

INTERAGENCY AGREEMENT
(County Provides Services)

Number 28-325-2
Fund/Org # 5952
Account # 2320
Other # _____

1. Contract Identification.

Department: Health Services – Behavioral Health Services Division/Mental Health
Subject: Residential and school-based day treatment and mental health services

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: MT. DIABLO UNIFIED SCHOOL DISTRICT (Hereinafter "Agency")
Capacity: Government Agency
Address: 1936 Carlotta Drive, Concord, California 94519

3. Term. The effective date of this Agreement is July 1, 2012, and it terminates on June 30, 2013 unless sooner terminated as provided herein.

4. Payment Limit. Agency's total payments to County under this Agreement shall not exceed \$ 2,200,000.

5. County's Obligations. County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Agency's Obligations. Agency shall pay County for its provision of the services as set forth in the attached Service Plan, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000.

10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By <u>[Signature]</u> Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy
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AGENCY

By <u>[Signature]</u> (Signature of authorized Agency Representative) <u>STEVEN W. LAWRENCE, SUPERINTENDENT</u> (Print name and title A)	By <u>[Signature]</u> (Signature of authorized Agency Representative) <u>Kerrin M. Mills, Ed.D., Asst. Supt.</u> (Print name and title B)
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ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

Number 28-325-2

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On January 3, 2013, before me, Loreen E. Joseph, Notary Public
(insert name and title of the officer), personally appeared Steven W. Lawrence, and

Keri M. Maus, Ed. D. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Loreen E. Joseph
Signature



ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: John P. [Signature]
Designee

By: [Signature]
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]
Designee

SERVICE PLAN

Number 28-325-2

1. Recitals.

- a. The purpose of this Interagency Agreement is to establish a set of working guidelines and procedures between Contra Costa County Children's Mental Health (hereafter "County") and the Local Education Agency, Mount Diablo Unified School District (hereafter "LEA") to provide educationally related mental health services to Medi-Cal eligible children with disabilities in compliance with Federal and State laws governing each agency.
- b. The LEA and the County each have obligations to provide specified mental health services to children residing within LEA and/or County, with the LEA's obligation arising under the Individuals With Disabilities Education Act ("IDEA") and the County's obligation arising under Federal and State laws governing Medi-Cal.
- c. Under Federal law, the County is obligated to provide Medi-Cal necessary mental health services to eligible individuals, including emotionally disturbed children in Contra Costa County, who have qualifying mental health needs; some of these services are the same services that the LEA may be obligated to provide under the IDEA and some of the same individuals who qualify for medically necessary mental health services may also qualify for educationally related mental health services from the LEA under IDEA.
- d. No part of this Agreement is intended, either directly or indirectly, to extend the responsibilities and obligations of either agency beyond the requirements of law. The Agreement is provided to assist in the efficient provision of shared duties and cohesive delivery of individual agency responsibilities.

2. Operative Principles.

Accordingly, and in light of the foregoing recitals, the Parties agree that this Agreement is to be implemented, interpreted and viewed in light of the following Operative Principles:

- a. LEA is responsible under the IDEA for the provision of Free and Appropriate Public Education (FAPE) to eligible students, including the provision of educationally related mental health services, and County is obligated under State law, subject to funding and eligibility, to provide mental health services to children in Contra Costa County.
- b. There are no federal IDEA obligations or state law obligation on County to provide FAPE, and there is no federal or state law obligation for LEA to provide mental health services that are not educationally related, and this Agreement is not intended to create any such obligations. This Agreement is not intended to make County a "public agency" within the meaning of IDEA and/or subject to the IDEA due process mandates.
- c. This Agreement specifically addresses those students who are Medi-Cal eligible and who require educationally related mental health services.

3. County's Obligations.

- a. Upon request from the LEA, and pursuant to IEPs developed and reviewed by LEA, County shall provide day treatment, targeted case management, and other educationally related mental health services, defined in 9 C.C.R §1810.200, et. seq., to LEA-designated special education students who

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are eligible for Medi-Cal. County will utilize existing contracts with Community Based Organizations to provide professional mental health services for these students.

- b. County shall invoice LEA an amount equal to County's allowable costs that are actually incurred each month, in accordance with the negotiated rates set forth in Paragraph 6. (Billing Rates).

4. LEA Obligations.

- a. LEA shall designate those students who are eligible for services under this Agreement.
- b. Should any one of those students no longer qualify for Medi-Cal, the LEA will be responsible for paying the cost of educationally related mental health services on the student's IEP. LEA is in no way responsible for medically necessary mental health services or other services provided by County that are not documented on the student's IEP.
- c. LEA shall pay County within 90 days of receiving County's invoice specified in Paragraph 2.b, above.
- d. LEA shall enter billing data into County's computer system as appropriate to the Sunrise Elementary, Olympic High School and Fair Oaks Wrap programs. LEA will bill Other Health Coverage for students with dual coverage as specified in County's training and billing procedure manuals.

5. Communication.

- a. If a student receiving services under this Agreement becomes ineligible for Medi-Cal, County, or the non-public agency serving the child, will notify the LEA and include the date of this change. County's Health Services Patient Accounting Unit will send an invoice to LEA for payment. If the student once again becomes eligible for Medi-Cal, County will retroactively apply Medi-Cal coverage for up to six months and will reimburse the LEA.
- b. If a student receiving services under this Agreement moves from Mount Diablo Unified School District to another district, either within or outside Contra Costa Special Education Local Plan Area (CCSELPA), LEA will notify County. County will close out records for that student.

6. Billing rates.

- a. LEA will reimburse County for the actual costs incurred by County for each child attending a non-public school or receiving services from a verified Medi-Cal billing agency.
- b. If the student receives services from a County clinician, the billing rate will be in accordance with the rate set forth in table below.

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	Service	Cost per Minute
1	Outpatient Services	
	Linkage	2.46
	Brokerage	2.46
	Assessment	3.17
	Individual	3.17
	Group	3.17
	Collateral	3.17
	Case Management	2.46
	Crisis Intervention	4.74
	Medication Support	6.41

7. Hearing and Complaints.

LEA shall be responsible for all due process hearings and complaint procedures concerning the educational placement and services for the student. When County becomes aware of any impending complaint or request for due process hearing, County shall immediately notify the Special Education Administrator in the LEA. Furthermore, County will cooperate fully with the district of residence in the processing of hearings and complaints, as well as any problems encountered by the student or LEA while in the placement. If legal representation is required, LEA shall be responsible for the cost of the attorney, unless the parties choose separate representation.

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AIR-12958

Consent 58.

BOS Agenda

Contracts & Grants - Receivable

Meeting Date: 12/11/2012

Time (Duration):

Interagency Agreement #28-325-2 with Mt. Diablo Unified School District

Submitted For: William Walker, M.D.,

Department: Health Services

Division: HSD Contracts and Grants

Noticed Public No

Official Body: Board of Supervisors

Hearing:

Presenter/Phone,
if applicable:

Audio-Visual
Needs:

Handling

District: District III

Instructions:

District IV

District V

Contact, Phone: Cynthia Belon 925-957-5201

Information

Recommendation(s):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #28-325-2 with Mt. Diablo Unified School District, to pay County an amount not to exceed \$2,200,000, to provide residential and school-based day treatment and mental health services, for the period from July 1, 2012 through June 30, 2013.

Fiscal Impact:

Approval of this Interagency Agreement will result in a total payment to the County not to exceed \$2,200,000. (No County match required)

Background:

On April 3, 2012, the Board of Supervisors approved Interagency agreement #28-325-1, with Mt. Diablo Unified School District to pay County for the provision of residential and school-based day treatment and mental health services, through June 30, 2012, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

Approval of Interagency Agreement #28-325-2 will continue to allow agency to pay County for the provision

of residential and school based day treatment and mental health services through June 30, 2013.

Consequence of Negative Action:

If this agreement is not approved, Agency will not pay County for residential and school-based day treatment and mental health services, so special education students within the Mt. Diablo Unified School District will not receive the mental health services that they need, and, as a result, may require treatment at a higher level of service.

Children's Impact Statement:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).
