the interim placement to adopt the previously approved IEP or develop, adopt, and implement a new IEP (E.C. § 56325(a)(1) and (a)(3)).</p>	<p>G. Shall participate in an IEP team meeting prior to the end of the interim placement to review the interim services and make service recommendations.</p>

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.

<p>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 Placement (HART) services. The IEP team shall document the alternatives to residential placement that were provided and why they have not been sufficient or which were considered and why they were rejected. Such alternatives may include any combination of cooperatively developed special education and related services.</p>	<p>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 Placement (HART) services. The IEP team shall document the alternatives to residential placement that were provided and why they have not been sufficient or which were considered and why they were rejected. Such alternatives may include any combination of cooperatively developed special education and related services.</p>
<p>B. Convene an IEP team meeting, including representatives from MCBH, within thirty (30) days when an IEP team member recommends a residential placement for a student who meets the educational eligibility criteria.</p>	<p>B. Send an authorized MCBH representative to the IEP team meeting when an IEP team member recommends a residential placement for a student who meets the educational eligibility criteria.</p>
<p>C. When the IEP team recommends residential placement, it 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.</p>	<p>C. 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.</p>

Placement and Monitoring of Students in Residential Placement	
<p>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.</p>	
A. NA	<p>A. Shall designate a case manager to coordinate the student's residential placement plan upon notification to place the student in a residential placement.</p>
B. NA	<p>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.</p>
C. NA	<p>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>
<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>

Placement and Monitoring of Students in Residential Placement	
<p>E. Residential placements may be made out of California only when:</p> <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. 	<p>E. Residential placements out of California will be recommended only when:</p> <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.
<p>F. The IEP team shall ensure that placement is in accordance with the admission criteria of the facility (C.C.R. § 60100(j)).</p>	<p>F. The IEP team shall ensure that placement is in accordance with the admission criteria of the facility (C.C.R. § 60100(j)).</p>
<p>G. The LEA shall:</p>	<p>G. The Case Manager shall:</p>
<p>1. NA</p>	<ol style="list-style-type: none"> 1. Contact LEA and request an IEP meeting to amend the IEP and finalize placement in the proposed residential facility.
<ol style="list-style-type: none"> 2. Convene and participate in an IEP team meeting with parents and representatives of public and private agencies, including educational staff, to amend the IEP and finalize placement in the proposed residential facility. 	<ol style="list-style-type: none"> 2. Participate in an IEP team meeting.
<ol style="list-style-type: none"> 3. 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. 	<ol style="list-style-type: none"> 3. Develop contracts and complete payment authorization for psychological services and board and care.
<p>4. NA</p>	<ol style="list-style-type: none"> 4. Verify completion of the MCBH and LEA financial contracts for residential placement.
<ol style="list-style-type: none"> 5. Include in an 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 	<ol style="list-style-type: none"> 5. 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.

Placement and Monitoring of Students in Residential Placement	
reviewed by the IEP team.	
6. NA	6. Facilitate the enrollment of the student in the residential placement.
7. NA	7. Notify the LEA that placement has been arranged and coordinate transportation of the student to the facility if needed.
<p>8. Periodically report on the progress the student is making toward meeting annual goals as indicated in the IEP for the student (E.C. § 56345(a)(3)).</p> <p>(a) Shall share progress reports with MCBH.</p> <p>(b) When possible, the LEA progress reporting and MCBH face-to-face contacts will be combined and conducted collaboratively.</p>	<p>8. 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> <p>(a) Provide notice to the LEA of the contact and invite LEA to participate.</p> <p>(b) When possible, the LEA progress reporting and MCBH face-to-face contacts will be combined and conducted collaboratively.</p> <p>(c) Monitoring activities shall include:</p> <ol style="list-style-type: none"> (1) A record review; (2) Observation in residential and educational environments; (3) Interviews with teachers, therapists, house parents, the case manager, and other relevant staff members; (4) A meeting with the student; and (5) A review of overall progress.
9. NA	9. 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.
<p>10. 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.</p>	10. Attend the scheduled IEP team meeting.

Financial Responsibilities

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>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.</p>	<p>A. Submit invoices and back-up documentation for reimbursement of costs incurred in provision of related services to SELPA as specified in the Memorandum of Understanding between SELPA and MCBH.</p>
<p>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.</p>	<p>B. NA</p>
<p>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.</p>	<p>C. NA</p>
<p>D. The student's LEA of residence shall provide transportation of a student to and from the residential placement as specified in the IEP.</p>	<p>D. NA</p>

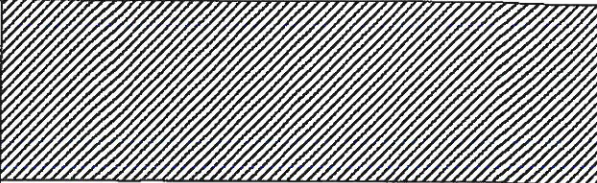
Provision of Facilities and Support at LEA Sites	
LEAs shall provide appropriate facilities and support for the provision of psychological services provided by MCBH at school.	
A. NA	A. Shall, whenever possible and appropriate to the needs of the student, provide services at the student's school of attendance.
B. Shall collaborate with MCBH to establish a regular treatment schedule.	B. Shall collaborate with the LEA to establish a regular treatment schedule.
C. Shall identify and reserve space for services scheduled to be delivered at the school site that:	C. 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

Interagency Agreement Dispute Resolution

It is the intention of the SELPA, LEAs, and MCBH 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>A. The following steps will be followed in an attempt to resolve the dispute:</p> <ol style="list-style-type: none"> 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. 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. 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. 	<p>A. The following steps will be followed in an attempt to resolve the dispute:</p> <ol style="list-style-type: none"> 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 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. 4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of Children's Behavioral Health shall collaboratively select a neutral mediator to support negotiation of a resolution.
<p>B. If the dispute involves an alleged failure to provide psychological services and a LEA has been providing those services prior to the dispute, the LEA shall continue to provide the services until the dispute resolution proceedings are complete.</p>	<p>B. If the dispute involves an alleged failure to provide psychological services and MCBH has been providing those services prior to the dispute, MCBH shall continue to provide the services until the dispute resolution proceedings are complete.</p>
<p>C. If the dispute involves an alleged failure to</p>	<p>C. NA</p>

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Division for 2012-2013

Interagency Agreement Dispute Resolution	
<p>provide psychological services and no agency has been providing those services prior to the dispute, the LEA shall provide the services until the dispute resolution proceedings are complete.</p>	
<p>D. Arrangements other than those specified in items B and C above may be made by written agreement between the parties to this Agreement, provided that the student's IEP is not altered, except as to which agency will provide the service specified in the IEP.</p>	<p>D. Arrangements other than those specified in items B and C above may be made by written agreement between the parties to this Agreement, provided that the student's IEP is not altered, except as to which agency will provide the service specified in the IEP.</p>
<p>E. Once the dispute resolution procedures have been completed, shall work collaboratively with MCBH to implement the agreed upon resolution.</p>	<p>E. Once the dispute resolution procedures have been completed, shall work collaboratively with SELPA/LEA to implement the agreed upon resolution.</p>

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.

<p>A. The SELPA shall designate the personnel responsible for coordinating training opportunities with MCBH.</p>	<p>A. MCBH shall designate personnel responsible for coordinating training opportunities with public schools within the SELPA.</p>
<p>B. The designated SELPA personnel shall notify the designated MCBH personnel of training opportunities appropriate for special education and due process.</p>	<p>B. The designated MCBH personnel shall notify the designated SELPA personnel of training opportunities appropriate for special education and due process.</p>
<p>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.</p>	<p>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.</p>
<p>D. Appropriate SELPA/LEA personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.</p>	<p>D. Appropriate MCBH personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.</p>

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:

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

By: _____
Mike Derr
Contracts/Purchasing Officer

By: Carol Lankford
Carol Lankford
Executive Director

APPROVED AS TO FORM AND LEGALITY:
Date: _____

Date: 3/14/13

By: Stacy Saetta
COUNTY COUNSEL
Deputy County Counsel
COUNTY OF MONTEREY

By: Deneen Newman
Deneen Newman
Executive Committee Chair

Date: 5/7/13

Date: 3-14-13

APPROVED AS TO FORM:

By: _____
Lee Blankenship
County Council

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

By: Gary Giboney
Gary Giboney
Auditor-Controller

Date: 5-28-13

APPROVED AS TO LIABILITY PROVISIONS:

By: N/A
Steven Mauck
Risk Management

Date: _____

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Division for 2012-2013

APPROVED AS TO CONTENT:

By: _____
Ray Bullick
Director of Health

Date: _____

Appendix A – Referral Form



Monterey County Special Education Local Plan Area
Referral – Monterey County Behavioral Health Services, Page 2 of 3

3. Specify the severity of the issues as indicated by rate of occurrence, intensity, and pervasiveness across home, community, and school settings:

4. Summarize the data that exists to demonstrate that the student may benefit from counseling:

5. Check and describe any district level related services or other school-based interventions that have been provided to the student:

	Service/Intervention	Focus	Entry Date	Exit Date	Frequency/ Intensity	Outcome
<input type="checkbox"/>	Conferences with Student and/or Parent					
<input type="checkbox"/>	Behavior Contracts or Plans					
<input type="checkbox"/>	Related IEP Goals					
<input type="checkbox"/>	Social Skills Group					
<input type="checkbox"/>	Counseling Available to all Students					
<input type="checkbox"/>	Additional Support from Aide					
<input type="checkbox"/>	Individual Counseling (Including Private)					
<input type="checkbox"/>	Group Counseling (Including Private)					
<input type="checkbox"/>	Parent Counseling/ Education					
<input type="checkbox"/>	Other:					
<input type="checkbox"/>	Other:					
<input type="checkbox"/>	Other:					

6. Describe any services that were considered and provide an explanation about why they were determined inappropriate or insufficient:

RE 7 (7/12)

Distribution: LEA of Service, LEA of Residence, Case Manager, DBH



Monterey County Special Education Local Plan Area
Referral – Monterey County Behavioral Health Services, Page 3 of 3

ATTACHED DOCUMENTS

The following documents are attached:

- Notice of Referral and Proposed Action (NC 2)
- Assessment Plan (NC 3)
- Notice of IEP Team Meeting (NC 6)
- Parent Consent to Release/Exchange Information (NC 9)
- A copy of a FAA and BIP (IEP 6G), if existing
- Copies of all assessment reports
- Other: _____

LEA CONTACT INFORMATION

Case Manager: _____ Office Site: _____
Street Address: _____ P.O. Box: _____ City: _____ Zip: _____
Main Phone: _____ Alternate Phone: _____ Cell Phone: _____
Email Address: _____

School Psychologist: _____ Office Site: _____
Street Address: _____ P.O. Box: _____ City: _____ Zip: _____
Main Phone: _____ Alternate Phone: _____ Cell Phone: _____

SPED Administrator: _____ Office Site: _____
Street Address: _____ P.O. Box: _____ City: _____ Zip: _____
Main Phone: _____ Alternate Phone: _____ Cell Phone: _____

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

DISPOSITION

Referral Received By: _____ Date: _____

Appendix B – Relevant IEP Forms

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Division for 2012-2013



Monterey County Special Education Local Plan Area
Notice of Referral 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
- 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, B, or C below):

A. Assessment to Determine Initial Eligibility and Current Educational Needs

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

B. 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)

C. 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

If there is a proposed action checked in item C above, and that proposed action is to use existing assessment data to determine continuing eligibility and/or education needs (2nd checkbox), please check one of the following boxes:

- I agree with the proposed action.
- I do not agree with the proposed action, and request additional assessment data.

Signature of Parent/Guardian: _____ Date: _____

Return To: _____ Title: _____

Location: _____ Phone: _____

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

NC 2 (12/09) Distribution: Parent, LEA of Service, LEA of Residence, Case Manager, Service Providers/Assessors

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Division for 2012-2013



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/Guardian: _____ 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/Guardian: _____ Date: _____

SEND REPORTS TO

Agency: _____ Department: _____

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

Attention: _____ Fax: _____ Phone: _____

NC 9 (9/09) Distribution: Parent, LEA of Service, LEA of Residence, Case Manager, Service Providers/Assessors

**Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Division for 2012-2013**



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: _____

English Proficiency: English Only English Learner Initial Fluent Reclassified Fluent To Be Determined

Home Language: _____ Ethnicity: _____

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: Both Parents Mother Father Guardian Foster Parent Other: _____

Name of "Other" Residence (if applicable): _____

Parent/Guardian: _____ Primary Language: _____

Street Address: _____ P.O. Box: _____ City: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Parent/Guardian: _____ Primary Language: _____

Street Address: _____ P.O. Box: _____ City: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Other Contact: _____ Primary Language: _____

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): _____ Primary Language: _____

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: _____

SPECIAL FACTORS (check the appropriate box for each item)

- | Yes | No | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Student is eligible for participation in the Migrant Program. |
| <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 may require targeted intervention and a BIP has not previously been developed. |
| <input type="checkbox"/> | <input type="checkbox"/> | Student will be sixteen years of age prior to the next IEP review. |
| <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 is eligible for 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

Check one of the following:

- Student is eligible for special education and related services.
 Primary Disability: _____ Secondary Disability: _____
- Student is not eligible for special education and related services (explain on *IEP Notes/Additional Information* page).
- Student is no longer eligible for special education and related services and is being exited effective: _____

Check all that apply:

- Student is eligible for low incidence funding (visual impairment, deaf/hard-of-hearing, or severe orthopedic impairment).
- Student will graduate or exceed maximum age of eligibility prior to next IEP due date effective: _____

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 LEVEL OF ACADEMIC ACHIEVEMENT AND FUNCTIONAL PERFORMANCE

Area: _____ Skill (Optional) _____

ANNUAL GOAL and SHORT-TERM OBJECTIVES OR BENCHMARKS

Each goal and short-term objective or benchmark must include observable behavior, conditions, and mastery level/criteria. Short-term objectives and benchmarks are required for students taking CAPA and are optional for other students.

		Target Date: _____
Baseline:	Curriculum Standard:	
Method of Evaluation:	Implemented by:	
<input type="checkbox"/> Goal is related to enabling the student to participate in general education curriculum. <input type="checkbox"/> Goal is related to meeting other educational needs resulting from the student's disability. <input type="checkbox"/> Goal supports the student's post-secondary goals/expectations.		
Short-Term Objective or Benchmark:		Target Date: _____
Short-Term Objective or Benchmark:		Target Date: _____
Short-Term Objective or Benchmark:		Target Date: _____

PROGRESS REPORT METHOD AND FREQUENCY

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

**Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Division for 2012-2013**



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

SPECIAL EDUCATION AND RELATED SERVICES OFFERED

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

Interagency Agreement Between The Monterey County Special Education Local Plan Area and
The Monterey County Health Department, Behavioral Health Division for 2012-2013



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

Student: _____ Date of Birth: _____ Date: _____

SUPPORTS FOR SCHOOL PERSONNEL/PROGRAM MODIFICATIONS

Supports for school personnel and/or program modifications 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 Special Education & Related Services, IEP 7)

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 – Notes/Additional Information

Student: _____ Date of Birth: _____ Date: _____

A large, empty rectangular box intended for handwritten notes or additional information regarding the student's Individualized Education Program (IEP).

**MEMORANDUM OF UNDERSTANDING
BETWEEN MONTEREY COUNTY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU AND THE MONTEREY COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA
FOR PSYCHOLOGICAL 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 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 (hereinafter Psychological 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 Psychological 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 Psychological Services from July 1, 2012 through and including June 30, 2013 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, 2012-2013 (Exhibit A) (Interagency Agreement), and at the service rates set forth in the Psychological Services Billing Structure (Exhibit B). For purposes of this Memorandum of Understanding and the attached Interagency Agreement, the parties agree that "Psychological 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; consultative services

Exhibit B: MOU Between SELPA and Monterey County Health Department, Behavioral Health Bureau

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 Psychological 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. To offset the total costs to SELPA, MCBH will use any and all available and allowable alternative funding sources under the Bronzan-McCorquodale Act, Mental Health Services Fund, MHSA, Medi-Cal, EPSDT and/or any other county, state, and/or federal funding sources. 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 Psychological Services, including residential placement, as specified in the IEP.

2. MCBH agrees to contribute \$95,000 of Mental Health Services Act (MHSA) Funds toward the provision of Psychological Services. MCBH will offset costs otherwise due SELPA with MHSA dollars. The parties agree and acknowledge that this MCBH contribution is independent of any legal obligation and creates no responsibility on the part of MCBH beyond providing the services enumerated in this Memorandum of Understanding.
3. Funds provided to MCBH through SELPA, including federal IDEA and state allocations, shall only be used for Psychological Services provided pursuant to this Memorandum of Understanding for eligible students, including payment for residential placement.
4. In the event that the total cost of Psychological Services provided through this Memorandum of Understanding exceeds funding received by MCBH and SELPA to cover such Psychological Services costs, each student's LEA of residence shall be responsible for covering the excess costs for that student.
5. Invoicing: SELPA will reimburse MCBH for the provision of Psychological Services rendered from July 1, 2012 to June 30, 2013 in accordance with the Psychological Services Billing Structure as identified in Exhibit B and the availability of any and all funding sources available to MCBH pursuant to Paragraphs 1 and 2 of this Memorandum of Understanding. This amount shall be referred to as the "Costs." The service rates shall not exceed those identified in Exhibit B. MCBH will bill SELPA quarterly based on actual costs and estimated revenues within thirty (30) days after the end of each quarter for Psychological Services under this Memorandum of Understanding as identified in Exhibit B. Funds will be transferred for the payment of these services in a timely manner, once they have been received from the California Department of Education.
6. Records: MCBH will provide SELPA and LEAs with a report of the Psychological Services provided by MCBH staff incurred pursuant to this Memorandum of Understanding four times during the fiscal year. The first report will cover the period of July 1, 2012 through September 30, 2013, and will be provided on or before October 31, 2012 or upon signature of this Memorandum of Understanding. The second report will cover the period of October 1, 2012 through December 31, 2013, and will be provided on

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or before January 31, 2013. The third report will cover the period of January 1, 2013 through March 31, 2012 and will be provided no later than April 30, 2013. The final reporting period will cover the period of April 1, 2013 through June 30, 2013, and will be provided on or before July 31, 2013.

The accounting records will include the following data for each student: the school district of residence, 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 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.

7. **Final Accounting:** A statement of actual costs and revenues, including agreed upon administrative costs, and 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 and revenues claimed for the entire fiscal year. SELPA and MCBH must agree upon the amount of any adjustment pursuant to this paragraph. No adjustment may be claimed by MCBH, or will be agreed to by SELPA, if a shortfall in revenues is attributable to any delay, failure, or negligence on the part of MCBH. MCBH agrees to reimburse SELPA for payments received in excess of the actual costs of services based on the statement of costs and revenues. MCBH will reimburse SELPA within sixty (60) days of SELPA's receipt of the statement.
8. **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. However, if this Memorandum of Understanding is executed, the effective date of this Memorandum of Understanding is July 1, 2012.
9. **Audit:** SELPA auditors will have access to MCBH records supportive of claims filed related to Psychological 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 2012-2013 regarding services provided by MCBH that are not Psychological 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 2012-2013 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.
10. **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).

Exhibit B: MOU Between SELPA and Monterey County Health Department, Behavioral Health Bureau

11. 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, 2012-2013 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.
12. 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.
13. Indemnification:
 - A. General: Except as expressly provided below in subparagraph B, 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 subparagraph B, County shall indemnify, defend, and hold harmless the SELPA, 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 County 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 SELPA. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for the SELPA. County shall reimburse SELPA for all costs, attorneys' fees, expenses, and liabilities incurred by SELPA with respect to any litigation in which County is obligated to indemnify, defend, and hold harmless SELPA under this Memorandum of Understanding.

B. 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 Psychological Services as described in this MOU. Under no circumstances shall the County be a liable party to administrative or judicial litigation involving Psychological Services. In the event,

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however, that an LEA becomes party to administrative or judicial litigation involving Psychological 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.

14. **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.
15. **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.
16. **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.
17. **Term:** This Memorandum of Understanding shall cover the period of July 1, 2012 through and including June 30, 2013. This Memorandum of Understanding shall terminate as of the close of business on June 30, 2013. However, prior to May 1, 2013, this Memorandum of Understanding may be extended by the parties' mutual written consent for any reason.
18. **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.
19. **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.
20. **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

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, 2012 by and between the undersigned parties.

COUNTY OF MONTEREY:

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

By: _____
Ray Bullick
Director of Health

By: Carol Lankford
Carol Lankford
Executive Director

Date: _____

Date: 3/14/13

APPROVED AS TO LEGAL FORM:

By: Stacy Saetta
Stacy Saetta
Deputy County Counsel

By: Deneen Newman
Deneen Newman
Executive Committee Chair

Date: 5/7/13

Date: 3-14-13

APPROVED AS TO FISCAL PROVISIONS:

By: Gary Giboney
Gary Giboney
Auditor-Controller

Date: 5-10-13

APPROVED AS TO CONTENT:

By: Wayne Clark
Wayne Clark
Behavioral Health Director

Date: 3/22/13

**RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**

By: [Signature]
Date: 5/10/13