

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (also referred to as "Agreement") is made and entered into as of the 1st day of January, 2010 by and between the Solano County Special Education Local Plan Area (hereinafter referred to as SELPA) and Solano County on behalf of its Department of Health and Social Services, California Children Services Program (hereinafter referred to as County), collectively the two are referred to as the Parties.

1. PURPOSE

This Memorandum of Understanding defines the scope of services and respective roles and responsibilities of the Parties regarding provision of medically necessary physical therapy and occupational therapy services identified in the individualized education program of students enrolled in the Special Education Local Plan Area as referenced in the STATE INTERAGENCY COOPERATIVE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF EDUCATION AND THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES, CHILDREN'S MEDICAL SERVICES BRANCH, CALIFORNIA CHILDREN SERVICES MEDICAL THERAPY PROGRAM (2005) under regulations of Title 2 of the California code of Regulations, Division 9, Chapter 1, Article 1, sections 60000-60610 and the Code of Federal Regulations, Title 34, Section 300.142 (34CFR 300.142).

2. SCOPE OF SERVICES

The Parties agree to perform their respective roles, responsibilities and services described in the scope of services attached as Exhibit A.

3. TIME OF PERFORMANCE

A. This Memorandum of Understanding shall be in effect for twenty four (24) months beginning January 1, 2010 and ending December 31, 2011.

B. Unless terminated by either Party prior to December 31, 2011, this Agreement may be extended from January 1, 2012 through December 31, 2012 to allow for continuation of services and sufficient time to complete a renewal agreement.

C. Notwithstanding 3.A and B, there is no guarantee that services will be renewed under a new agreement following the expiration or termination of this Agreement.

4. CHANGES AND AMENDMENTS

Either Party may request changes in the scope of services. Any mutually agreed upon changes shall be effective when incorporated in written amendments to this Agreement.

5. COST OF SERVICES

Cost of services shall be calculated on a cost reimbursement basis as provided in Exhibit A, Section 10, Fiscal Responsibilities. The total amount of reimbursement under this Agreement shall not exceed \$100,000. While state law does not allow a cap, this provision is intended to bring additional billing to the Board of Supervisors, should further billing be necessary.

6. BILLING

- A. Billing for inter-agency services shall occur monthly.
- B. Within two (2) weeks of the end of each month, the Solano County SELPA shall forward an invoice of actual charges to the County.
- C. The County must approve and forward the invoice to the County Auditor for payment within two (2) weeks of receipt with the exception of year-end when the County must approve and forward the invoice to the County auditor within year-end deadlines.
- D. If the billed amount is disputed, the County shall notify the SELPA in writing within two (2) weeks of the submission of the invoice.
(1) Notwithstanding a dispute, the County shall approve and forward the disputed invoice to the County Auditor and submit the dispute to the dispute resolution process pursuant to this Agreement.

7. TERMINATION

- A. This Agreement may be terminated by either Party, at any time, with good cause, upon thirty (30) days written notice one to the other.
- B. If either Party defaults in its performance, the non-defaulting Party shall promptly notify the other in writing. If the defaulting Party fails to cure a default within thirty (30) days after notification or if the default requires more than thirty (30) days to cure and the defaulting Party fails to commence to cure the default within thirty (30) days after notification, then that failure shall terminate this Agreement.
- C. At termination, whether mutually agreed to or as a result of the default of one or the other Party, the County shall pay all outstanding actual costs incurred by the SELPA up to the date of Termination of this Agreement.

8. DISPUTE RESOLUTION

If the Parties fail to mutually agree on any matters under this Agreement or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this Agreement, the Parties shall submit the matter to resolution in accordance with the following procedures:

- A. If there is a disagreement, dispute or alleged breach arising out of or in connection with this Agreement, the disputing party shall first provide a written statement to the other describing the general nature of the claim.
- B. The statement must indicate that it is the first statement of a formal dispute resolution process.
- C. The statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.
- D. Within ten (10) business days of the receipt of the statement, the respective Party Directors shall meet and confer in good faith to either: (1) Resolve the matter and set forth such resolution in writing; or, (2) Define the dispute in writing including a description of each Party's position, proposed resolution(s) and projects or task that would be affected.
- E. If the respective Party Directors fail to resolve the matter, within ten (10) business days of such failure to agree, at least one (1) representative from each Party shall meet and confer in good faith with a mutually agreed upon independent third party to attempt to further resolve the matter. The description of the dispute as written by respective Party Directors shall serve as the basis for further attempts at resolution.
- F. A resolution of the matter shall be memorialized in writing and incorporated into this Agreement.

9. INDEMNIFICATION

Each Party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent actor or omission or willful misconduct of such indemnifying Party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10. ENTIRE AGREEMENT

This Memorandum of Understanding constitutes the entire agreement between the Solano County Special Education Local Plan Area and the Solano County on behalf of its Department of Health and Social Services, California Children Services Program. There are no terms, conditions or obligations made or entered into by the Parties other than those contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.



ASSISTANT SUPERINTENDENT
SELPA



DIRECTOR OF HEALTH AND SOCIAL SERVICES
SOLANO COUNTY

APPROVED AS TO CONTENT AND FORM:



COUNTY COUNSEL

EXHIBIT A

SOLANO COUNTY SELPA and CCS (RELATING TO MTU-ELIGIBLE STUDENTS ONLY)

The following acronyms apply to this Exhibit:

ATP	Approved Therapy Plan
CCS	California Children Services
DHS	California Department of Health Services
H&SS	Solano County Health & Social Services Department
HIPAA	Health Information Portability and Accountability Act
IEP	Individualized Education Plan
LEA	Local Education Agency
MOU	Memorandum of Understanding
MTC	Medical Therapy Conference
MTP	Medical Therapy Program
MTU	Medical Therapy Unit
OT/PT	Occupational Therapist/Physical Therapist
SELPA	Special Education Local Plan Area

COUNTY CCS PROGRAM	LEA/SELPA
1. Administration	
<p>CCS will identify a MTP Liaison to coordinate services between the SELPA regarding services for children.</p> <p>The CCS Liaison and the SELPA Liaison will review the MOU annually, making modifications as necessary.</p> <p>When CCS regulations change or system updates occur, the CCS Liaison will notify the SELPA Liaison.</p> <p>At the beginning of the school year and on an as needed basis, CCS will provide the SELPA Liaison a list of students actively enrolled in the CCS program at T.C. McDaniel center who have current ROI's. ROI's will be obtained annually.</p> <p>Annually, by October, the CCS Liaison will provide SELPA with an organization chart and contact/phone list.</p>	<p>The SELPA shall identify a Liaison to the local CCS program to coordinate services between agencies and the SELPA Director.</p> <p>The SELPA Liaison and the CCS Liaison will review the MOU annually, making modifications as necessary.</p> <p>When changes occur in regulations relating to special education procedures, the SELPA Liaison will notify the CCS Liaison.</p> <p>Upon receipt of the annual CCS update, the SELPA Liaison will review the list for duplication of services, and will distribute the names to the appropriate LEA representatives.</p> <p>The SELPA Liaison will provide CCS with access to copies of the latest school directories on an annual basis.</p>
2. Referrals	
<p>CCS shall accept a complete SELPA referral from the SELPA Liaison of a pupil who may have or is suspected of</p>	<p>The LEA will refer pupils, birth to 21 years of age, who may have or are suspected of having a neuromuscular,</p>

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<p>having a neuromuscular, musculoskeletal or other physical impairment who may require medically necessary occupational or physical therapy.</p> <p>CCS will review the referral package. If incomplete, CCS will notify the LEA Liaison within five (5) days of making the determination.</p> <p>If the LEA referral is complete, CCS will, within five (5) days, notify the LEA and parent(s), and mail the parent(s) a CCS application. The parent(s) must return the application within fifty (50) days before the student's eligibility can be determined. NOTE: to-and-from mailing may take an additional ten (10) days.</p> <p>If the medical documentation does not describe a medically eligible condition, CCS will send a denial of eligibility letter to the parents within ten (10) days of the medical determination.</p> <p>Once found eligible and seen by the MTU clinic conference team, and after a prescription authorizing services is written, and after CCS has obtained a HIPAA release from the parent/guardian(s), a copy of the prescription will be sent to the SELPA Liaison for distribution to the student's educational team. Since report completion dates vary, a copy of the clinic prescription will be provided within ten (10) working days of the clinic. The exception is the HMO may take 10 working days in which case it may take longer than 10 days.</p>	<p>musculoskeletal or other physical impairment and require medically necessary occupational therapy or physical therapy.</p> <p>The LEA will provide supporting medical information, signed parent/legal guardian consent to exchange information between agencies and a completed CCS application.</p> <p>Should CCS determine that a student does not qualify for services, based on eligibility guidelines, it is the responsibility of the IEP team to update the student's IEP with this information at the next scheduled program review.</p>
3. Assessment	
<p>Following CCS assessment timelines, the MTP Liaison will forward a copy of the therapy prescription to the LEA and parent.</p>	<p>The LEA will share educational assessment with the designated CCS personnel.</p>
4. Provision of Service	
<p>The CCS program will give the LEA at least ten (10) days prior notice of a student's scheduled MTC.</p> <p>Should CCS anticipate a possible initiation or change in a pupil's approved therapy plan, CCS shall notice the LEA prior to the MTC when that determination shall take place.</p> <p>Medical therapy services must be provided by or under the supervision of a licensed occupation therapist or licensed physical therapist in accordance with CCS regulations and requirements.</p>	<p>The LEA shall provide ten (10) days notice to the CCS program of all IEP team meetings for those students eligible for the MTP.</p> <p>The LEA may send an education representative, with parent consent, to the MTC for the purpose of sharing information. The LEA shall notify the Liaison in advance if a staff member will be attending.</p> <p>The LEA will provide designated instruction and services, including educationally based occupational and physical</p>

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<p>CCS will provide therapy services as stated in the CCS-approved Therapy Plan (prescription). Therapy plans for direct OT/PT services are written for six months. Monitor plans are written for one (1) year. CCS will initiate therapy services within thirty (30) days of the determination of eligibility.</p> <p>Determination of therapy services is based on medical decisions. These decisions are made at the MTU Clinic with parent/caregiver participation. Parents are given prior notice to attend. The LEA will be notified of upcoming MTU Clinic appointments.</p> <p>If the CCS Program is unable to provide the medical therapy services prescribed in the CCS ATP developed by the MTP physician, which includes functional goals, objectives, frequency and duration of therapy services, and CCS has been unable to vendor the service to an agency, CCS will notify LEA/SELPA within five (5) working days of that determination.</p> <p>Should the SELPA be required to provide the service noted in the ATP, the following criteria need be met for CCS to process any future billing:</p> <ul style="list-style-type: none"> - Therapy must be provided by a licensed, CCS paneled physical or occupational therapist - Should a SELPA-provided therapist not be CCS paneled, then a therapist provided by CCS must be assigned to write a therapy plan to be implemented, and to provide evaluation and oversight of the therapy plan. - When given ten (10) days notice at the CCS admin office of an upcoming IEP for a student receiving CCS-authorized PT/OT, a CCS representative will attend the IEP meeting to represent CCS or be available by phone. <p>Should a CCS-client be in danger of losing access to said program, due to missed clinics/or/therapy sessions, the CCS admin office will notify the SELPA liason prior to the termination of service.</p>	<p>therapy.</p> <p>When CCS has notified the LEA that CCS is unable to provide their services, the LEA shall provide the medically necessary services identified in the CCS approved Medical Therapy Plan and contained in the IEP, and will notify CCS when this occurs.</p> <ul style="list-style-type: none"> - SELPA must maintain copies of current licenses of employees/contractors providing CCS-authorized PT and OT services. - LEA will ensure that PT and OT treatment services are 1) provided in adequate space that allows for privacy for the child and 2) use the equipment necessary for provision of medically necessary PT and OT services as prescribed in the ATP. (Services may include therapy treatment services, instruction and monitoring of home programs and classroom therapy activities.) <p>The CCS approved therapy plan must be included in the IEP authorizing SELPA-provided medical therapy. A copy of this IEP shall be provided to CCS for its on-going student records.</p> <p>LEA shall notify the MTP of the date and time of any IEP meeting for a child receiving services from the LEA/SELPA on behalf of CCS so the MTP staff may represent CCS at the meeting. The LEA/SELPA therapy provider shall not represent CCS at any IEP meeting.</p> <p>When notified by CCS that a student is in risk of losing the services, due to missed clinic or therapy appointments, the SELPA liaison will contact appropriate school personnel to contact the parent/guardian about the potential cessation of services, and the impact on the educational program.</p>
<p>5. Individualized Education Program</p>	
<p>CCS shall give the LEA and the parent at least ten (10) days notice when a change in the CCS Medical Therapy Program services may necessitate a change in the IEP. Changes in medical therapy services will begin as soon as the MTU physician changes a student's prescription.</p> <p>CCS shall participate in the IEP when requested to attend</p>	<p>The LEA shall coordinate the time and place of the IEP with CCS when requesting the attendance of the service provider.</p> <p>The LEA shall provide CCS ten (10) days notice of an IEP meeting for MTP students.</p>

COUNTY CCS PROGRAM	LEA/SELPA
<p>through actual attendance, availability by phone, or by providing written input.</p> <p>CCS shall provide to the IEP team a copy of the Approved Medical Therapy Plan that includes recommended goals and frequency/duration of services, to be attached to the IEP. These goals are included in the IEP when the team determines that the medically necessary therapy is necessary for the child to benefit from special education.</p>	<p>The IEP shall be convened by the LEA to review all assessments, request additional assessments if need, determine needs of student and consider services necessary to allow the student to benefit from a special education program. The LEA will not write in frequency and duration of services without prior consultation with the CCS representative.</p>
6. Collaboration Shared Resources	
<p>There will be ongoing collaboration/communication regarding any services, assistive technology needs, assessments, and/or consultation requirements for children referred to CCS.</p> <p>CCS will cooperate in efforts to seek additional outside resources to support assessments, where appropriate.</p> <p>The SELPA/LEA Liaison shall work together with the MTP Liaison to plan in-service opportunities in the areas of referral, IEP process, eligibility and provision of medically necessary services.</p>	<p>There will be ongoing collaboration/communication regarding any services, assistive technology needs, assessments, etc. for children referred to CCS.</p> <p>The SELPA/LEA will cooperate in efforts to seek additional outside resources to support assessments, where appropriate.</p> <p>The SELPA will invite CCS staff to any planned staff development activities.</p>
7. Interagency Problem Resolution	
<p>The MTP staff shall participate with the LEA staff in local dispute resolution meetings, at which time there will be discussion to resolve differences in the provision of medically necessary therapy services. Informal mediation shall occur using the following hierarchy of service representatives:</p> <ul style="list-style-type: none"> • LEA representative with CCS provider • SELPA Liaison with CCS Liaison • SELPA Director with HSS Director <p>If the problem cannot be resolved locally, the issue shall be referred to the appropriate CMS Regional office, and only as a last resort to the Chief, CMS Branch.</p>	<p>The LEA staff shall participate with the MTP staff in local dispute resolution meetings, at which time there will be discussion to resolve differences in the provision of medically necessary therapy services. Informal mediation shall occur using the following hierarchy of service representatives:</p> <ul style="list-style-type: none"> • LEA representative with CCS Provider • SELPA Liaison with CCS Liaison • SELPA Director with DHS Director <p>If the problem cannot be resolved locally, the issue shall be referred to the California Department of Education, as per Government Code section 7585 (a).</p>
8. Transportation	
<p>The CCS program is not responsible for transporting students eligible for the MTP to the therapy unit.</p>	<p>The LEA will provide transportation to the MTU or therapy satellite when requested by the parent and noted on the IEP. After the IEP meeting, if transportation services have been identified, the Administrative Designee will contact the LEA Transportation Office and arrange for the service.</p>

COUNTY CCS PROGRAM	LEA/SELPA
9. Space, Equipment and Supplies	
<p>CCS shall provide to the SELPA on an annual basis, no later than February 1, a list of the estimated cost of therapy equipment and supplies necessary to support and maintain the function of the MTU and therapy satellites. If no such communication occurs, the SELPA will allocate zero dollars (\$0) for this purpose.</p> <p>Annual cost for equipment and supplies shall not exceed one thousand dollars (\$1,000). If CCS anticipates the need for increased costs, based on replacement of critical equipment, they will notify the SELPA Fiscal Coordinator no later than December 30th for the following school-year.</p> <p>The MTU Staff shall keep a running inventory of items ordered through the SELPA Office. When ordering supplies, the order will be submitted in printed format, and will include pages from the referenced catalogues, to facilitate the ordering process.</p> <p>CCS shall provide the MTU and therapy satellite with any necessary medical supplies to deliver individual treatment of MTP eligible students or when the equipment is to become the property of the student.</p> <p>The MTP shall identify to the LEA the number of hours that the MTU must be reserved for exclusive CCS use, based on the number of hours of prescribed treatment and the space necessary to provide the medically necessary therapy services. "Exclusive CCS use" refers to the direct provision of OT/PT services, or clinic use, but not to generalized record keeping or clerical office time.</p> <p>The MTP shall work with the SELPA/LEA staff to plan for the joint utilization of the MTU or therapy satellite space when it is not in use by the MTP staff for direct therapy purposes.</p>	<p>The Solano SELPA is the LEA fiscally responsible for provision of supplies and equipment necessary to support and maintain the function of the MTU and therapy satellite.</p> <p>CCS will be notified when all ordered materials have been received at the SELPA. CCS will arrange to pick up all materials and distribute them to their sites.</p> <p>The LEA provides necessary facility maintenance for the MTU site. This site must be available on a twelve month basis.</p> <p>The LEA shall work with the MTP Liaison to identify time when other district therapy providers may access the MTU or satellite site.</p>
10. Fiscal Responsibilities	
<p>CCS will reimburse the LEA for the provision of medically necessary therapy services that CCS is unable to provide in a timely manner. This service shall have been prescribed by the MTU physician and authorized by the CCS administrator prior to beginning services. All costs associated with the provision of medically necessary therapy services shall be paid to the SELPA by CCS/Solano County.</p> <p>CCS will submit said invoice to ACCOUNTS PAYABLE</p>	<p>With prior notice, the LEA will submit a bill to CCS for medically necessary therapy services identified on an IEP that CCS has been unable to provide due to staff shortages.</p> <p>The LEA will submit the following documentation for invoicing on a monthly basis, within twenty (20) working days following the last working day of the calendar month:</p> <ul style="list-style-type: none"> • Number and dates of individual session, including necessary make-up sessions

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<p>within ten (10) days of receipt of all necessary paperwork.</p>	<ul style="list-style-type: none"> • Response to treatment and functional levels <p>At least quarterly, the provider will submit to CCS a brief report detailing the following:</p> <ul style="list-style-type: none"> • Achievement of functional levels • Benefits of therapy • Recommendations for ongoing treatment • Requests for additional medically necessary equipment, as appropriate. <p>The invoices must be submitted to the CCS program administrator for processing within ten (10) working days following the last working day of the calendar month.</p>

HIPAA COMPLIANCE
<p>Each party agrees, to the extent required by 42 USC 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity each party performs on behalf of the other, to the extent either party would be required to comply with such requirements.</p> <p>More specifically, the parties will not use or disclose confidential information other than as permitted or required by this contract and will notify the other party of any discovered instances of breaches of confidentiality.</p> <p>Without limiting the rights and remedies of the parties elsewhere as set forth in this agreement, either party may terminate this agreement without penalty or recourse if determined that the other party violated a material term of the provisions of this section.</p> <p>Each party ensures that any subcontractors' agents receiving health information related to this contract agree to the same restrictions and conditions that apply to the parties with respect to such information.</p>