



LOCAL INTERAGENCY AGREEMENT

1) PURPOSE

The purpose of this interagency agreement ("Agreement") between the CCS county MTP and the LEA and SELPA (collectively, the "Parties") is to facilitate the provision of medically necessary and educationally necessary occupational and physical therapy services, as required under Title 2 of the California Code of Regulations (2 CCR) section 60310 et.seq., and Title 34 of the Code of Federal Regulations (34 CFR) section 300.154, respectively, and which are incorporated by reference into this agreement

2) ACRONYMS

The following acronyms shall apply to this agreement:

CCS	California Children's Services
CDE	California Department of Education
DHCS	California Department of Health Care Services
HIPAA	Health Information Portability and Accountability Act
FAPE	Free and Appropriate Public Education
IEP	Individualized Education Program
LEA	Local Education Agency
MTC	Medical Therapy Conference
MTP	Medical Therapy Program
MTU	Medical Therapy Unit
OT/PT	Occupational Therapy/Physical Therapy
ROI	Release of Information
SELPA	Special Education Local Plan Area



3) DEFINITIONS

- a) The definitions contained in 2 CCR section 60300 are incorporated herein by reference.
- b) “Overlapping services” means therapy services that, upon assessment by both the CCS county MTP and the qualified education representative at the SELPA or LEA level, have been found to be both medically necessary (by CCS) and necessary for the pupil to benefit from their IEP (by the qualified education representative).
- c) The term “pupil” and “client” shall be used interchangeably within this document as it applies to the educational needs and/or medical needs of the individuals pertaining to the coordination between the entities listed in this agreement.

4) SELPA and LEA DUTIES

- a) Referrals, assessments & initial IEP team meeting
 - i) Pupils referred to the LEA for assessment of fine and/or gross motor/physical skills shall be considered for assessment by the LEA and/or CCS county MTP, if CCS deems the assessment medically necessary.
 - ii) The LEA will refer pupils, birth to 21 years of age, to CCS who may have or are suspected of having a CCS MTP-eligible condition that may require medically necessary OT and/or PT.
 - iii) The LEA referral to CCS shall include the pupil’s medical diagnosis, current medical records, parental or legal guardian permission for ROI between agencies, and a signed application for the CCS program if the pupil is unknown to CCS.
 - iv) The LEA shall schedule an IEP meeting to be held within 50 days from the date parental or legal guardian consent to the therapy assessment is obtained by CCS.



- v) The LEA is responsible for assessing for any special education/unique educational needs.
- vi) Prior to any IEP meeting discussing CCS services related to the IEP, the LEA shall provide at least a 10-day notice of the IEP meeting to CCS for a pupil served by the CCS MTP.
- vii) A designated service, instruction, or related service shall only be added to the pupil's IEP by the IEP team if the IEP team determines that it is necessary to enable the pupil to benefit from the special education program.
- viii) The CCS Therapy Plan will be included in the pupil's IEP only when a qualified education representative has concurrently performed an assessment and determined that the medically necessary therapy services provided by CCS will also provide benefit to the pupil's special education program.
- ix) The LEA shall provide a copy, with a ROI signed by the parent or legal guardian, of the IEP to CCS whenever therapy services, as stated in the proposed/approved CCS Therapy Plan, and/or transportation to the therapy site, are included in the IEP.
- x) OT/PT that is not deemed to be medically necessary by CCS, but the IEP team determines is necessary to enable a pupil to benefit from special education, shall be provided by the LEA.
- xi) If the LEA determines that a referral to CCS (to address fine and/or gross motor/physical skills for medically necessary reasons) is not appropriate, the LEA shall propose an assessment plan to the parent or legal guardian to assess these skills in relation to the pupil's unique educational needs.
- xii) Both agencies agree to comply with section 4(a) of this IAA when and if the student's medically necessary therapy needs are determined to be part of the student's IEP, per the qualified education representative as stated in Section 4(a.viii)



- b) IEP participation and procedures
- i) The LEA shall provide at least a 10-day notice to CCS prior to every IEP team meeting where CCS IEP services will be discussed for a pupil served by the CCS MTP. The LEA shall coordinate with CCS and the parent or legal guardian, within any applicable timelines, regarding the time and place of the IEP meetings. at which medical therapy services included in a pupil's IEP will be discussed.
 - ii) The LEA shall convene the IEP team meeting within 30 days upon receipt of notice from CCS of a decision to increase services, decrease services, change the type of intervention, or discontinue services for a pupil receiving medical therapy services when these services are listed as an included IEP service, or when there is an annual review or reevaluation review, or a review requested by the parent, legal guardian, or other authorized person.
 - iii) The LEA shall convene the IEP team to review all assessments, request additional assessments if needed, determine whether fine or gross motor or physical needs exist, and consider designated services, instruction, or related services that are necessary to enable the pupil to benefit from the special education program.
 - iv) When the IEP team determines that OT or PT services are necessary for the pupil to benefit from the special education program, goals and objectives relating to the activities identified in the assessment reports shall be written into the IEP and provided by personnel qualified pursuant to the California Code of Regulations, Title 5, Section 3051.6.
 - v) The IEP team will make efforts to specify a time during the IEP meeting when MTP services will be discussed in order to minimize the time that the therapist(s) will not be available for treatment services at the MTU or MTU satellite.



- vi) The LEA shall provide a copy, with a ROI signed by the parent or legal guardian, of the updated IEP to CCS any time the therapy services in the IEP of a pupil, who is in the CCS medical therapy program is amended. This includes changes made by CCS to the CCS Therapy Plan for services in the IEP or by the qualified education representative to the overlapping therapy services in the IEP.
- vii) Both agencies agree to comply with section 4(b) of this IAA when and if the student's medically necessary therapy needs are determined to be part of the student's IEP, per the qualified education representative as stated in Section 4(a.viii)
- c) Medical Therapy Conference (MTC)
 - i) A LEA representative may, with either the written consent of the parent or legal guardian or signed ROI, participate in the MTC for the purpose of coordination with medical services. The MTC staff shall provide reasonable notice to LEA staff prior to every MTC conference meeting for a pupil served by the CCS county MTP.
 - ii) Both agencies agree to comply with section 4(c) of this IAA when and if the student's medically necessary therapy needs are determined to be part of the student's IEP, per the qualified education representative as stated in Section 4(a.viii)
- d) Facility needs
 - i) The LEA/SELPA shall provide the necessary space and equipment for the provision of CCS MTP occupational therapy and physical therapy in the most efficient and effective manner.
 - ii) The MTU shall have the necessary space and equipment to accommodate the following functions: administration, medical therapy conference, comprehensive evaluation, private treatment, activities of daily living, storage, and modification of equipment. The specific space and equipment requirements are dependent upon



local needs as determined by joint agreement of state CCS, county CCS, and LEAs, and approved by both the CDE and the DHCS.

- iii) The LEA shall be responsible for the day-to-day maintenance of the MTU physical plant. Maintenance includes, but is not limited to, structural repairs, custodial and housekeeping services, replacement of broken items, and replacement of consumed items.
 - iv) All new construction, relocation, remodeling, or modification of medical therapy units and medical therapy unit satellites shall be mutually planned and approved by the CDE and the DHCS.
 - v) The LEA/SELPA will work with the CCS county MTP to determine the need for and location of MTUs or MTU satellites, or other off-site facilities authorized by DHCS and the CDE.
 - vi) The LEA/SELPA shall identify the LEA(s) fiscally responsible for the provision, maintenance, and operation of the facilities housing the medical therapy unit or medical therapy unit satellite during the CCS workday on a twelve-month basis. There may be more than one LEA with students receiving services at the MTU or MTU satellite, and each LEA shall support the MTU or MTU satellite based on the percentage of students served, as determined by the SELPA allocation plan.
 - vii) The LEA/SELPA will identify the process for a change in the LEA with fiscal/administrative responsibility for the provision and maintenance of necessary space, supplies, and equipment.
 - viii) The space and equipment of the medical therapy unit and medical therapy unit satellites shall be for the exclusive use of CCS staff when they are on site.
 - ix) The LEA/SELPA shall coordinate with the CCS staff for other use of the space and equipment when the CCS staff is not present.
- e) Equipment and supplies



- i) The LEA shall provide the necessary space and equipment for the provision of OT/PT in the most efficient and effective manner.
 - ii) The LEA/SELPA shall identify the LEA having the fiscal/administrative responsibility for the provision and maintenance of necessary equipment and supplies.
 - iii) The LEA/SELPA shall identify the process for a change in the LEA with fiscal/administrative responsibility for the provision and maintenance of necessary equipment and supplies.
 - iv) The LEA/SELPA must receive, on an annual basis, the MTP list of necessary equipment and supplies for the school year within the defined budget no later than the date mutually agreed upon by the LEA and the respective MTU.
- f) Transportation
 - i) The LEA shall communicate with CCS to ensure transportation is discussed in the IEP meeting for students receiving CCS services as a designated service, instruction, or related service on their IEP.
- g) Provision of services
 - i) When medically necessary service provided by CCS is on the IEP and CCS determines there will be a change in the level of service that is medically necessary, CCS will notify the IEP team and parent within 5 business days of the decision to schedule an IEP meeting. The IEP team will consider if that service is educationally necessary for the student to receive FAPE. The LEA will assume responsibility for the provision of any services CCS no longer deems medically necessary if the IEP team determines the services are still required to ensure the pupil receives a FAPE.
 - ii) When the CCS county MTP Liaison has notified the LEA that it is unable to provide medically necessary OT and/or PT services as stated in the approved CCS Therapy Plan and contained in the IEP related to goals and services, and it has been unable to vendor the



service to an appropriate agency (paneled provider), the LEA shall provide the medically-necessary OT and/or PT services as soon as possible and shall notify the county MTP Liaison of the start of LEA-provided services. The LEA providing or contracting with a vendor to provide the service is authorized to claim reimbursement for the services from CCS.

- iii) To claim reimbursement for the cost of providing the medically necessary OT and/or PT services as stated in the approved CCS Therapy Plan, the LEA or SELPA will:
 - A) Notify the MTP liaison in writing of its intent to request reimbursement, stating the time period (start and end dates) of the requested reimbursement and the total amount requested for reimbursement for that time period.
 - B) The LEA or SELPA will provide the invoice(s) and/or contract for services with a vendor evidencing the cost for the provision of services and service log(s) or invoice(s) demonstrating the completion of service hours for the relevant time period of the requested reimbursement. In the event that the LEA uses school personnel to provide said services, the LEA will provide evidence of the employee's rate of pay and a service log demonstrating the provision of services.
- iv) Disputes between the CCS county MTP and LEA/SELPA that cannot be resolved informally regarding reimbursement pursuant to this Section will be resolved utilizing the mediation and complaint process and procedures of the Office of Administrative Hearings.
- h) Exchange of information

Exchange of information, both verbal and written, shall only be provided with written consent of the pupil's parent or legal guardian.
- i) Staff development



The LEA/SELPA Liaison shall plan joint staff development activities in conjunction with the CCS MTP LEA liaison.

5) COUNTY CALIFORNIA CHILDREN'S SERVICES MEDICAL THERAPY PROGRAM DUTIES

- a) Referrals, assessments & initial IEP team meeting
 - i) Upon receipt of a client referral from the LEA, the county MTP shall:
 - A) Evaluate the applicant's medical eligibility for MTP services under the California Code of Regulations, title 22, section 41517.5 MTP medical eligibility regulations.
 - B) Notify the client's parent or legal guardian and LEA within 15 days of the receipt of the referral if medical eligibility cannot be determined by the submitted medical records.
 - C) If medical eligibility cannot be determined by medical records submitted by the LEA, the county MTP may request additional information from the LEA or seek an assessment from a CCS-paneled physician.
 - D) If county MTP finds that the client is medically ineligible for MTP services, the county shall notify the client's LEA and parent or legal guardian in accordance with section b.iii. below.
 - E) If the county MTP finds that the client is medically eligible for MTP services, the county MTP shall obtain written consent from the client's parent or legal guardian to perform an assessment and provide the parent or legal guardian a copy of the assessment plan. The county MTP shall also obtain a ROI from the parent or legal guardian. The county MTP shall provide a copy of the parent or legal guardian's written consent to the LEA.
 - F) A MTP therapist performs the assessment and develops a proposed CCS Therapy Plan based on assessment findings.



The MTP therapist reviews the assessment findings and proposed CCS Therapy Plan with the client's parent or legal guardian. This proposed therapy plan shall be implemented not more than 45 days following the evaluation and construction of the CCS Therapy Plan when physician prescription is signed and on file, per MTP guidelines.

- ii) The proposed CCS Therapy Plan shall include:
 - A) The client's present level of functional performance;
 - B) The proposed functional goals to achieve a measurable change in function or recommendations for services to prevent loss of present function and documentation of progress to date;
 - C) Recommended medically necessary OT/PT services (i.e., treatment, consultation, or monitoring);
 - D) The proposed initiation, frequency, and duration of the services; and
 - E) The proposed date of medical re-evaluation for therapy-related needs.
- iii) The county MTP shall schedule a MTC upon determination that a client is medically eligible to participate in MTP services, and upon completion of a CCS Therapy Plan by the evaluating MTP therapist.
- iv) The county MTP may, instead of utilizing MTC services, approve the client to receive medical case management from a private CCS paneled physician, or CCS Special Care Center team.
- v) The MTC physician, private CCS paneled physician, or Special Care Center team physician will, with assistance from the evaluating MTP therapist, approve or modify the CCS Therapy Plan, based on the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) medical necessity standard.



- vi) MTP services in a MTU or MTU satellite shall be provided by or under the supervision of a licensed occupational therapist or physical therapist.
 - vii) If the county MTP, or its delegees or representatives, determines that a client does not have an MTP-eligible medical condition, or that MTP services are not medically necessary under the EPSDT medical necessity standard, the county shall send a notice of action to the client's parent or legal guardian and the LEA within five (5) business days explaining the reasons for this determination. The county MTP shall also send the parent or legal guardian and the LEA a copy of the assessment report, if applicable.
- b) IEP participation and procedures
- i) The county MTP shall participate in initial IEP team meetings as requested by LEA in accordance with Government Code section 7572(d). The county MTP shall coordinate with the LEA regarding the time and place of any IEP meeting that the county MTP will attend.
 - ii) The county MTP shall provide at least a 10-day notice to the LEA and the parent or legal guardian of any impending changes in medically necessary MTP services that may require a change in the IEP.
 - iii) The county MTP shall send notice to the IEP team and the client's parent or legal guardian within five (5) business days of the county's determination to change any MTP services that are included as designated services, instruction, or related services in the IEP.
 - iv) The county MTP shall participate in the IEP meeting convened by the LEA in response to the county's determination to change any MTP services.
 - v) The county MTP shall provide the LEA and the parent or legal guardian a copy of the client's previously approved CCS Therapy Plan or a proposed CCS Therapy Plan prior to any scheduled IEP meeting, as requested.
- c) Medical Therapy Conference (MTC)



- i) The MTC team shall meet to review a client's CCS Therapy Plan to ensure the inclusion of measurable functional goals and objectives for MTP services, including activities that can be performed by the family as part of a home program. Families may share these activities with other service support personnel such as LEA staff, daycare providers, etc.
 - ii) Each MTC includes a managing physician who is responsible for overall medical case management of the client's MTP rehabilitation needs. The managing physician shall approve services based on the EPSDT medical necessity standard.
- d) Facility needs
 - i) The county MTP will collaborate with the LEA/SELPA to identify appropriate sites to serve as MTUs or MTU satellites. Any proposed construction, relocation, remodeling, or modification of a MTU or MTU satellite remains subject to approval and shall be mutually planned and approved by the county MTP, DHCS, SELPA/LEA, and CDE.
 - ii) The county MTP shall collaborate with the LEA/SELPA to identify and plan for day-to-day maintenance and housekeeping for MTUs and MTU satellites. The county MTP shall notify any maintenance and housekeeping needs outside of day-to-day maintenance and housekeeping to the LEA as soon as practicable.
 - iii) The county MTP will prepare an annual budget for MTU equipment and supplies and provide this budget to the LEA(s) for approval by the SELPA that have been given the responsibility to support the MTU and any MTU satellites.
 - iv) The MTU and MTU satellite space shall be for the exclusive use of MTP staff during hours when they are on site.
 - v) The county MTP shall coordinate with the LEA/SELPA staff for other uses of the MTU or MTU satellite space when it is not in use by the CCS county MTP staff.
- e) Equipment and supplies
 - i) The county MTP shall provide to the LEA, on an annual basis, the estimated cost of equipment and supplies for the provision of MTP



services at the MTU and MTU satellite(s) no later than the date mutually agreed upon by the LEA and the respective MTU.

- ii) The county MTP shall provide the MTU and MTU satellite(s) with the necessary supplies for MTP administrative and case management activities.
 - iii) The county MTP shall provide the MTU and MTU satellite(s) with the necessary medical supplies to deliver MTC services.
 - iv) The county MTP is responsible to provide an assessment and/or authorization, where appropriate, for any equipment that will become the personal property of the client.
 - v) The county MTP shall send to the LEA/SELPA, at least annually, a list of necessary equipment and supplies no later than the date mutually agreed upon by the LEA and the respective MTU.
- f) Transportation
- i) Pursuant to section 123840(j) of the Health and Safety Code, CCS county MTP shall be responsible for transportation costs to and from MTUs and MTU satellites for clients to receive medically necessary services, when unavailable through their Managed Care Plan (MCP). The CCS county MTP program shall authorize transportation services in accordance with CCS Numbered Letter 03-0810 (or any NL superseding this NL) once efforts to seek reimbursement or coverage of transportation by the client's MCP have been exhausted.
- g) Provision of services
- i) The county MTP will provide medically necessary PT and OT services for clients once those services are approved by the CCS paneled physician.
 - ii) When the county MTP has determined that the level of OT and/or PT services will change based on the determination of medical necessity, and the service is included in the IEP as a related service, the county MTP shall notify the IEP team and parent in writing within five (5) business days of the decision which overlapping services are no longer medically necessary.



- iii) If the county MTP is unable to provide the medically necessary therapy services and needs to hire the LEA as a vendor for the service, the county MTP shall be financially responsible for the LEA's provision of such services. CCS must reimburse the LEA in full for the cost of providing the medically necessary OT and/or PT services as stated in the approved CCS Therapy Plan and contained in the IEP.
- iv) Following a request for reimbursement for the provision of medically necessary OT and/or PT services as stated in the approved CCS Therapy Plan and contained in the IEP, the county MTP shall provide the reimbursement within 30 days of receipt of the request for reimbursement from the LEA/SELPA.
- v) If the county MTP becomes able to resume the provision of medically necessary OT and/or PT services for the client as stated in the approved CCS Therapy Plan and contained in the IEP, it shall notify the LEA/SELPA liaison. CCS and the LEA/SELPA will coordinate the transition of the provision of services to CCS while minimizing interference in any existing contract or agreement for services entered into by the LEA or SELPA to perform said services. The LEA and SELPA will not be required to breach any existing contract or agreement for the provision of medically necessary OT or PT services entered into due to CCS's county MTP's notification of its inability to provide the requisite services.

6) IDENTIFICATION OF LIAISON

The Parties shall each identify a liaison to serve as a primary contact for matters pertaining to this Agreement.

7) EXCHANGE OF INFORMATION

Any exchange of information, both verbal and written, shall only be provided with the written informed consent of the pupil's parent or legal guardian.

8) STAFF DEVELOPMENT

The Parties shall collaborate to plan joint staff development activities.

9) AGREEMENT DURATION, REVIEW OF INTERAGENCY AGREEMENT



This Agreement shall continue indefinitely until amended or canceled by the Parties. The Parties shall meet annually to discuss this Agreement, including making amendments as necessary.

10) AMENDMENT OR CANCELLATION

Either Party may request an amendment of this Agreement by submitting a written request to the other Party. This Agreement can only be amended by mutual consent of both Parties.

This Agreement can only be canceled by written consent from both Parties, DHCS and the CDE.

11) DISPUTE RESOLUTION

The Parties shall meet to discuss and resolve all disputes informally. In cases where a dispute cannot be resolved informally, the Parties shall adhere to the dispute resolution process provided in California Government Code section 7585.

12) ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF San Bernardino

Chief Executive Officer, Desert/Mountain SELPA Date

Chief Administrative Officer, East Valley SELPA Date

Chief Administrative Officer, West End SELPA Date

SELPA Director, Fontana Unified School District Date

SELPA Director, Morongo Unified School District Date

SELPA Director, San Bernardino City Unified School District Date

Chief Business Official, Ontario-Montclair School District Date

Joshua Dugas

Director, Department of Public Health Date

Jennifer St.Antoine

County CCS Administrator Date