

**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 (MOU) 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; and

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, Home Alternative Residential Treatment (HART), Residential Monitoring, and Residential Searching and Securing from **July 1, 2025** through and including **June 30, 2026** 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, **2025-2026** (Exhibit A: Interagency Agreement). For the purposes of this Memorandum of Understanding and the attached Interagency Agreement, the parties agree:

**A. Mental Health Services**

MCBH shall provide Mental Health Services which may include the following services pursuant to an IEP: individual and group counseling provided to a student; consultation

services provided to parents/legal guardians, and school personnel; planning and implementing a program of mental health counseling for special education students; as well as all services described in Exhibit B. MCBH agrees to provide only those Specialty 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 related to the Specialty Mental Health Services rendered.

**B. Home Alternative to Residential Treatment (HART)**

MCBH shall subcontract the provision of HART services pursuant to an IEP.

**C. Residential Monitoring**

MCBH shall conduct at least one onsite monitoring visit during each school year to the out of home residential non-public school (NPS) at which the student is attending pursuant to an IEP. MCBH agrees to onsite monitoring which shall include, but not limited to, a review of services provided to the student, a review of progress the student is making towards the goals set forth in the student's IEP and Behavioral Intervention Plan (BIP), if applicable; observe the student during instruction time and walkthrough of the facility; and report findings resulting from the monitoring visit.

**D. Residential Searching and Securing**

MCBH shall, at the request of the LEA, assist with searching and securing appropriate residential placement facilities for up to 15 special education students identified by the student’s LEA and IEP team as being in need of this specific level of service. Searching support will include researching potential facilities, contacting, and communicating with facilities on behalf of the LEA, and submitting application packets to facilities. LEAs will provide MCBH all required documentation for residential placement facility application packets. Securing support will include tracking facility denials and coordinating acceptance dates for admission to facilities. MCBH will NOT contract with residential placement facilities as part of Searching and Securing services within this agreement. The residential placement facility expenses will be the sole responsibility of the LEA. Should the number of special education students requiring searching and securing services exceed 15, SELPA will be invoiced for the additional services.

2. MCBH agrees to assign the time of Psychiatric Social Workers (PSW) known as MCBH Therapists per School District listed in Exhibit B to provide Specialty Mental Health Services to students in LEA Therapeutic Intervention Program (TIP) classes, and to provide Residential Monitoring for students in out of home care. The MCBH Therapist 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 **\$4,443,887.00**. To offset the total cost to SELPA, MCBH shall seek Medi-Cal reimbursement for Mental Health Services and HART services provided pursuant to this Memorandum of Understanding for all Medi-Cal eligible beneficiaries served.

<b>Services</b>	<b>Estimated Amount</b>
Mental Health Services	\$3,811,252.00
HART	\$581,032.00

Residential Monitoring	\$32,300.00
Residential Searching and Securing	\$19,303.00
<b>Total</b>	<b>\$4,443,887.00</b>

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 HART, Residential Monitoring, and Residential Searching and Securing as identified in Exhibit B.
5. In the event that the total service costs provided through this Memorandum of Understanding exceeds funding received by MCBH and SELPA to cover such 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: MCBH shall submit to SELPA a monthly invoice for Mental Health Services, HART, Residential Monitoring, and Residential Searching and Securing that includes the total cost per service provision in accordance with the billing structure and payment rate identified in Exhibit B.
8. Records: MCBH will provide SELPA and LEAs a quarterly report of the Mental Health Services, HART, Residential Monitoring, and Residential Searching and Securing provided by MCBH staff pursuant to this Memorandum of Understanding. The schedule for these reports is as follows:

<b>Report #</b>	<b>Reporting Period</b>	<b>Due to MCOE</b>
1	July 1, 2025 – September 30, 2025	October 31, 2025
2	October 1, 2025 – December 31, 2025	January 31, 2026
3	January 1, 2026 – March 31, 2026	April 30, 2026
4	April 1, 2026 – June 30, 2026	July 31, 2026

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 CALPADS 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 **2025-2026** 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 **2025-2026** 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 MCBH Unit Supervisor to provide ongoing clinical supervision for MCBH Therapists and MCBH Staff providing Mental Health Services to ensure that support, guidance and consultation is available as needed. Responsibility for the conduct of MCBH Therapist shall remain solely with the County of Monterey. In addition to office-based supervision, MCBH agrees to provide onsite clinical supervision on bi-monthly basis within the district where services are provided to ensure appropriate administrative and clinical oversight.

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

- Clinical supervision and completion of performance evaluations of MCBH Therapists;
- 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 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 MCBH for any and all issues or concerns that arise regarding delivery of services by the MCBH associated with this MOU and will stay involved in resolving any issues or concerns related to the delivery of MCBH services
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, **2025-2026** 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, 2025**, through and including **June 30, 2026**. This Memorandum of Understanding shall terminate as of the close of business on **June 30, 2026**. However, prior to May 1, 2026, 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.

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

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, 2025**, by and between the undersigned parties.

**COUNTY OF MONTEREY:**

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

By: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health Services

Date: \_\_\_\_\_

DocuSigned by:  
*Kenyon Hopkins*  
By: \_\_\_\_\_  
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Kenyon Hopkins, Executive Director

Date: 5/13/2025 | 12:25 PM PDT

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
*Kevin Serrano*  
By: \_\_\_\_\_  
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Office of County Counsel

Date: 5/30/2025 | 10:05 AM PDT

DocuSigned by:  
*Jim Koenig*  
By: \_\_\_\_\_  
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Executive Committee Chair

Date: 5/16/2025 | 5:12 PM PDT

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*Colleen Stanley*  
By: \_\_\_\_\_  
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Colleen Stanley Ed.D, Chief Business Official

Date: 5/19/2025 | 9:33 AM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
*Patricia Ruiz*  
By: \_\_\_\_\_  
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Auditor/Controller's Office

Date: 6/2/2025 | 1:42 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Exhibit A: Interagency Agreement

**INTERAGENCY AGREEMENT  
BETWEEN**

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

**AND**

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

**2025 – 2026**

On October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for Educationally Related Mental Health Services (ERMHS) 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 legal 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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<b>Administration</b>	
<p>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.</p>	
SELPA/LEAs	MCBH
<p>A. The SELPA Executive Director and the LEA Special Education administrators shall be the liaisons for facilitating interactions with MCBH.</p>	<p>A. A Behavioral Health Services Manager shall be the liaison for facilitating interactions with LEAs and the SELPA.</p>
<p>B. The SELPA Executive Director shall invite MCBH representatives to two meetings of the SELPA Director’s Cabinet each year for the purposes of short and long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.</p>	<p>B. MCBH representatives shall annually attend at least two meetings of the SELPA Director’s Cabinet each year for the purposes of short and long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.</p>
<p>C. Shall annually identify staff development activities for mutual participation.</p>	<p>C. Shall annually identify staff development activities for mutual participation.</p>
<p>D. Shall identify the continuum of placement options in the SELPA Procedural Handbook.</p>	<p>D. Shall assure that a range of psychological services including school-based counseling, outpatient counseling, social work services and residential treatment is available to referred students needing these services. MCBH services will be provided as outlined in the <i>Service Delivery</i> section of this Agreement.</p>
<p>E. N/A</p>	<p>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.</p>
<p>F. Designated SELPA/LEA agrees to provide a confidential and private office and/or meeting space that is conducive to the therapeutic process with electricity, appropriate lighting, at a reasonable temperature, and any equipment necessary (other than the equipment provided by County in Section 1(f) of this MOU) for the implementation of</p>	<p>F. N/A</p>

mental health supports provided by County Therapist(s).	
G. 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.	G. 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.

<b>Release and Exchange of Information</b>	
<p>The parent/legal 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/legal guardian 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. N/A</p>

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. <b>Processes outlined in this section are not designed for use in responding to psychiatric emergencies or behavioral health-related situations requiring immediate response.</b></p>	
LEAs	MCBH
<p>A. For students who are already eligible for Special Education, the instructional team shall identify the possible need for a referral to MCBH.</p>	A. N/A
<p>B. The Case Manager and School Psychologist shall:</p> <ol style="list-style-type: none"> <li>1. Notify the LEA’s identified Special Education administrator.</li> <li>2. Schedule and convene an IEP team meeting (supplemental, annual, or reassessment, as appropriate) to determine if a referral is indicated.</li> </ol>	B. N/A
<p>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 informed consent:</p> <ol style="list-style-type: none"> <li>1. A Notice of Referral for Reassessment and Proposed Action (NC 2B).</li> <li>2. An Assessment Plan (NC 3).</li> <li>3. A Parent Consent to Release/Exchange Information form (NC 9) as needed and required by law.</li> <li>4. Parent Guide to MCBH Services.</li> </ol>	C. N/A
<p>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:</p> <ol style="list-style-type: none"> <li>1. A completed referral to MCBH Services (RE 7), labeled “MCBH Referral”.</li> <li>2. The most current psycho-educational and other relevant reports to SIRAS file.</li> <li>3. Completed copies of the Notice of Referral for Reassessment and Proposed Action (NC 2B), the</li> </ol>	D. N/A

<p>consented Assessment Plan (NC 3), and any required Parent Consent to Release/Exchange Information (NC 9) forms with parent/legal guardian signature.</p> <p>4. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting <b>no less than fifty (50) days (unless the MCBH assessment is completed sooner) and no more than sixty (60) calendar days</b> 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/legal guardian's written consent for assessment, unless the parent/legal guardian 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)).</p>	
<p>E. The identified LEA Special Education administrator shall:</p> <ol style="list-style-type: none"> <li>1. Review the submitted MCBH Referral Packet to ensure that all documents as described in D above have been accurately and adequately addressed and completed.</li> <li>2. Scan and attach the MCBH Referral Packet to the student's SIRAS file.</li> <li>3. Assign the MCBH Unit Supervisor and other MCBH designated coordinator to the student in SIRAS.</li> <li>4. Notify MCBH of the referral via email to:  <a href="mailto:415Education@countyofmonterey.gov">415Education@countyofmonterey.gov</a>                      (using SSID only) <b>within five (5) working days</b> of the LEA's receipt of</li> </ol>	<p>E. N/A</p>

<p>parent/legal guardian consent for the MCBH assessment. LEA Special Education administrator shall copy the assigned School Psychologist and LEA Case Manager on email notification.</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 to MCBH for a concurrent assessment. The MCBH Referral Packet 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 LEA 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 (TIP) 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 MCBH Referral Packet 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 LEA 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</p>	<p>G. N/A</p>

<p>personnel in accordance with E.C. § 56320 should be included in the MCBH Referral Packet. If an assessment to determine social/emotional needs has not been recently conducted, an assessment by MCBH 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.</p>	
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## Assessment Process

Assessments will be conducted by qualified, knowledgeable MCBH 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 required to meet linguistic or non-verbal communication needs. 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.

LEAs	MCBH
A. N/A	<p>A. Shall <b>immediately</b> 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, <b>within five (5) working days</b> of receipt of a MCBH Referral Packet, notify the Special Education administrator of any additional information needed by MCBH in order to conduct the assessment.</p>
B. N/A	<p>B. Shall complete the assessment prior to the scheduled IEP team meeting unless the LEA and parent/legal guardian agree in writing to an extension or parent/legal guardian revokes consent for the assessment in writing.</p> <p>At a minimum, the assessment shall include a review of the MCBH Referral Packet, an observation of the student within the educational setting, completion of the Youth Screening Tool for Medi-Cal Mental Health Services (Appendix C), interviews with the student, teachers, and parents/legal guardians unless circumstances prevent it. Additional assessment will be conducted as determined necessary by the assessor and in consultation with the School Psychologist.</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.	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

	<p>has been uploaded. If there are any findings that may be unexpected, shall contact the School Psychologist to discuss prior to the IEP team meeting.</p>
<p>D. Upon notification from MCBH of the inability to reach the parent/legal guardian after 3 attempts, or if the parent/legal guardian declines to participate in the assessment, LEA designee shall make contact with the parent/legal guardian and inform MCBH of the outcome.</p>	<p>D. If MCBH is not able to reach the parent/legal guardian after 3 attempts, or if the parent/legal guardian declines to participate in the assessment, MCBH will notify the Special Education Director, LEA Case Manager and School Psychologist via email to request assistance. MCBH will document all attempts to contact student’s parent/legal guardian in “Record Contact Attempt” within open Meeting in SIRAS.</p>

<b>Individualized Education Program (IEP)</b>	
<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. N/A</p>
<p>B. Shall ensure that all required members of the IEP team are in attendance, after being given at least ten (10) working days prior notice for non-emergency meetings, at the scheduled meeting unless the parent/legal guardian 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/legal guardian disagrees with the assessor’s related service recommendations, MCBH will provide the parent/legal guardian 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/legal guardian.</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> <ol style="list-style-type: none"> <li>1. Description of the present levels of social and emotional performance (E.C. § 56345(a)(1)).</li> <li>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)).</li> <li>3. Description of the manner in which the progress of the student toward meeting the annual goals such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided (E.C. § 56345(a)(3)). Each LEA shall provide grading period</li> </ol>	<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> <ol style="list-style-type: none"> <li>1. Description of the student’s present levels of social and emotional performance.</li> <li>2. Goals and objectives related to the student’s present levels in the area of social/ emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved. <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></li> <li>3. Description of the manner in which the progress of the student toward meeting the annual goals related to services provided by MCBH will be</li> </ol>

<p>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/legal guardian upon receipt.</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 placement in a Residential Treatment Facility (RTC), 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. Consultation services listed on the IEP 8 are recommended as part of the therapy process and are available when there are mental health services provided.</p> <p>6. 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>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 HART services. HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate.</p> <p>5. Consultation services listed on the IEP 8 are offered as part of the therapy process and are available when there are mental health services provided.</p> <p>6. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services.</p>
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Dismissal from MCBH-Mental Health Services	
LEAs	MCBH
A. When considering dismissal from mental health services provided by MCBH, the Case Manager and School Psychologist shall notify MCBH to discuss this proposed change.	A. When considering dismissal from any related service provided by MCBH, shall notify the Case Manager and School Psychologist to discuss this proposed change.
B. A staffing can be scheduled to discuss the proposed change to the student’s IEP as necessary.	B. If a staffing is scheduled, MCBH shall send a representative to attend the staffing.
C. If, after discussion and review of progress toward IEP goals related to social/emotional/behavioral development and school team feedback (i.e., classroom teacher or other school staff) the student may be ready for dismissal from any related service provided by MCBH, 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: <ol style="list-style-type: none"> <li>1. A Notice of Referral for Reassessment and Proposed Action (NC 2B).</li> <li>2. An Assessment Plan (NC 3).</li> </ol>	C. MCBH will coordinate with the school team to ensure that communication of progress and the recommendation for assessment are communicated with the parent
D. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting no less than fifty (50) days (unless the 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)).	D. N/A
E. Assessment will be conducted as determined necessary in consultation with	E. Shall complete the assessment prior to the scheduled IEP team meeting unless the

<p>the School Psychologist.</p>	<p>LEA and parent/legal guardian agree in writing to an extension or parent/legal guardian revokes consent for the assessment in writing. At a minimum, the assessment shall include an observation of the student within the educational setting, interviews with the student, teachers, and parents/legal guardians unless circumstances prevent it, the Child and Adolescent Needs and Strengths-Education Identification (CANS-EI) and any other clinical assessment tools MCBH deems appropriate.</p>
<p>F. 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>F. 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>
<p>G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled.</p> <p><i>See Individualized Education Program (IEP) section for detailed procedures.</i></p>	<p>G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled.</p> <p><i>See Individualized Education Program (IEP) section for detailed procedures.</i></p>

Dismissal from Home Alternative to Residential Treatment (HART) Services	
LEAs	MCBH
A. When considering dismissal from HART Services, the Case Manager and School Psychologist shall notify MCBH to discuss this proposed change.	A. When considering dismissal from HART Services, shall notify the Case Manager and School Psychologist to discuss this proposed change.
B. A staffing will be scheduled to discuss the proposed change to the student’s IEP as necessary. This meeting will focus on ensuring the dismissal of HART services is done collaboratively, with a strong emphasis on prioritizing the student’s mental health needs.	B. MCBH shall send a representative to attend the staffing to support a collaborative process with a strong emphasis on prioritizing the student’s mental health needs.
C. If, after discussion and review of progress toward IEP goals related to social/emotional/behavioral development and school team feedback (i.e., classroom teacher or other school staff) related to HART Services, the student may be ready for dismissal from HART Services, the Case Manager or School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate) that will occur within ten (10) working days of staffing, complete, and present to the parent: 1. Notice of IEP Team Meeting (NC 6)	C. MCBH will coordinate with the school team to ensure that communication of progress and the recommendation for review of progress with goals is communicated with the parent and the HART Contract Provider.
D. N/A	D. MCBH will utilize information gathered from classroom observations of student, consultations with school personnel and parent/guardian, and records review to compile information related to progress with HART goal that substantiates dismissal of the service before the scheduled IEP Team Meeting.
E. Convene the IEP team meeting (supplemental, annual, or reassessment, as appropriate) to review progress with HART goal and dismissal of the service.	E. Will participate in IEP team meeting to report on progress with HART goal and dismissal of the service.

<p>F. LEAs that are not receiving in-district mental health services through MCBH and are considering dismissal for HART Services shall:</p> <ol style="list-style-type: none"><li>1. Complete sections A-E above.</li><li>2. LEA designated therapist or case carrier shall:<ol style="list-style-type: none"><li>a. Notify the Case Manager, School Psychologist, and MCBH to discuss this proposed change.</li><li>b. Convene a staffing and invite MCBH.</li><li>c. Coordinate with the school team to ensure that communication for HART dismissal is disclosed to the parent and the HART Contract Provider.</li><li>d. Will utilize information gathered from classroom observations of student, consultations with school personnel and parent/guardian, and records review to compile information related to progress with HART goal that substantiates dismissal of the service before the scheduled IEP Team Meeting. Treatment and progress summary information from HART Contract Provider will be incorporated when dismissing HART Services.</li><li>e. Attend the IEP team meeting on the date previously scheduled, when the information in section F 2(d) is complete and shall inform HART Contract Provider and MCBH when HART services are dismissed.</li></ol></li></ol> <p><i>See Individualized Education Program (IEP) section for detailed procedures.</i></p>	<p>F. MCBH will be notified by LEA designated therapist or case manager of dismissal of services and will attend staffing.</p>
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<b>Delivery of Mental Health Services</b>	
The following procedures shall be followed for delivery of related services provided by MCBH.	
LEAs	MCBH
A. N/A	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 MCBH Therapist 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 MCBH Therapist and the LEA Case Manager will collaboratively schedule the time and specific location of services. The MCBH Therapist will sign in and sign out at the school office during each school visit.  Services must be made up when the MCBH Therapist 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 except for those provided during extended school year unless otherwise agreed upon in the IEP.
C. Meetings with the MCBH Therapist 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 LEA 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 encryption to protect confidentiality) regarding the student's progress is also encouraged.
D. If notified by the MCBH Therapist of concerns about participation or non-attendance in treatment, shall assist in eliciting parent/legal guardian participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options.	D. If the MCBH Therapist has concerns about lack of participation or non-attendance in treatment this will be conveyed to the student's School Psychologist and LEA Case Manager.

E. N/A	E. Shall document all services and attempts to provide services in the student's Service Log in SIRAS.
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<b>Delivery of HART Services</b>	
The following procedures shall be followed for delivery of HART Services.	
LEAs	MCBH
A. N/A	A. Shall ensure that services to be provided MCBH are provided as specified on the IEP and begin as soon as possible following the development of the IEP. The HART Contract Provider will contact MCBH if services cannot be provided for any reason and will inform the LEA Special Education administrator.
B. If services are to be provided at school, the MCBH Therapist, the HART Contract Provider, and the LEA Case Manager will collaboratively schedule the time and specific location of services.	<p>B. If services are to be provided at school, MCBH, the HART Contract Provider, and the LEA Case Manager will collaboratively schedule the time and specific location of services. The HART contract provider will sign in and sign out at the school office during each school visit.</p> <p>Services must be made up when the HART Contract 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 except for those provided during extended school year unless otherwise agreed upon in the IEP.</p>
C. The MCBH Therapist will be invited to meetings in lieu of the HART Contract Provider unless requested. Meetings with the MCBH Therapist 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 LEA 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 encryption to protect confidentiality) regarding the student's progress is also encouraged.
D. If notified by the MCBH Therapist of concerns about participation or non-attendance in treatment, shall assist in eliciting parent/legal guardian	D. If the HART Contract Provider shall report concerns about lack of participation or non-attendance in treatment to MCBH and this will be conveyed to the student's

<p>participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options.</p>	<p>School Psychologist and LEA Case Manager.</p>
<p>E. LEAs that are not receiving in district mental health services through MCBH and are delivering HART Services shall:</p> <ol style="list-style-type: none"> <li>1. LEA designated therapist or case carrier shall:             <ol style="list-style-type: none"> <li>(a) Consult with HART Contract Provider at least once a month</li> <li>(b) Engage with IEP team members if student is having difficulty with accessing HART services or if there are significant safety issues in the home</li> <li>(c) Attend HART Contract Provider Coordination of Services (COS) meetings to monitor and review clients progress in services</li> <li>(d) Attend IEP meeting to represent HART services and report on client engagement and progress Timely inform MCBH Supervisor of any changes to HART services, including dismissal.</li> <li>(e) Ensure that services to be provided HART Contract Provider are provided as specified on the IEP and begin as soon as possible following the development of the IEP. Contact the HART Contract Provider if services cannot be provided for any reason and will inform MCBH and the LEA Special Education administrator.</li> <li>(f) Coordinate with the HART Contract Provider and the LEA Case Manager to collaboratively schedule the time and specific location of services if services are to be provided at school.</li> <li>(g) Be invited to meetings in lieu of the HART Contract Provider unless requested. Meetings 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</li> </ol> </li> </ol>	<p>E. MCBH will work collaboratively with LEA Special Education Director through resolution of concerns with HART services with MCBH.</p>

<p>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> <ul style="list-style-type: none"><li>(h) If notified by the HART Contract Provider of concerns about participation or non-attendance in treatment, shall assist in eliciting parent/legal guardian participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options.</li><li>(i) Document all services and attempts to provide services in the student's Service Log in SIRAS.</li><li>(j) Notify LEA Special Education Director and MCBH immediately if there are any concerns about HART services.</li><li>(k) Notify LEA Special Education Director and MCBH within two (2) working days of knowledge for moving forward with dismissal of HART services (outlined in <i>Dismissal of HART Services</i> section).</li></ul> <p>2. LEA Special Education Director will work collaboratively through resolution of concerns with HART services with MCBH.</p>	
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<b>Transfers and Interim Placements</b>	
<b>LEAs Responsibilities:</b>	
<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 <b>two (2) school days</b> from the date that the LEA becomes aware of the student’s transfer.</p>	<p>A. Shall ensure that the student is provided interim related services as specified in the existing IEP for a period <b>not to exceed thirty (30) calendar days</b> unless the parent agrees otherwise.</p> <p>Shall notify the LEA Special Education administrator if the student’s parent/legal guardian cannot be contacted.</p>
<p>B. The referral shall provide copies of the following documents to MCBH:</p> <ol style="list-style-type: none"> <li>1. A completed Interim Placement Form (IEP 11);</li> <li>2. Copies of the student’s existing IEP, if available;</li> <li>3. Copies of reports received, if available;</li> <li>4. Notice of IEP Team Meeting (NC 6); and</li> <li>5. Signed Release and Exchange of Information form (NC 9).</li> <li>6.</li> </ol>	<p>B. N/A</p>
<p>C. Shall convene an IEP team meeting prior to the end of the interim placement to adopt the previously approved IEP or develop, adopt, and implement a new IEP (E.C. § 56325(a)(1) and (a)(3)).</p>	<p>C. Shall participate in an IEP team meeting prior to the end of the interim placement to review the interim services and make service recommendations.</p>

<b>Determination of Need for HART OR Residential Placement</b>	
These procedures shall apply when a student is being considered for HART services OR residential placement due to social/emotional/behavioral needs.	
LEAs	MCBH
<p>A. Prior to the determination that placement in a RTC is necessary for the student to receive a free and appropriate public education, <b>an IEP team including representatives from MCBH</b> shall consider least restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional TIP classroom, and/or providing HART services.</p>	<p>A. Prior to the determination that RTC placement is necessary for the student to receive a free and appropriate public education, <b>an IEP team including representatives from MCBH</b> shall consider less restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional TIP classroom and HART services.</p>
<p>B. LEAs that are not receiving in-district mental health services through MCBH and after exhausting least restrictive interventions, identify a student in need of HART services shall:</p> <ol style="list-style-type: none"> <li>1. Complete HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F)</li> <li>2. Convene a staffing with Special Education Director, Case Manager, School Psychologist, and MCBH for consult to review the HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F)</li> <li>3. School personnel will provide parent/guardian a copy of the HART Brochure (Appendix F).</li> <li>4. Hold IEP meeting to add HART goal, social work services, naming HART Contract Provider as Responsible Staff, and HART consultation to the student’s IEP in SIRAS.</li> <li>5. Compile HART Referral Packet (Appendix F) to include:               <ol style="list-style-type: none"> <li>a. Release of Information (ROI) for MCBH</li> <li>b. Two separate ROIs for contracted HART providers (JDT Consultants and Aspiranet)</li> <li>c. Mental Health Assessment/ERMHS Assessment</li> <li>(a) d. For students receiving LEA provisioned mental health treatment, a mental health</li> </ol> </li> </ol>	<p>B. MCBH will attend staffing for consultation of identified student residing in a district not participating in mental health services in need of HART services, to review the HART Referral Form upon notification from.</p> <p>Upon receipt of email notification that a referral for HART services has been submitted for a student residing in a district not participating in mental health services, MCBH will confirm receipt of HART referral and provide LEA with name of MCBH designee to be added to the student’s record in SIRAS to access HART Referral Packet.</p> <p>Upon receiving access to the HART Referral Packet uploaded to the student’s record in SIRAS, MCBH designee will obtain Releases of Information for the HART contracted providers and submit HART Referral Packet to one of the contracted HART providers (JDT Consultants and</p>

<p>treatment summary including mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis must be included in the referral packet.</p> <p>e. IEP 3, IEP 7 and IEP 8.</p> <ol style="list-style-type: none"> <li>6. Scan and attach the HART Referral Packet to the student record in SIRAS.</li> <li>7. Assign the MCBH Unit Supervisor and other MCBH designated coordinator to the student record in SIRAS.</li> <li>8. Notify MCBH of the HART referral via email with “HART Referral” in subject line to: <a href="mailto:415Education@countyofmonterey.gov">415Education@countyofmonterey.gov</a> using SSID only <b>within five (5) working days</b> of the LEA’s receipt of parent/legal guardian’s consent for HART service</li> </ol>	<p>Aspiranet) to initiate HART services.</p>
<p>C. If less restrictive alternatives have not been successful, the IEP team is considering placement in a residential treatment center, the student’s LEA shall convene an IEP team meeting. This team meeting shall include the MCBH RTC Case Manager and/or Unit Supervisor and a LEA representative authorized to make placement decisions. The team shall document the following:</p> <ol style="list-style-type: none"> <li>1. Alternatives to residential placement that were provided and why they have not been sufficient. What interventions were previously considered but not provided, and the reason(s) why; The decision to seek a residential placement.</li> </ol>	<p>C. The MCBH RTC Case Manager or Unit Supervisor will attend the IEP team meeting to provide information on the process involved with searching and securing a residential placement.</p>
<p>D. LEAs that are not receiving in-district mental health services through MCBH and identify a student in need of RTC placement shall:</p> <ol style="list-style-type: none"> <li>1. Convene an IEP team meeting to include the MCBH RTC Case Manager and/or Unit Supervisor and a LEA representative authorized to make placement decisions. The team shall document information as outlined in section C.</li> <li>2. Compile RTC Packet (Appendix E) to include:</li> </ol>	<p>D. The MCBH RTC Case Manager or Unit Supervisor will attend the IEP team meeting upon request by LEA to provide information on the process involved with searching and securing a residential placement.</p> <p>Upon receipt of email notification that a RTC Packet has been submitted for a student residing in a district not participating in mental health services, MCBH will confirm receipt of referral and</p>

<ol style="list-style-type: none"> <li>3. Completed RTC Form, and selecting Referral Packet</li> <li>4. Cover letter outlining circumstances and clinical need for RTC placement</li> <li>5. MCBH Release of Information</li> <li>6. Current list of medications with dosages, if applicable</li> <li>7. Copies of incident reports if history of or current RTC placement, if applicable</li> <li>8. Student attendance record and transcript</li> <li>9. Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable</li> <li>10. Copies of incident report(s) from current or prior RTC placements, if applicable</li> <li>11. Discharge summaries from prior RTC placement(s), if applicable</li> <li>12. Scan and attach the RTC Packet to the student's SIRAS file.</li> <li>13. Assign the MCBH designee to the student record in SIRAS.</li> <li>14. Notify MCBH of RTC referral via email with "RTC Packet" in subject line to: <a href="mailto:415Education@countyofmonterey.gov">415Education@countyofmonterey.gov</a> using SSID only <b>within five (5) working days</b> of the LEA's receipt of parent/legal guardian consent for RTC referral.</li> </ol> <p>E. LEAs that are not receiving in-district mental health services through MCBH and identify a student in need of HART Services after returning from RTC placement shall:</p> <ol style="list-style-type: none"> <li>1. Convene a staffing with Special Education Director, Case Manager, School Psychologist, and MCBH for consult to review the HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F).</li> <li>2. School personnel will provide parent/guardian a copy of the HART Brochure (Appendix F).</li> <li>3. Complete Section D, 4-8 above.</li> </ol>	<p>provide LEA with name of MCBH RTC Case Manager to be added to the student's record in SIRAS to access RTC Packet.</p> <p>Upon receiving access to the RTC Packet uploaded to the student's record in SIRAS, MCBH Case Manager will begin process for searching and securing RTC placement for student.</p>
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<b>Placement and Monitoring of Students in Residential Placement</b>	
<p>Following a decision to place a student in a residential setting, a MCBH RTC Case Manager shall be designated to facilitate the placement and monitoring of the student. The LEA and MCBH each have specific responsibilities for monitoring students in residential placement.</p>	
LEAs	MCBH
A. N/A	A. Shall designate a MCBH RTC Case Manager to coordinate the student’s residential placement plan upon notification to place the student in a residential placement.
B. N/A	B. The RTC 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. N/A	C. The MCBH RTC 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 or caregivers 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>

<p>E. Residential placements may be made out of California only when:</p> <ol style="list-style-type: none"> <li>1. No in-state facility can meet the student’s needs;</li> <li>2. The requirements of items C and D of this section have been met; and</li> <li>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.</li> </ol>	<p>E. Residential placements out of California will be recommended only when:</p> <ol style="list-style-type: none"> <li>1. No in-state facility can meet the student’s needs; and</li> <li>2. The requirements of items C and D of this section have been met.</li> </ol>
<p>F. Residential placements made to any non-public school not certified by the California Department of Education (CDE) shall be considered only when:</p> <ol style="list-style-type: none"> <li>1. No in-state facility can meet the student’s needs;</li> <li>2. The requirements of items C and D of this section have been met; and</li> <li>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"> <li>(a) LEA will be responsible for monitoring placements made to any non-public school not certified by the California Department of Education (CDE)</li> </ol> </li> </ol>	<p>F. Residential placements out of California will be recommended only when:</p> <ol style="list-style-type: none"> <li>1. No in-state facility can meet the student’s needs; and</li> <li>2. The requirements of items C and D of this section have been met.                     <ol style="list-style-type: none"> <li>(a) MCBH will not monitor placements made to any non-public school not certified by the California Department of Education (CDE)</li> </ol> </li> </ol>
<p>G. N/A</p>	<p>G. 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.</p>
<p>H. In collaboration with MCBH, shall schedule and convene an IEP team meeting to finalize the residential placement.</p> <ol style="list-style-type: none"> <li>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, and confirm with the NPS that the LEA is responsible for managing the student’s IEP and required</li> </ol>	<p>H. Shall arrange for a MCBH Case Manager representative to attend the scheduled IEP team meeting.</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Shall participate in identifying required specific psychological services.</li> <li>3. Shall participate in specifying the frequency and duration of MCBH Case Manager social work services.</li> <li>4. Shall develop a recommended plan to assist the family with the student’s</li> </ol>

<p>assessments while the student remains in placement.</p> <ol style="list-style-type: none"> <li>2. Psychological services shall be individually identified on the IEP, rather than “bundled” under the umbrella term of “day treatment”.</li> <li>3. MCBH RTC Case Manager shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate.</li> <li>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.</li> <li>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.</li> </ol>	<p>social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team.</p>
<p>I. 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, related services, and other psychological services including room and board needed by the student.</p>	<p>I. N/A</p>
<p>J. Shall notify MCBH of completion of LEA financial contracts for residential placement.</p>	<p>J. N/A</p>
<p>K. N/A</p>	<p>K. Shall facilitate the enrollment of the student in the residential placement.</p>
<p>L. N/A</p>	<p>L. Shall notify the LEA that placement has been arranged. If the LEA does not have any students enrolled at the NPS at the time of placement, MCBH shall conduct an onsite visit prior to placement of the student.</p>
<p>M. N/A</p>	<p>M. Shall conduct at least one onsite monitoring visit on behalf of the LEA during each school year to the NPS at which the LEA has a student attending and with which it maintains a Master</p>

	<p>Contract. The onsite monitoring visiting shall include, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Meeting with the student</li> <li>2. Review of services provided to the student through the ISA between the LEA and the NPS.</li> <li>3. Review of progress the student is making towards the goals set forth in the student’s IEP and Behavioral Intervention Plan (BIP), if applicable.</li> <li>4. Observation of the student during instruction time.</li> <li>5. Walkthrough of the facility</li> <li>6. Interviews with teachers, therapists, residential facility staff, the case manager, and other relevant staff members.</li> </ol>
<p>N. N/A</p>	<p>N. Shall complete the “Local Educational Agency Onsite Visit for Nonpublic School” form following the monitoring visit and submit to the California Department of Education within 60 calendar days of the onsite visit and upload copies of the completed form to the student record in SIRAS and email copies to SELPA Executive Director and LEA Special Education Director.</p>
<p>O. Shall periodically report to the parent/legal guardian on the progress the student is making toward meeting annual IEP goals pursuant to the frequency and method indicated in the IEP for the student (E.C. § 56345(a)(3)).</p>	<p>O. Shall notify the LEA and the parent/legal guardian if there is a discrepancy between the level of care, supervision, or the provision of psychological services and the requirements of the IEP.</p>
<p>P. When possible, the LEA progress reporting and MCBH face-to-face contacts will be combined and conducted collaboratively.</p>	<p>P. Shall conduct a face-to-face contact via Telehealth 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"> <li>1. Shall provide notice to the LEA of the contact and invite LEA to participate.</li> <li>2. When possible, the LEA progress reporting and MCBH face-to-face contacts via Telehealth will be combined and conducted collaboratively.</li> <li>3. Monitoring activities shall include:</li> </ol>

	<ul style="list-style-type: none"> <li>a) Record review;</li> <li>b) Meeting with the student; and</li> <li>c) Review of overall progress.</li> </ul>
<p>Q. Will convene and participate in an IEP team meeting to include representatives from MCBH <b>within six (6) months</b> of residential placement and <b>every six (6) months thereafter</b> as long as the student remains in residential placement.</p>	<p>Q. Will attend the scheduled IEP team meeting.</p>
<p>R. The Special Education Director and/or LEA designee will be the primary contact during the summer months to facilitate communication and coordinate activities as needed.</p>	<p>R. Will communicate and coordinate activities with Special Education Director and/or LEA designee during the summer months as needed.</p>
<p>S. LEAs that determine a parent/legal guardian has unilaterally place a student in RTC and wants MCBH for monitoring of the existing placement shall:</p> <ol style="list-style-type: none"> <li>1. Compile RTC Packet (Appendix D)             <ul style="list-style-type: none"> <li>(a) Complete RTC Form, selecting Notice of Existing Placement</li> <li>(b) Cover letter outlining circumstances leading to placement and clinical need for the RTC placement, including mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis</li> <li>(c) Copies of incident reports if history of or current RTC placement, if applicable</li> <li>(d) Student attendance record and transcript</li> <li>(e) Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable</li> <li>(f) Copies of incident report(s) from current or prior RTC placements, if applicable</li> <li>(g) Discharge summaries from prior RTC placement(s), if applicable</li> </ul> </li> <li>4. Scan and attach the RTC Packet to the student's SIRAS file.</li> <li>5. Assign the MCBH designee to the student record in SIRAS.             <ul style="list-style-type: none"> <li>(h) Notify MCBH of RTC Packet via email with "RTC Packet" in subject line to:  <a href="mailto:415Education@countyofmonterey.gov">415Education@countyofmonterey.gov</a> using SSID only <b>within five (5) working days</b> of the LEA's receipt of</li> </ul> </li> </ol>	<p>S. Upon receipt of email notification that a RTC Packet has been submitted for a student residing in a district not participating in mental health services, MCBH will confirm receipt of packet and provide LEA with name of MCBH RTC Case Manager to be added to the student's record in SIRAS to access RTC Packet.</p> <p>Upon receiving access to the RTC Packet uploaded to the student's record in SIRAS, MCBH Case Manager will begin process for monitoring RTC placement for student.</p>

parent/legal guardian consent for RTC monitoring.	
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## 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.

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, therapeutic and non-therapeutic related services while the student is placed in a Residential Treatment Center (RTC) pursuant to an IEP.	B. N/A
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. N/A
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. N/A

<b>Provision of Facilities and Support at LEA Sites</b>	
LEAs shall provide appropriate facilities and support for the provision of psychological services provided by MCBH at school.	
LEAs	MCBH
A. N/A	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 an appropriate meeting space.	C. Will provide therapy services via Telehealth upon request or to ensure continuity of care when circumstances prevent in-person services.
D. The site administrator or designee where MCBH services will be provided shall identify and reserve space for services scheduled to be delivered at the school site that: <ol style="list-style-type: none"> <li>1. Affords the student and MCBH Therapist a private and confidential environment;</li> <li>2. Contains appropriate chairs and work surfaces;</li> <li>3. Provides electricity and adequate lighting and at a reasonable temperature;</li> <li>4. Meets health and safety requirements;</li> <li>5. Allow access to emergency support if needed; and</li> <li>6. Is of sufficient size to accommodate small groups where needed.</li> </ol>	D. N/A

## Communication Hierarchy and Interagency Agreement Dispute Resolution

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.

SELPA/LEAs	MCBH
A. Appropriate staff members from LEAs operating TIP classes shall participate in monthly meetings with MCBH staff and attend 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.	A. Appropriate staff members from MCBH shall participate in monthly meetings with staff members from LEAs operating TIP classes and attend 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.
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.	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.
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: <ol style="list-style-type: none"> <li>1. The involved LEA personnel shall discuss the concern directly with the involved MCBH therapist.</li> <li>2. If unresolved, the LEA personnel designated Special Education administrator shall discuss the concern with the MCBH Therapist Unit Supervisor.</li> </ol>	C. If an issue develops that has not yet risen to the level of a dispute between the LEA personnel and the MCBH Therapist, the following communication hierarchy shall be followed: <ol style="list-style-type: none"> <li>1. The involved MCBH Therapist shall discuss the concern directly with the involved LEA personnel</li> <li>2. If unresolved, the MCBH Therapist’s Unit Supervisor shall discuss the concern with the LEA personnel’s designated Special Education administrator.</li> </ol>
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: <ol style="list-style-type: none"> <li>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.</li> </ol>	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: <ol style="list-style-type: none"> <li>1. The MCBH Behavioral Health Services Manager shall, in a timely manner, contact the appropriate LEA Special Education administrator to communicate and seek resolution to</li> </ol>

<p>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 the MCBH Child and Adolescent System of Care.</p> <p>3. The SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall meet within thirty (30) calendar days to further attempt resolution of the issue.</p> <p>4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of MCBH Child and Adolescent System of Care shall collaboratively select a neutral mediator to support negotiation of a resolution.</p>	<p>any dispute arising from the Interagency Agreement.</p> <p>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 the MCBH Child and Adolescent System of Care.</p> <p>3. The SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall meet within thirty (30) calendar days to further attempt resolution of the issue.</p> <p>4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall collaboratively select a neutral mediator to support negotiation of a resolution.</p> <p>5. All concerns have the School District Special Education Director or designee will remain involved through problem resolution process.</p>
<p>E. 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>E. 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>F. If the dispute involves an alleged failure to provide psychological services and no agency has been providing those services prior to the dispute, the LEA shall provide the services until the dispute resolution proceedings are complete.</p>	<p>F. N/A</p>
<p>G. 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</p>	<p>G. 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</p>

student's IEP is not altered, except as to which agency will provide the service specified in the IEP.	student's IEP is not altered, except as to which agency will provide the service specified in the IEP.
H. Once the dispute resolution procedures have been completed, shall work collaboratively with MCBH to implement the agreed upon resolution.	H. Once the dispute resolution procedures have been completed, shall work collaboratively with SELPA/LEA to implement the agreed upon resolution.

<b>Training and Technical Assistance</b>	
<p>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>	
SELPA/LEAs	MCBH
<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 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.</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: \_\_\_\_\_  
Elsa M. Jimenez  
Director of Health Services

DocuSigned by:  
By: Kenyon Hopkins  
7DA722511E454B8...  
Kenyon Hopkins  
Executive Director

Date: \_\_\_\_\_

Date: 5/13/2025 | 12:25 PM PDT

## APPROVED AS TO LEGAL FORM:

DocuSigned by:  
By: Kevin Serrano  
CF484EA4829E4B5...  
Office of County Counsel

DocuSigned by:  
By: Jim Koenig  
865E8A4C1D3242F...  
Executive Committee Chair

Date: 5/30/2025 | 10:05 AM PDT

Date: 5/16/2025 | 5:12 PM PDT

## APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:  
By: Patricia Ruiz  
E70EF64E57464F6...  
Auditor/Controller's Office

DocuSigned by:  
By: Colleen Stanley  
A6B4F6C26DB2470...  
Colleen Stanley Ed.D. Chief Business Official

Date: 6/2/2025 | 1:42 PM PDT

Date: 5/19/2025 | 9:33 AM PDT

# 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



## 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.

NC 2A (8/13)



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

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# 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:
----------------------	-----------------

- |  |
|--|
| <input type="checkbox"/> Goal is related to enabling the student to participate in general education curriculum.<br><input type="checkbox"/> Goal is related to meeting other educational needs resulting from the student's disability.<br><input type="checkbox"/> Goal supports the student's post-secondary goals/expectations.<br><input type="checkbox"/> 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:
----------------------	-----------------

- |  |
|--|
| <input type="checkbox"/> Goal is related to enabling the student to participate in general education curriculum.<br><input type="checkbox"/> Goal is related to meeting other educational needs resulting from the student's disability.<br><input type="checkbox"/> Goal supports the student's post-secondary goals/expectations.<br><input type="checkbox"/> 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 reviewed in selecting the least restrictive environment and consideration was given to the benefits and potential harmful effects on the student and the quality of services that the student needs:

- |  |  |
|--|--|
| <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: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Service: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Service: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Service: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Service: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Service: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Service: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Service: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Service: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Location: <input type="text"/>		x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	

IEP 7 (9/15)



## 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: <input type="text"/>		Provider: <input type="text"/>	Responsible Staff: <input type="text"/>		x
Location: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Description: <input type="text"/>		Provider: <input type="text"/>	Responsible Staff: <input type="text"/>		x
Location: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	
Description: <input type="text"/>		Provider: <input type="text"/>	Responsible Staff: <input type="text"/>		x
Location: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	Start Date: <input type="text"/>	End Date: <input type="text"/>	

### 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: <input type="text"/>	Provider: <input type="text"/>	Responsible Staff: <input type="text"/>	Primary Location: <input type="text"/>	x
Delivery Model: <input type="text"/>	Frequency: <input type="text"/>	Duration: <input type="text"/> total minutes	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 for Placement

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: \_\_\_\_\_



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

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

# Appendix C – Youth Screening Tool for Medi-Cal Mental Health Services

State of California – Health and Human Services Agency

Department of Health Care Services

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

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

### Instructions:

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

---

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

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

---

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

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

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

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

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

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

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation?  <i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you calling about yourself or about someone else? <ul style="list-style-type: none"> <li>• If calling about someone else, who are you calling about and what is your relationship to them?</li> </ul> <i>NOTE: If calling about themselves, switch to the "Youth Respondent" version of the tool.</i>	<input type="checkbox"/> Self <input type="checkbox"/> Someone else
3. Can you tell me the reason you are seeking mental health services for the child/youth today?	
4. Is the child/youth currently receiving mental health treatment? <ul style="list-style-type: none"> <li>• If yes, where are they receiving those services?</li> </ul> <i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP or MCP do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. When was the last time the child/youth saw their pediatrician or primary care provider?  <i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

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

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

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

## Appendix D – RTC Packet

### Residential Treatment Center (RTC)

Referral Packet

Notice of Existing Placement

To initiate search for residential placement OR provide notice of existing placement- Please provide:	
<input type="checkbox"/> Completed RTC Form	<input type="checkbox"/> Access to student record in SIRAS
<input type="checkbox"/> Cover letter outlining circumstances, behaviors of concern and clinical need for RTC placement OR Outlining circumstances leading to placement and clinical need for the RTC placement. Include mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis	<input type="checkbox"/> Student attendance record and transcript
<input type="checkbox"/> MCBH Release of Information* *(MCBH must also obtain ROIs for Residential Treatment Centers)	<input type="checkbox"/> Mental health Assessment/ERMHS Assessment
<input type="checkbox"/> Current list of medications with dosages, if applicable	<input type="checkbox"/> Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable
<input type="checkbox"/> Copies of incident report(s) from current or prior RTC placements, if applicable	<input type="checkbox"/> Discharge summaries from prior RTC placement(s), if applicable

<p><b>Upload RTC Packet to student record in Siras and email to:</b>  <a href="mailto:415Education@countyofmonterey.gov">415Education@countyofmonterey.gov</a></p>	<p>Please indicate “RTC Packet” in Subject line of email and include SSID in body of email.</p>
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## Residential Treatment Center (RTC) Form

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

SSID ID: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender: \_\_\_\_\_

Ethnicity: \_\_\_\_\_ Primary Language: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_

Relationship to client: \_\_\_\_\_ Primary Language: \_\_\_\_\_

School of Attendance: \_\_\_\_\_ School District: \_\_\_\_\_

Others involved with client:

Parent/Legal Guardian \_\_\_\_\_ Phone \_\_\_\_\_

IEP Case Carrier \_\_\_\_\_ Phone \_\_\_\_\_

School Therapist \_\_\_\_\_ Phone \_\_\_\_\_

Other Provider \_\_\_\_\_ Phone \_\_\_\_\_

DSES Worker \_\_\_\_\_ Phone \_\_\_\_\_

Probation Officer \_\_\_\_\_ Phone \_\_\_\_\_

Please describe **specific behaviors** this student is displaying or social emotional issues that are impacting academic progress that are causing them to require residential treatment.

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What services and interventions are currently being provided to address this behavior?

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## Appendix E – HART Referral Packet

### Home Alternative to Residential Treatment (HART) Referral Packet

Please provide:	
<input type="checkbox"/> <b>Completed HART Referral Form</b>	<input type="checkbox"/> <b>Mental Health Assessment/ERMHS Assessment</b>
<input type="checkbox"/> <b>Release of Information to “Aspiranet”</b> <input type="checkbox"/> <b>Release of Information to “JDT Consultants”</b> <input type="checkbox"/> <b>Release of Information to MCBH</b>	<input type="checkbox"/> <b>IEP Documents:</b> <b>IEP 3</b> <b>IEP 7</b> <b>IEP 8</b>
<b>Submit upload HART Referral Packet student record in Siras and email to:</b>	<p><a href="mailto:415Education@countyofmonterey.gov">415Education@countyofmonterey.gov</a></p> <p>Please indicate “HART Referral” in Subject line of email and include SSID in body of email.</p>

### HART REFERRAL FORM

Student Name: _____	Date: _____
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SSID ID: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender: \_\_\_\_\_

Ethnicity: \_\_\_\_\_ Primary Language: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Parent/Caregiver: \_\_\_\_\_

Relationship to client: \_\_\_\_\_ Primary Language: \_\_\_\_\_

School of Attendance: \_\_\_\_\_ School District: \_\_\_\_\_

**Others involved with client:**

Parent/Legal Guardian \_\_\_\_\_ Phone \_\_\_\_\_

Educational Case Carrier \_\_\_\_\_ Phone \_\_\_\_\_

School Therapist \_\_\_\_\_ Phone \_\_\_\_\_

Other Provider \_\_\_\_\_ Phone \_\_\_\_\_

DSES Worker \_\_\_\_\_ Phone \_\_\_\_\_

Probation Officer \_\_\_\_\_ Phone \_\_\_\_\_

Please check all that apply:

Yes  No Is it highly likely that without additional short-term support of ART services, one of the following will occur? (Please check all that apply).

The student will need to be placed in residential treatment the student’s behaviors or symptoms are jeopardizing current placement.

The student is returning home from residential treatment and needs HART services support to transition to a lower level of care.

Yes  No Does the student have specific target behavior(s) or social emotional issues impacting academic progress that puts him/her at risk for residential treatment or at risk of being unable to transition to a lower-level placement?

Please describe **specific behaviors** this student is displaying or social emotional issues that are impacting academic progress that are putting them at risk of residential treatment.

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What services and interventions are currently being provided to address behavior(s) of concern?

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# of hours of HART services per week approved by IEP team

## Appendix F – HART Brochure

### HART

HART services are IEP driven, accompany individual mental health services, and can largely be provided in the home, and also in school and community settings, to address your child's treatment goal focused on improving social and emotional development linked to severe mental health needs by teaching them and their parents/caregivers prosocial replacement skills to use in response to challenging situations, feelings, or emotions.

The HART program utilizes a child-centered, strength-based approach that allows families to have a voice in treatment planning and is based on your child's identified areas of social emotional need.

The Monterey County Behavioral Health's HART program was created in partnership with the Monterey County SELPA to assist students who, due to complex and severe social and emotional challenges, have been identified by their IEP team as being at imminent risk of residential treatment.

County of Monterey  
Behavioral Health

331 North  
Sanborn St.  
Salinas

Phone:  
(831)784-2150  
Fax:  
(831) 831-772-8154

**HART**  
**Home Alternative to**  
**Residential Treatment**  
**Monterey County**  
**Behavioral Health (MCBH)**



**Home is where the HART is...**

## What To Expect

- \* You will participate in IEP meeting to discuss addition of HART services
- \* Once the referral process is complete, the assigned HART Provider will contact you for an initial in-home visit to conduct an initial assessment.
- \* The HART provider's Clinician will assist you with outlining more specific treatment goals, barriers to success and develop a service plan then meet with you weekly address concerns.
- \* The HART provider will assign an Intervention Specialist to work with you and your child (2-3 times weekly for 6-10 hours on average) as previously agreed upon and outlined on IEP.

## What to Expect cont.

- \* Coordination of Services (COS) meetings will be held in the home on a monthly basis to include you, your child, your child's mental health therapist, and the assigned HART Intervention Specialist to review your child's progress with services, effectiveness of the interventions, and make any changes to the treatment plan that are needed for your child to be successful.
- \* Your child's IEP team will meet with you as often as needed to adjust services and ensure that the level of services are sufficient to meet his or her social and emotional needs.
- \* Services will begin to fade out once your child has met his or her HART goal on the IEP and the IEP team agrees that the services are no longer needed.

**In the event of an emergency, please call 911.**

**Community Crisis Line of Monterey County:  
1-866-615-1060**

**Child and Adolescent Mobile Response Team (MRT) can be reached at 831-687-4379.**



MONTEREY  
COUNTY  
BEHAVIORAL  
HEALTH  
Avanzando Juntos  
Forward Together

**EXHIBIT B:  
BILLING STRUCTURE AND PAYMENT RATES**

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**I. SERVICES**

All Mental Health Services offered by MCBH:

<b>CALPADS</b>	<b>MCBH</b>
<p><b>Service: Individual Counseling</b> 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 social and emotional impairments impacting access to their academics, anger control, gang awareness and prevention, and substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Mindfulness, Dialectical Behavioral Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p><b>Service: Individual Therapy</b> Code: 342/272/345/772 SFC: 10-70</p>
<p><b>Service: Counseling and Guidance</b> 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 social and emotional impairments impacting access to their academics, , social skills, anger control, gang awareness and prevention, substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Mindfulness, Dialectical Behavioral Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p><b>Service: Group Therapy</b> Code: 352, 354, 356 SFC: 10-59</p>
<p><b>Service: Assessment</b> Code: N/A SFC: 10-59</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><b>Service: Assessment</b> Code: 332/392</p>

<p><b>Service: Social Work Services</b>                  Code: 525                  SFC: 01-59                  Service Description:                  Home Alternative to Residential Treatment (HART) social work services provided pursuant to an IEP by a qualified individual, include, but are not limited to, providing one-on-one therapeutic behavioral intervention and support; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. These services are typically provided when an IEP team has determined that a student is at imminent risk of requiring a residential placement and intense mental health support is being attempted in order to reduce the risk.</p>	<p><b>Service: Case Management/Brokerage</b>                  Code: 302/202/222/305/382</p>
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**II. BILLING STRUCTURE / PAYMENT RATE**

MCBH shall submit to SELPA a monthly invoice in accordance with the following billing structure and payment rate.

**A. Mental Health Services**

MCBH shall invoice to SELPA one-twelfth (1/12th) of the Total Annual Amount. The Total Annual Amount is the estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of services, referenced in section I, rendered to students during the term of the MOU since MCBH is reimbursed FFP directly by the Department of Health Care Services. Each monthly invoice will be submitted within thirty (30) days following the month of service.

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 estimates based on the prior year's level of service in combination with average percentage of Medi-Cal recipients served through an IEP. The Total Annual Amount is subject to change if the demand for services increases, or the average percentage of Medi-Cal beneficiaries served changes, or both. Mental Health Services shall be paid in arrears, not to exceed the total maximum amount of **\$3,811,252.00.**

<b>School District</b>	<b>Total Annual Amount</b>
Alisal Union School District	\$406,316.00
Gonzales Unified School District	\$166,631.00
Greenfield Union School District	\$230,112.00
King City Union School District	\$143,375.00
Monterey County Office of Education (MCOE) Alternative Education	\$47,010.00
MCOE Home Charter School	\$16,188.00
MCOE TIP	\$287,088.00
Monterey Peninsula Unified School District	\$488,865.00

North Monterey County Unified School District	\$253,158.00
Salinas Union High School District	\$1,078,477.00
San Lucas Union School District	\$26,767.00
Santa Rita Union Elementary	\$148,153.00
Soledad Unified School District	\$492,398.00
Spreckels Union School District	\$9,897.00
Washington Union School District	\$16,817.00
<b>Grand Total</b>	<b>\$3,811,252.00</b>

**B. Home Alternative to Residential Treatment (HART)**

MCBH shall submit to SELPA a monthly invoice for the total cost of HART subcontracted services rendered during the term of the MOU. Each monthly invoice will be based on actual costs and estimated revenue and will be submitted within their (30) days following the month of service.

SELPA shall pay to MCBH the full cost of the provision of HART subcontracted services. The total cost for HART is based on each subcontractor’s rates and unit of services, which varies by subcontractor. HART services shall be paid in arrears according to the terms of the Agreement between the facility and MCBH, not to exceed the total maximum amount of **\$581,032.00.**

**C. Residential Monitoring**

MCBH shall submit to SELPA a monthly invoice for the total cost of Residential Monitoring rendered during the term of the MOU. MCBH shall invoice SELPA only for the non Medi-Cal portion of the costs for direct Mental Health Services provided to youth while conducting Residential Monitoring, and the full travel costs. Each monthly invoice will be based on travel rates set forth in the County of Monterey Travel and Business Expense Reimbursement Policy which are in accordance with the IRS guidelines, the prevailing County Interim Rates (CIRs) billed to Medi-Cal less the estimated Federal Financial Participation for direct Mental Health Services and will be submitted within thirty (30) days following the month of service.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services while conducting Residential Monitoring, and the full travel costs. The Total Annual Amount is estimated based on the prior year’s number of youths in placement. The Total Annual Amount is subject to change if the demand for services increases. Residential Monitoring shall be paid in arrears, not to exceed the total maximum amount of **\$32,300.00.**

**D. Residential Searching and Securing**

MCBH shall submit to SELPA a monthly invoice for the cost of Residential Searching and Securing rendered during the term of the MOU. The rate of service per client served is **\$1,286.89.** Each invoice shall be based on number of clients served multiplied by the rate of service and will be submitted within their (30) days following the month of service.

SELPA shall pay to MCBH the total costs to provide Residential Searching and Securing services. The Total Annual Amount is estimated based on 15 clients per FY. The Total Annual Amount is subject to change if the demand for services increases. Residential Searching and Securing shall be paid in arrears, not to exceed the total maximum amount of **\$19,303.00**.

**III. MAXIMUM ANNUAL LIABILITY**

Subject to the limitations set forth herein, SELPA shall pay to MCBH during the term of this Agreement a maximum amount of **\$4,443,887.00** for services rendered under this Agreement.

<b>Services</b>	<b>Estimated Amount</b>
Mental Health Services	<b>\$3,811,252.00</b>
HART	<b>\$581,032.00</b>
Residential Monitoring	<b>\$32,300.00</b>
Residential Searching and Securing	<b>\$19,303.00</b>
<b>Total</b>	<b>\$4,443,887.00</b>

The Total Maximum Liability Amount is subject to change if the demand for services increases. Any change in the Total Maximum Liability Amount will require an Amendment to the MOU.

**EXHIBIT C:  
MCBH INSURANCE**

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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**

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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.