

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



467

FROM: Riverside County Department of Mental Health

SUBMITTAL DATE:

SUBJECT: Ratify the Master Contract between the Riverside County Special Education Local Plan Area's (SELPAs) on behalf of the Local Education Agencies (LEAs); and the Master Contract between Riverside Unified School District SELPA, Corona/Norco Unified School District SELPA, and the Moreno Valley Unified School District SELPA.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify the Special Education Local Plan Areas (SELPAs) Master Contract between the Riverside County Department of Mental Health (RCDMH) and Riverside County SELPA, Riverside Unified School District SELPA, Corona/Norco Unified School District SELPA, and the Moreno Valley Unified School District SELPA for FY 2012/2013;
2. Authorize the Riverside County Chairman of the Board of Supervisors to sign all the aforementioned Master Contracts;
3. Authorize the Riverside County Department of Mental Health Director to administer the Terms and Conditions of all the Master Contracts; and
4. Authorize the Riverside County Purchasing Agent to sign ministerial amendments, and to annually renew the SELPAs Master Contracts through June 30, 2016.

BACKGROUND: Pursuant to the State of California Government Code Chapter 26.5, the County Mental Health Departments were historically mandated to provide educationally-related mental health services directly to students or consumers of these local departments. **(continued on page 2)**

FORM APPROVED COUNTY COUNSEL
BY: *Debra Cournoyer* 10-24-12
DATE: _____
Department: ELLEN/Mr. BOEVA

JW:KJA

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

| | | | | |
|-----------------------|-------------------------------|------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 0 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2012/2013 |

| | |
|------------------------------------|---|
| SOURCE OF FUNDS: 100% SELPA | Positions To Be Deleted Per A-30 |
| APPROVE | <input type="checkbox"/> |
| | Requires 4/5 Vote |
| | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

Debra Cournoyer
BY: _____
Debra Cournoyer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dep't Recomm: _____
Per Exec. Ofc: _____

Prev. Agn. Ref.: _____ **District:** All **Agenda Number:** _____

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.42

SUBJECT: Approve the Master Contract between the Riverside County Special Education Local Plan Area's (SELPAs) on behalf of the Local Education Agencies (LEAs); and the Master Contract between Riverside Unified School District SELPA, Corona/Norco Unified School District SELPA, and the Moreno Valley Unified School District SELPA.

BACKGROUND: (Cont'd)

However, the State Legislature, in the Budget Act for FY 2011/2012, repealed Assembly Bill 3632 and California Government Code Chapter 26.5, thereby shifting the responsibility of providing educationally-related mental health services to students with disabilities to local education agencies. While under the previous State mandate, county mental health departments had access to Federal Individuals with Disabilities Act (IDEA) funding set aside for this purpose, as well as, a state budget allocation.

Now that this mandate has been overturned, the district SELPAs, LEAs and the RCDMH are entering into these Master Contracts for the purpose of providing educationally-related mental health services to the District SELPAs and the LEAs. Under the provisions of the Master Contracts, the SELPAs or LEAs agree to pay the RCDMH for educationally-related services approved and authorized by the SELPA or LEA representative. Such approval may be included in referrals for evaluation to determine eligibility/need for RCDMH services. Therefore, the RCDMH is requesting that the Riverside County Board of Supervisors approve and sign the SELPAs Master Contracts between RCDMH and SELPAs/LEAs; and subsequently authorize the Purchasing Agent to sign amendments, and/or renew the Master Contracts on behalf of the RCDMH.

PERIOD OF PERFORMANCE:

The period of performance for all the SELPAs Master Contracts is for July 1, 2012 to June 30, 2013. These Master Contracts include contingencies and parameters that allows for the modification and termination of these agreements if funds are no longer available to provide services. These Master contracts may also be renewable annually by the Riverside County Purchasing Agent through June 30, 2016.

FINANCIAL IMPACT:

This is a fee for service based agreement. RCDMH Children's Services shall be compensated in accordance with a predetermined negotiated rate, as outlined in Exhibit B of the Master Contracts. No additional County funds are required.

JUSTIFICATION FOR DELAY:

The RCDMH and SELPAs finalized their contract negotiations in mid-September 2012 for the new Master Contracts; and the contracts are now ready for Board approval.

**RIVERSIDE UNIFIED SCHOOL DISTRICT
P.O. Box 2800
Riverside, CA 92516**

**Riverside Unified School District
Special Education Local Plan Area
(SELPA)**

Master Contract

2012-2013

Riverside County Department of Mental Health

Type of Contract:

Master Contract for fiscal year with Individual Service Agreement (ISA) forms to be approved throughout the term of this contract.

Amended Master Contract for fiscal year.

Date Initiated by SELPA: _____

Date Signed by Contractor: _____

Date Received by SELPA: _____

Expiration Date: _____

**RIVERSIDE UNIFIED SCHOOL DISTRICT
Master Contract Agreement
2012-2013**

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2012-2013

CONTRACT NUMBER:

**RIVERSIDE UNIFIED SCHOOL DISTRICT
PO Box 2800
Riverside, CA 92516**

CONTRACT YEAR 2012-2013

**GENERAL AGREEMENT FOR RIVERSIDE COUNTY,
DEPARTMENT OF MENTAL HEALTH**

GENERAL PROVISIONS FOR ADMINISTRATION OF CONTRACT

1. Parties to Agreement

This Master Contract is an agreement ("Agreement") made and entered into between the Riverside Unified School District Special Education Local Plan Area (SELPA) and the Riverside County Department of Mental Health (RCDMH), also referred to as "CONTRACTOR," to facilitate the provision of educationally-related mental health services for students residing within its jurisdictional boundaries.

WHEREAS, the State Legislature, in the Budget Act for 2011-12, repealed Assembly Bill 3632 and related Government Code Sections, thereby shifting the responsibility to provide educationally-based mental health related services to students with disabilities to education; and

WHEREAS, the State Legislature, in the Budget Act for 2011-12, re-benched the Proposition 98 guarantee to fund mental health services that were previously provided by RCDMH per the AB 3632 mandate; and

WHEREAS, the State Legislature, in the Budget Act, provides federal Individuals with Disabilities Education Act (IDEA) local assistance funding to SELPAs for the provision of educationally-related mental health services that are provided to students with disabilities as determined by an individualized education program (IEP); and

WHEREAS, the Parties have collaboratively determined that it is necessary to provide a framework to assure that those students determined to be eligible for special education and related services as individuals with exceptional needs have access to a free appropriate public education; and

WHEREAS it is the intent of the Riverside Unified School District SELPA to contract with RCDMH for the purpose of ensuring that qualified mental health providers are available to provide educationally-related mental health assessments and related services to students with disabilities who receive such services as part of their IEP; and

WHEREAS, it is the intent of the Parties to agree to the prioritization of the use of state and federal funds that are directed at educationally related mental health services through Medi-Cal and Prop 98 funds; and

WHEREAS, it is the intent of the Parties to provide the level of services and the financing arrangements as specified in this document and the contract for services for the time period of July 1, 2012, through June 30, 2013, to the extent allowable under state and federal statutes and regulations that are in existence at that time; and

WHEREAS, it is understood and agreed by and between the Parties of this Agreement that they wish to enter into this Agreement in order to ensure the provision of educationally-related mental health services to students with disabilities who receive such services as part of their IEP and provide full and complete statements of their respective responsibilities in connection with this venture during the term of this Agreement;

THEREFORE, it is understood and agreed by and between the Parties as follows.

2. Master Contract

It is understood that this Master Contract does not commit SELPA to pay for educationally-related mental health services provided to any SELPA student, or CONTRACTOR to provide such services, unless and until an authorized SELPA representative approves the provision of educationally-related mental health services by CONTRACTOR.

Upon approval to provide educationally-related mental health services for a SELPA student, SELPA and CONTRACTOR shall enter into an Individual Services Agreement (hereinafter referred to as "ISA") for each SELPA student served by CONTRACTOR. Unless otherwise agreed in writing, the individualized education program (hereinafter referred to as "IEP") and ISA shall acknowledge CONTRACTOR's obligation to provide contracted services specified in the student's IEP. The ISA shall be initiated by the SELPA within 15 days of IEP determined services by CONTRACTOR, and sent to the CONTRACTOR's Regional Administrator for signature. The original ISA with original signatures will be returned to the SELPA office within 5 business days.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order or lawfully executed agreement between SELPA and parent, SELPA is not responsible for the costs associated with CONTRACTOR services until:

- A. The SELPA provides CONTRACTOR with an Assessment Plan signed by the parent/guardian giving consent for the CONTRACTOR to conduct an evaluation;
- B. the date on which an IEP team meeting is convened, the IEP team determines that CONTRACTOR services are appropriate, and the IEP is signed by the SELPA student's parent;
- or
- C. an interim placement indicating approval of CONTRACTOR services is completed by the SELPA.

3. Compliance with Laws, Statutes, Regulations, SELPA Policies and Procedures

During the term of this contract unless otherwise agreed, CONTRACTOR and SELPA shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with relevant SELPA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. SELPA policies, procedures and guidelines are available for review at Riverside Unified School District SELPA office.

CONTRACTOR understands that SELPA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

Data Reporting

CONTRACTOR shall agree to provide all data related to student information and billing information to SELPA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract as requested by and in the format required by the SELPA. It is understood that the CONTRACTOR shall utilize the SELPA approved forms for all IEP development and progress reporting unless SELPA agrees to an alternative form for reporting. Additional progress reporting may be required by the SELPA.

The SELPA may provide the CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, service logs and progress reports or may approve use of CONTRACTOR'S provided forms at the SELPA's discretion.

4. Term of Master Contract

The term of this Master Contract shall be from July 1, to June 30. Neither the CONTRACTOR nor the SELPA is required to renew this Master Contract in subsequent contract years. However, the parties

acknowledge that any subsequent Master Contract is to be reviewed annually with option of renewing for up to three (3) years if all parties agree. No Master Contract will be offered in subsequent years unless and until all contracting requirements are met.

This Master Contract includes the SELPA Procedures and each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement.

Contract Amendment

This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the SELPA may modify procedures from time to time without the consent of CONTRACTOR. The SELPA will notify CONTRACTOR of applicable changes. This Master Contract may be modified or amended by the SELPA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The SELPA shall provide the CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the SELPA and RCDMH. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

This Master Contract for Services represents the entire understanding of the SELPA and RCDMH 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 hereunder. This Agreement may not be modified or altered except in writing signed by all parties hereto.

Termination

- A. This Master Contract may be terminated by SELPA or CONTRACTOR at any time for cause. To terminate this Master Contract either party shall give sixty (60) calendar days written notice prior to the date of the termination. At the time of termination, CONTRACTOR shall provide to SELPA any and all requested documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 6. Upon termination without default of CONTRACTOR, SELPA shall pay, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by SELPA.
- B. In consideration of this payment, CONTRACTOR waives all right to any further foreseeable payment or damage, and shall turn over to SELPA all relevant documents pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination. In the case that future due process or complaint procedures arise which require the involvement of the CONTRACTOR, the CONTRACTOR shall be able to bill the SELPA for time spent on activities connected to being a witness or helping to resolve the complaint.
- C. Individual Services Agreements ("ISAs") for CONTRACTOR services may be terminated without advance notice if both parties agree to do so in writing.
- D. Continued provision of a free appropriate public education (hereinafter referred to as "FAPE") to a student currently receiving services from a CONTRACTOR shall not be terminated when "stay put" is ordered by OAH under California Education Code 56505.

Severability Clause

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

Successors in Interest

This Master Contract binds CONTRACTOR'S and SELPA successors and assignees.

Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Riverside County, California.

5. General Program of Instruction

Within five (5) business days of IEP team determination of need for contracted related services, SELPA shall provide CONTRACTOR with a copy of student's IEP and available assessment information.

CONTRACTOR'S general program of instruction and/or services shall be consistent with SELPA and CDE guidelines and certification, and provided as specified in the SELPA student's IEP and ISA. Authorized service sites include school-based, home, residential setting, juvenile hall, and/or clinic services and may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team, or 30 day Interim Placement.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with authority to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the SELPA prior to the start of any home based services, including authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the CONTRACTOR. CONTRACTOR shall immediately notify SELPA in writing if no parent, guardian or adult care giver is present.

If CONTRACTOR provides services on SELPA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and SELPA procedures regarding visitors to school campuses specified by SELPA policy and in the SELPA procedures, and the procedures of the campus being visited.

CONTRACTOR may on occasion provide transportation for SELPA student at their discretion. The CONTRACTOR is self-insured and would utilize a county vehicle for such need. There is no charge for transportation within the boundaries of Riverside County.

6. Calendars

A. Educationally-related mental health services will be provided according to when student is in attendance and consistent with the public school calendar and scheduled services, excluding holidays, student vacations, and non-instructional days. Services are not to be provided during winter break, spring break, intercessions, and the period between extended school year and the fall semester, unless the IEP team determines access is necessary for educational benefit.

B. Services are not available when CONTRACTOR is closed in observance of holidays. (e.g., Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Presidents Day, and Memorial Day).

7. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to SELPA shall be addressed to the person and address as indicated on the Notices page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on Notices page of this Master Contract.

8. Maintenance of Records

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at

least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: student incident reports, student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and daily service logs, notes and other documents used to record the provision of related services including supervision; staff lists specifying certifications and/or licenses held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; liability and worker's compensation insurance policies; state CONTRACTOR certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain SELPA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each SELPA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the SELPA student's record. Such log need record access to the SELPA student's records by: (a) the SELPA student's parent; (b) an individual to whom written consent has been executed by the SELPA student's parent; or (c) employees of SELPA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of SELPA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward SELPA student records within five (5) business days to SELPA. These shall include, but not limited to, IEP/IFSPs, and reports.

9. Insurance

If SELPA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- 2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3) Workers' Compensation insurance as required by the state in which services are performed.

B. CONTRACTOR shall maintain limits of insurance no less than:

- 1) Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
- 2) Automobile Liability: \$1,000,000 combined single limit.
- 3) Professional Liability/ errors and omissions coverage, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.

C. For all insurance coverage procured by CONTRACTOR, the following terms apply:

Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the SELPA. At its option, SELPA may require the CONTRACTOR, at the CONTRACTOR'S sole cost, to:

- (a) cause its insurer to reduce to levels specified by the SELPA or eliminate such deductibles or self-

insured retentions as respects to the SELPA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- D. The general liability and sexual molestation coverage and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) The SELPA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the SELPA, its subsidiaries, officials and employees. The CONTRACTOR shall furnish the SELPA with original endorsements and copies of certificates of insurance effecting coverage required by this clause. All certificates and endorsements meeting requirements of above conditions are to be received and approved by the SELPA.
 - 2) For any claims related to the services, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the SELPA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the SELPA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
 - 3) Each insurance coverage or provision required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the SELPA.
- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the SELPA.
- F. The CONTRACTOR shall furnish the SELPA with original copies of certificates of insurance effecting coverage required by this clause. The certificates are to be signed by a person authorized to do so on its behalf. All certificates meeting requirements of above conditions are to be received and approved by the SELPA before work commences. All Certificates of Insurance shall reference the contract number, name of the agency submitting the certificate, and the location of the agency submitting the certificate.
- G. CONTRACTOR must provide satisfactory evidence that any self-insurance satisfies the provisions of Section 15 subsections A through F of this Master Contract.

10. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold SELPA and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SELPA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S own negligent acts, errors and omissions under this Master Contract or its performance. The provisions of the California Tort Claims Act, Government Code Section 910 et. seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the SELPA.

SELPA shall indemnify and hold CONTRACTOR their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of SELPA's own negligent acts, errors and omissions under this Master Contract or its performance. The provisions of the California Tort Claims Act, Government Code Section 910 et. seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the CONTRACTOR.

11. Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the SELPA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make

any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the SELPA and any individual assigned by CONTRACTOR to perform any services for the SELPA.

If the SELPA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the SELPA as a result of that holding.

12. Conflicts of Interest

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Supervisors. CONTRACTOR and any member of its Board of Supervisors shall avoid any relationship with SELPA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with SELPA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR otherwise agree in writing, SELPA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a SELPA student when a recommendation for related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the SELPA student without prior written authorization by SELPA (e.g., Assessment Plan and Prior Written Notice). This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the SELPA student is enrolled in CONTRACTOR'S agency) or whether an assessment of the SELPA student is performed or a report is prepared in the normal course of the services provided to the SELPA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the SELPA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise the SELPA may, in its discretion, not fund services through the evaluator who's IEE the SELPA agrees to fund.

13. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

14. Master Contract Dispute Resolution

All disputes or disagreements between CONTRACTOR and SELPA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved, shall be addressed and/or resolved as set forth in this section of the Master Contract. The provision in this section of the Master Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If a SELPA is the party claiming injury, the SELPA shall notify CONTRACTOR'S Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. Informal resolution can include but is not limited to emails, phone calls, face-to-face meetings, or written letters. If

CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the SELPA Director of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Two. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Two meeting will be held, which date shall be no less than fifteen (15) and no more than forty-five (45) days after the date of the notice; (e) a mutually agreed upon location at which the Step Two meeting will be held; (f) a statement that the SELPA shall invite a representative from a different SELPA and CONTRACTOR shall invite a representative from a different public mental health agency to attend the Step Two meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days (15) or later than forty-five (45) days after the date of the notice.

At the Step Two meeting, SELPA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement. The resolution shall be recorded in a written agreement.

Step Three: If the dispute or disagreement is not resolved at Step Two, any disagreements or disputes shall be resolved by agreement. If unresolved after thirty (30) days, then the disagreement or dispute between SELPA and CONTRACTOR concerning the meaning, requirements, or performance of this Master Contract shall be appealed, in writing, to the Riverside County Superintendent of Schools or to the State Superintendent of Public Instruction or designee when the Riverside County Superintendent of Schools is a party to this Master Contract. The decision of the Riverside County Superintendent of Schools or State Superintendent of Public Instruction or designee shall be made in writing and shall be binding upon all parties.

If any legal action or proceeding arising out of or relating to this Master Contract is brought by either party to this Master Contract, each party agrees to pay for their own legal costs.

EDUCATIONAL PROGRAMS AND OPERATIONS

15. Special Education Program Operations

- A. The procedures set forth in this Agreement are not designed for use in responding to psychiatric emergencies or other situations requiring immediate response. In these situations, a parent may seek services from public programs or private providers as appropriate.
- B. The Parties 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, students' records under the Family Educational Rights and Privacy Act, section 1232g of Title 20 of the United States Code; and under provisions of state law relating to privacy. RCDMH and the SELPA shall ensure that all activities undertaken under this Agreement will conform to the requirements of these laws.
- C. RCDMH and the SELPA agree to abide by the procedures set forth in the IDEA and California Education Code section 56000 et. seq for documenting pre-referral interventions, making student referrals, providing assessment reports, participating in IEP team development and IEP review as set forth herein. The specific forms required for these processes are included in Exhibit E.

16. Documenting Pre-Referral Interventions

When an individual with an active IEP is being referred to RCDMH to determine the need for Mental Health services, the SELPA must review all assessments and shall ensure that:

- A. A written parental/guardian consent has been obtained for referral to RCDMH and permission to send information to RCDMH.
- B. A probation officer or social worker is notified if the student is a ward or dependent of the Juvenile Court (if the SELPA has a release of information or court order).
- C. An assessment has been made by SELPA personnel in accordance with EC 56001(j), 56324, and 56320(b)(3).
- D. A description of the school counseling, psychological, and guidance services and other interventions that have been provided to the student, including the initiation, duration, frequency and results of the services, or an explanation of why a service was considered for the student and determined to be inappropriate.
- E. Modification of the student's special education program has not met the educational needs of the student.
- F. The SELPA, whenever appropriate, shall call RCDMH to consult on the case prior to initiating the referral procedure.

17. Referral for Mental Health Evaluation

- A. The SELPA's special education administrator shall make the referral to RCDMH.
- B. The SELPA shall be responsible for including the following documents as part of the referral:
 - 1) A completed Referral Packet (Exhibit E).
 - 2) Current IEP indicating "referral for Educationally Related Mental Health assessment".
 - 3) All available psychological reports.
 - 4) Other appropriate reports, including but not limited to, teacher observations, behavioral contracts, behavioral plans, functional behavioral analysis and/or mental health evaluations.
 - 5) If the child is a ward or dependent of the juvenile court, the Probation Officer and/or Social worker's name and phone number.
 - 6) When family is supported by Aid to Adoptive Parents (AAP), the district wherein the student currently resides is responsible for making the referral to the RCDMH. RCDMH will make arrangements with the county of jurisdiction (where adoption occurred).
- C. The school psychologist lead on the case shall contact RCDMH at the time of the referral to inform RCDMH of an upcoming referral for an assessment and propose a date for the IEP meeting within the 60 day timeline.
- D. Referrals are to be made following development of an Assessment Plan and documented as indicated in this agreement.
- E. Referral packages shall be provided within five (5) business days of the SELPA's receipt of parental consent form for the referral for assessment of the pupil by RCDMH.
- F. Referral information as described above shall be sent to the individuals designated by RCDMH as the local clinic contact person for the SELPA.

18. Interim Placement

30 day Interim Placements occur when an existing IEP from a prior SELPA indicates that a student was receiving a special education program and services. If the SELPA wants RCDMH to provide educationally-related mental health services pursuant to the IEP from the previous school district, the SELPA will forward a copy of the existing IEP, 30-Day Interim Placement document, and current assessment report, including mental health evaluations, if available, within 5 days of parental consent to the Interim Placement. RCDMH will implement comparable services designated on the existing IEP during the 30 day Interim Placement. If RCDMH does not have comparable services, they will notify the SELPA that they do not provide such services and assist the SELPA in finding comparable services. RCDMH will participate in the 30 Day Administrative Placement process, if provided with a notice of meeting by the SELPA within a reasonable time.

19. Concurrent Referral

Referrals made under this Agreement are only for students currently in special education or where an assessment plan is being developed for a student suspected of having exceptional needs (referred to as a Concurrent Referral).

- A. Schools may make a concurrent referral when there is reasonable information to suggest that educationally-related Mental Health services are necessary to provide a student with free appropriate public education (FAPE).
- B. The SELPA shall be responsible for the following:
 - 1) The SELPA shall call and provide written notice to RCDMH to apprise them of the concurrent referral being made.
 - 2) A fully completed Referral Form Packet (Exhibit E).
 - 3) All available reports. Note: Psychological Reports may not be available.
 - 4) If the child is a ward or dependent of the Juvenile Court, the worker's name and phone number.
 - 5) A proposed date for the IEP meeting and including it with the referral being made.
- C. The SELPA and RCDMH will communicate regularly during the assessment process regarding findings.

20. Assessment Reports

RCDMH shall review the referral to initiate the assessment process as follows:

- A. Within five (5) days of receipt of a referral, RCDMH shall review the recommendation for a Mental Health assessment. If RCDMH does not believe a mental health assessment is necessary or cannot otherwise perform the assessment, RCDMH shall contact the SELPA by telephone and/or email (e.g., incomplete referral, duplication of services) within 5 working days of receiving the referral.
- B. If the parent/guardian does not respond to RCDMH request for an appointment for assessment of the child, RCDMH shall contact the SELPA via telephone or email and send written documentation to the special education administrator describing the attempts to involve the parent.
- C. If following a referral to RCDMH, the child changes SELPA's within the County, the referring SELPA shall notify RCDMH immediately. The new SELPA must continue the referral for assessment initiated in the previous SELPA by sending a new referral and copy of appropriate records to RCDMH. The receiving SELPA shall notify Mental Health of the child's current location.
- D. Following assessment of the child, RCDMH shall provide a written assessment report to the SELPA, 5 days prior to the IEP meeting. The SELPA will then forward the written assessment report to the parent/guardian. This report shall include at a minimum:
 - 1) Assessment methods utilized including the evaluation procedure, tests, records or reports RCDMH used as a basis for the recommendation.
 - 2) Behaviors observed and their relationship to the pupil's academic and social functioning.
 - 3) Other relevant health, environmental, cultural, and developmental information and their effect on the child.
 - 4) Recommendations as to whether or not educationally related Mental Health services are needed by the student and the basis for the recommendations:
 - a. If services are recommended, goals (and benchmarks) for the services plus the frequency, location and duration shall be included.
 - b. If services are not recommended, an explanation of why services are not recommended and other factors relevant to the action proposed needs to be included in the report:

21. Referral for Case Management Assessment

- A. If a pupil is not making educational benefit and an array of services have been provided with continued lack of progress related to mental health needs, the IEP team can consider making a referral for a case management evaluation for a higher level of care.

- B. If this is decided, the IEP team shall indicate "referral for educationally related case management evaluation" in IEP and send current IEP and assessment information to RCDMH.
- C. As in all other referrals, if the child is a ward or dependent of the juvenile court, the appropriate worker shall be notified and the Probation Officer and/or Social Worker's contact information shall be provided to RCDMH.
- D. RCDMH will conduct the evaluation and provide a report as previously described under "Assessment Reports" within the 60 day timeline.
- E. The SELPA and RCDMH will share information/discuss the case/consult/collaborate with the SELPA MHCM during the assessment process.

22. IEP Team Development and Review

- A. A RCDMH representative shall attend the IEP when educationally related mental health services are being considered for inclusion in the child's IEP. However, if the assessor is not able to attend the meeting, a person who is knowledgeable about assessment procedures and is knowledgeable about the results of the assessment shall attend [EC 56341(d)].
- B. RCDMH shall contribute to a description of present levels of performance in the social and emotional areas of the student's functioning. If the student is eligible, RCDMH shall participate in establishing the goals and benchmarks of the services with the evaluation procedure to be utilized.
- C. RCDMH may only recommend educationally related mental health services and such determinations will only be advisory to and not otherwise binding upon the SELPA.
- D. The IEP shall then be developed, including the Mental Health services to be provided, the start date, frequency, duration and location. The IEP team shall use the SELPA designated CASEMIS (California Special Education Management Information System) codes for recording the service type and location.
- E. Special education and related services shall commence as soon as possible following the development of an IEP.
- F. A copy of the IEP shall be given to RCDMH at the conclusion of the meeting. If this is not possible, a written record with parental signature shall be provided within 5 days of the meeting.

23. Array of Services

- A. Upon request of a SELPA via the referral procedures described herein and pursuant to IEPs developed by the SELPA, RCDMH agrees to provide educationally related mental health services to eligible SELPA students during the term of this Agreement.
- B. Assessment services may include processing referrals, assessment and re-assessment, preparation of reports, IEP team meeting attendance, and consultation.
- C. Direct educationally related mental health services may include those described in Exhibit F.

24. Free and Appropriate Public Education

SELPA shall provide CONTRACTOR with a copy of the IEP, of each SELPA student served by CONTRACTOR. CONTRACTOR shall provide to each SELPA student educationally-related mental health services within the CONTRACTOR consistent with the SELPA student's IEP and as specified in the ISA. CONTRACTOR shall not accept a SELPA student if it cannot provide or ensure the provision of the services outlined in the student's IEP for which CONTRACTOR services are contracted. The failure of the CONTRACTOR to implement the services specified in the IEP and contained in the ISA shall reduce SELPA's payment obligations to the CONTRACTOR in the amount necessary to secure the appropriate related service(s) for the students not provided as agreed upon between the CONTRACTOR and SELPA.

CONTRACTOR shall make no charge of any kind to parents for educationally-related mental health services as specified in the SELPA student's IEP and ISA (including, but not limited to, screenings,

assessments, or interviews that occur prior to or as a condition of provision of services to the SELPA student under the terms of this Master Contract). CONTRACTOR may charge an SELPA student's parent(s) for services and/or activities unrelated to the provision of educationally-related mental health services not necessary for the SELPA student to receive a free appropriate public education ("FAPE"). Involuntary 5150 holds or hospitalizations are not the financial responsibility of the SELPA and not subject to the provision of this Master Contract.

Voluntary services and/or activities not necessary for the SELPA student to receive a FAPE shall not interfere with the SELPA student's receipt of related services as specified in the SELPA student's IEP and ISA. For example, a student may volunteer to be a cross-age tutor and/or seek to engage in a voluntary sports activity-such as activities cannot interfere with his or her ability to participate in the mental health services agreed upon in the IEP.

25. Least Restrictive Environment

CONTRACTOR shall follow all SELPA policies and procedures that support a student's placement in the Least Restrictive Environment (hereinafter referred to as "LRE") to ensure each student has access to the general curriculum and to be educated with his/her nondisabled peers to the maximum extent appropriate.

CONTRACTOR and SELPA shall ensure that the full continuum of placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of special factors, supplementary aids and services, goals and objectives, and services necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

26. Residential Placement Procedures

- A. The SELPAs shall assume full responsibility for the District's offer of a free appropriate public education, which may include mental health residential placements room and board services for the students who reside within their boundaries.
- B. RCDMH or SELPA shall designate a Mental Health Case Manager (MHCM) to finalize the placement plan to make the placement as soon as possible.
- C. The SELPA shall contact the California Department of Education (CDE) to verify that the residential program is certified. All educational placements must be in a program certified by CDE.
- D. MHCM shall identify the appropriate setting, check with the facility regarding bed openings, have the parent complete the packet, etc.
- E. The SELPA shall execute a master contract with the residential facility.
- F. If the SELPA decides to place a student in a non-California certified program, the SELPA will be responsible for the master contract and payment for services until such time as the program is certified by CDE and the SELPA can initiate a master contract.
- G. The SELPA shall be responsible for:
 - 1) The transportation of a pupil with a disability to and from the educationally-related mental health services specified on the pupil's IEP;
 - 2) The transportation of a pupil to and from the residential placement as specified on the IEP; and
 - 3) The special education instruction, educationally related mental health services, and designated instruction and services agreed upon in the IEP and corresponding Individual Service Agreement (ISA).
- H. MHCM shall:
 - 1) Conduct an exhaustive search for appropriate residential placements, focusing on placements that are appropriate, least costly, and closest to home prior to the IEP team meeting, whenever possible.
 - 2) Advise the SELPA of the acceptance of the residential placement.

- I. In State only non-profit facilities licensed as a Community Care Facility, which have an Aid to Families with Dependent Children - Foster Care (AFDC-FC) group home rate set by the State Department of Social Services shall be considered.
- J. If an appropriate non-profit, in-state placement cannot be found, the IEP Team can recommend an out of state facility.
 - 1) The IEP team shall document the alternatives to out of state residential placement that were considered and the reasons why they were rejected. Such documentation shall be included within the IEP Summary Notes and/or as a Prior Written Notice.
 - 2) For educational purposes, the pupil shall receive services from a privately operated, non-medical and non-detention school certified by CDE.
 - 3) MHCM shall contact the out of state facility to verify non-profit status.
- K. MHCM shall be responsible for the following post-placement procedures:
 - 1) MHCM is responsible for ancillary Mental Health services and case management, follow up care, including face-to-face contacts with the child and facility, updating the parent and IEP Team on therapeutic progress.
 - 2) The SELPA shall initiate an IEP team meeting at least annually, sooner if needed. MHCM will attend the IEP meeting. The meeting may be conducted in person or via telephone conference.
 - 3) If a child is placed in a community treatment facility, an evaluation shall be made by MHCM every 90 days of the residential placement of the pupil to determine if the pupil meets the continuing stay criteria. Any recommendation for a change in placement must be considered and a decision made by the IEP team.
 - 4) IEP review and termination of services shall occur as indicated previously in this Agreement.

27. Individual Services Agreement

This Master Contract shall include an ISA developed for each SELPA student to whom CONTRACTOR is to provide educationally-related mental health services. An ISA shall only be issued for students approved by the SELPA to receive services from the CONTRACTOR. An ISA shall be developed for the length of time for which services, provided by the CONTRACTOR, are specified in the SELPA student's IEP. ISAs are void upon termination of the Master Contract. In the event that this Master Contract expires, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and SELPA for so long as CONTRACTOR is servicing authorized SELPA students, including payment for these authorized services.

Any and all changes to a SELPA student's educationally-related mental health services provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the SELPA student's IEP. At any time during the term of this Master Contract, a SELPA student's parent, CONTRACTOR, or SELPA may request a review of a SELPA student's IEP subject to all procedural safeguards required by law.

It is understood that all billable hours must be related to the service(s) authorized in the student's IEP only. Collateral support, case monitoring or case management services provided by a parent partner under the supervision of a clinician that are not billable to the SELPA.

The CONTRACTOR shall provide contracted services specified in the IEP only. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the SELPA in writing within five (5) business days of the last date a service was provided.

If a parent or SELPA contests the termination of an ISA by initiating a due process proceeding with the Office of Administrative Hearings (hereinafter referred to as "OAH"), CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by SELPA or OAH. CONTRACTOR shall adhere to all SELPA requirements concerning changes in placement. CONTRACTOR will be reimbursed for services provided for which they are bound during the period of "stay put".

28. Progress Monitoring

CONTRACTOR shall allow access by SELPA staff for periodic monitoring of each SELPA student's program and shall be invited to participate in the review of each student's progress. Such staff shall have access to observe each SELPA student at work, observe the instructional setting, interview CONTRACTOR, and review each SELPA student's records and progress. Such access shall include unannounced monitoring visits.

The SELPA shall schedule an IEP meeting to review IEPs at least annually.

- A. The IEP meeting shall be scheduled at a mutually agreed upon time and place.
- B. RCDMH staff shall be given reasonable notice of the annual IEP and triennial IEP meeting, at least 10 working days prior to the meeting, when possible. RCDMH member(s) will participate in the meeting.
- C. The SELPA shall provide information to the RCDMH caseworker on grading period timelines and forms for IEP progress reports. RCDMH shall provide progress reports to the SELPA consistent with the IEP identified progress report periods.
- D. RCDMH treatment staff member will contact the SELPA contact person to arrange for the scheduling of an IEP meeting whenever changes to educationally-related mental health services are proposed (i.e., for modification or termination of services).
 - 1) The IEP meeting will be scheduled by the SELPA within a reasonable period of time (e.g., within 30 days) to discuss and document this proposed change.
 - 2) RCDMH staff will provide the SELPA with a final report prior to the IEP meeting at which termination of treatment will be discussed. The report will include a statement on the child's current social/emotional adaptation and its effect on his/her education. RCDMH staff will also provide a final evaluation of the student's progress in meeting the goals and benchmarks as listed on the pupil's IEP.

SELPA Student Progress Reports and Assessments

A copy of progress reports shall be sent to SELPA at least five (5) days prior to each reporting period. A copy of the progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of SELPA and/or the SELPA student's parent(s).

CONTRACTOR shall complete assessment of the SELPA student one month prior to the SELPA student's annual or triennial review IEP team meeting for the purpose of reporting the SELPA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to SELPA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to SELPA upon request. A copy of the Assessment Plan signed by the SELPA student's parent shall be provided to CONTRACTOR within five (5) days of its receipt by the SELPA.

CONTRACTOR shall comply with all applicable state and federal timelines for completion of assessments. The parties agree to utilize a referral packet even though it is not necessary for initiation or completion of an assessment pursuant to a signed assessment plan. CONTRACTOR shall not charge the SELPA student's parent(s) or SELPA for the provision of progress reports, interviews (except the SELPA may be charged for those conducted as part of an evaluation and/or collateral services), or meetings. It is understood that all billable hours are limited to those authorized on the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the SELPA upon written request.

Triennial Progress Monitoring Procedures

- A. The SELPA shall provide a copy of the written triennial report to the RCDMH staff member who will participate in the meeting.
- B. At the triennial IEP meeting RCDMH staff shall provide a written report to the SELPA which covers the following areas:

- 1) Child's current social/emotional adaptation and its effect on the child's education.
- 2) Progress in treatment and need for continued services including frequency, duration, and location.
- 3) Progress in reaching current IEP goals (and benchmarks, if appropriate) and recommendations on proposed and/or revised goals (and benchmarks, if appropriate).
- 4) Any other area of assessment related to the student mental health needs as requested by the SELPA and included in the Assessment Plan.

29. IEP Team Meetings

The SELPA shall convene an IEP meeting for each student at least annually to evaluate: (1) the educational progress of each student receiving services through CONTRACTOR; (2) whether or not the needs of the student continue to be best met; and (3) whether changes to the student's IEP are necessary. Each SELPA student shall be allowed to provide confidential input to any representative of his or her IEP team. At any time the parent, the CONTRACTOR or the SELPA may request a review of the student's IEP. It is understood that attendance at an IEP meeting is part of one's professional responsibility and is not a billable service under this Master Contract.

Changes in any SELPA student's educational program, including, services provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of services, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's services. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting ("IAES") is deemed lawful and appropriate by SELPA or OAH.

CONTRACTOR shall immediately report, by telephone, to the SELPA when a SELPA student is withdrawn from services by parent/guardian so that an IEP meeting can be scheduled. SELPA shall advise CONTRACTOR when a student moves out of the district, or has an address change, so student can be removed from billing.

Residential Placement IEP Meetings

- A. When an IEP team considers residential placement for a pupil who meets educational eligibility, an IEP team shall be convened within 30 days and will include an authorized RCDMH representative and the SELPA MHCM.
- B. When the IEP Team convenes to discuss the RCDMH assessment recommendations, the following will occur:
 - 1) The IEP Team, including Mental Health staff, shall discuss the child's needs and any possible alternatives to out of home care. If the student is in the Juvenile Hall program, the district of residence (DOR) shall be invited to the IEP team and participate in the decision making process.
 - a) Prior to the determination that a residential placement is necessary for the pupil to receive FAPE, the IEP team shall consider less restrictive alternatives.
 - b) The IEP and/or Prior Written Notice (PWN) shall document the alternatives to residential placement that were considered and the reasons why they were rejected.
 - c) Such documentation can be included in the IEP Team Summary Notes Page and/or as a Prior Written Notice.
 - 2) If residential placement is the decision of the IEP Team, a written statement shall be included on the IEP which documents the Mental Health and education needs which support the decision. The IEP shall include appropriate CASEMIS documentation in the services section.
 - 3) The IEP Team shall identify the type of residential placement and necessary educational services that assures a FAPE in the least restrictive setting (LRE). LRE considerations dictate that placements as close to home as possible be given preference, as long as they assure FAPE.

30. Due Process Proceedings

CONTRACTOR shall participate as a witness in special education due process proceedings including mediations and hearings, as requested by SELPA. CONTRACTOR shall also fully cooperate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

31. Complaint Procedures

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of SELPA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5(a)(b)(c); (4) Title IX Student Grievance Procedure pursuant to Title IX 106.8(a)(d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the SELPA.

PERSONNEL, HEALTH AND SAFETY MANDATES

32. Clearance Requirements

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and interns who have direct contact with SELPA students, prior to service with any SELPA student. CONTRACTOR shall certify in writing to SELPA that none of its employees and interns who have direct contact with SELPA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the SELPA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

By signing this agreement, the CONTRACTOR certifies that:

- A. The CONTRACTOR and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and
- B. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.

33. Staff Qualifications and Verifications

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide related services hold a license, certificate, permit, or other document required for the service rendered. CONTRACTOR shall verify and monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR may be required to provide SELPA updated information regarding the status of licenses, credentials, permits and/or other documents. CONTRACTOR shall notify SELPA in writing within thirty (30) days when personnel changes occur which may affect the provision of related services to SELPA students.

34. Health and Safety

CONTRACTOR shall comply with all applicable federal, state, local, SELPA laws, regulations, ordinances, policies, and/or procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code § 35021 et. seq., 49406, and Health and Safety Code § 3454(a) regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide SELPA with documentation verifying that all individuals working directly with students hired by CONTRACTOR have had TB screenings prior to employment and bi-annually thereafter, before an individual comes in contact with an SELPA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) § 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

35. Incident/Accident Reporting

CONTRACTOR shall submit immediately (within 24 hours) by facsimile and mail any accident or incident report to SELPA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under CONTRACTOR supervision, injuries requiring medical attention, injuries resulting from physical restraint, student has injured another individual, or student has been involved in an activity requiring notification of law enforcement or emergency personnel.

36. Child Abuse Reporting

CONTRACTOR hereby agrees to annually train all staff members engaged in the work of this contract and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

37. Sexual Harassment

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures and to maintain copies of sign-in sheets.

FINANCIAL

38. Enrollment, Contracting, Service Tracking, Attendance Reporting, and Billing Procedures

CONTRACTOR shall assure that the agency has the necessary financial resources to provide the agreed upon contracted services and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all SELPA procedures concerning contracting, attendance reporting, service tracking and billing. CONTRACTOR shall be paid for the provision of educationally-related mental health services specified in the SELPA student's IEP and ISA between SELPA and CONTRACTOR offset by any amount CONTRACTOR receives from other sources. All payments by SELPA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the SELPA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR will provide a cover sheet summary invoice with backup accounting records which will include the following data in sufficient detail to enable each SELPA to establish a link between the services provided and the individual student's IEP:

- the student's name and date of birth;
- the school district of residence, as provided most recently in writing by the SELPA;
- the name of service provider;
- the services provided as described in the student's IEP;
- the date of service;
- the unit (minutes) of service provided;
- the rate per service unit; and
- the net amount due after payment from any other sources (i.e., Medi-Cal reimbursement, private insurance)

CONTRACTOR will provide SELPA with a report of the services provided by CONTRACTOR staff incurred pursuant to this Agreement four times for the fiscal year.

- A. The first report will cover the period of July 1 through September 30, and will be provided on or before October 31.
- B. The second report will cover the period of October 1 through December 31 and will be provided on or before January 31.
- C. The third period will be January 1 through March 31 and will be provided no later than April 30.
- D. The final reporting period will cover the period of April 1 through June 30 and will be provided on or before July 31.
 - 1) CONTRACTOR will notify the SELPA in writing, and provide documentation of any anticipated estimated excess cost by June 30. SELPA and CONTRACTOR must agree upon the amount of any adjustment pursuant to this paragraph. No adjustment may be claimed by CONTRACTOR, or will be agreed to by the SELPAs, if the shortfall in Medi-Cal and EPSDT revenues is attributable to any delay, failure or negligence on the part of CONTRACTOR.
 - 2) A statement of actual costs and revenues, and supporting accounting documentation will be submitted within ninety days (90) of the expiration of this Master Contract. The statement will reflect actual costs incurred and revenues claimed for the entire fiscal year.
 - a. Subject to verification of data submitted by SELPA, the SELPA shall reimburse CONTRACTOR for the costs that exceed previously invoiced net cost of services within 60 days of the SELPA's receipt of the statement of costs and revenues, and report described above.
 - b. CONTRACTOR agrees to reimburse the SELPA for payments received in excess of the net cost of services based on the statement of costs and revenues. CONTRACTOR will reimburse the SELPA within 60 days of the SELPA's receipt of the statement.

The SELPA will verify the data submitted by CONTRACTOR quarterly against student IEPs to authorize and/or deny payment. Payments will be issued for the invoices within 30 days of receipt of funds from the California Department of Education.

39. Right to Withhold Payment

SELPA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by SELPA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) related services are provided to SELPA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) SELPA has not received, prior to closure or contract termination, all documents concerning one or more SELPA students receiving related services from CONTRACTOR, or (f) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a SELPA student or services not authorized per IEP and ISA.

The amount which may be withheld by SELPA with respect to the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the SELPA student. Failure to implement the services as specified on the IEP and contained within the Agreement shall also reduce SELPA's payment obligation to CONTRACTOR in the amount necessary to secure the appropriate related service for student not originally provided as agreed upon between CONTRACTOR and SELPA.

If SELPA determines that cause exists to withhold payment to CONTRACTOR. SELPA shall, within fifteen (15) business days of this determination, provide to CONTRACTOR written notice that SELPA is withholding payment. Such notice shall specify the basis or bases for SELPA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for SELPA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, SELPA shall extend CONTRACTOR'S time to correct deficiencies up to an additional thirty (30) days, otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to SELPA specifying the reason it believes payment should not be withheld. SELPA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason SELPA believes payment should not be made. If SELPA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the SELPA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the Master Contract Dispute Resolution strategies described in Section 14.

40. Payment from Outside Agencies

Prior to sending invoices to the SELPA Administrator for educationally-based mental health services, CONTRACTOR will use appropriate efforts to invoice other possible payor sources, including, for example, Medi-Cal, Healthy Kids, Healthy Families, private insurance with consent of parent. Any amounts received by CONTRACTOR as a result of such invoicing efforts shall be retained by CONTRACTOR and shall offset any amounts that shall be required to be paid to CONTRACTOR for educationally-based mental health services provided by CONTRACTOR pursuant to this Agreement. Upon request, CONTRACTOR shall provide to SELPA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of related services to SELPA students.

41. Payment for Absences

CONTRACTOR STAFF ABSENCE

When CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Exhibit A of this Agreement and as determined by SELPA) substitute, unless SELPA provides appropriate coverage in lieu of CONTRACTOR'S service providers. SELPA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. A make-up session shall be indicated as such on the invoice. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and SELPA.

STUDENT ABSENCE

SELPA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify SELPA of residence in writing when pupil absences exceed three (3) sessions. All education-related mental health services shall be provided by CONTRACTOR as specified within the IEP. A unit of service for payment purposes is one minute of attendance.

42. Inspection and Audit

CONTRACTOR shall maintain and the SELPA shall have the right to examine and audit all fiscal records relevant to this contract including books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred, fees claimed to have been earned, and offsets received from other sources under this Agreement.

CONTRACTOR shall provide SELPA access to all fiscal records relevant to this contract as defined by California Education Code section 49061(b). Such access shall include unannounced inspections by SELPA. CONTRACTOR shall make available to SELPA all budgetary information including operating budgets submitted by CONTRACTOR to SELPA for the relevant contract period being audited.

CONTRACTOR shall make all fiscal records relevant to this contract available at the SELPA office or CONTRACTOR'S offices (to be specified by SELPA) at all reasonable times and without charge. All fiscal records relevant to this contract shall be provided to SELPA within five (5) working days of a written request from SELPA. CONTRACTOR shall, at no cost to SELPA, provide assistance for such examination or audit. SELPA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the SELPA, unless the SELPA agrees to the use of the electronic format.

If an inspection, review, or audit by SELPA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes SELPA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, SELPA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and SELPA otherwise agree in writing, CONTRACTOR shall pay to SELPA the full amount owed as result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by SELPA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to SELPA within thirty (30) days of receipt of SELPA's written notice demanding payment.

All budgetary information and projections submitted by CONTRACTOR to SELPA for purpose of contract negotiations shall be made available for the relevant Agreement period being audited to assess the extent to which funds were expended consistent with said budgetary information. CONTRACTOR fiscal books, records, documents, expense support items, and the like shall be maintained by CONTRACTOR for five (5) years and shall be available for audit, review and inspection by SELPA during normal business hours.

43. Rate Schedule

The attached rate schedule (Exhibit B) may limit the maximum number of students that can be provided specific services. Educationally-related Mental health services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and charges for such services during the term of this contract, shall be as stated in Exhibit B. The CONTRACTOR agrees to apply the rates noted in Exhibit B unless the Master Contract is amended. Subject to the performance of the ISA and compliance with all terms and conditions of the Master Contract, SELPA will pay the CONTRACTOR the agreed upon rate per unit as defined in this Agreement.

44. Notices

Notices to CONTRACTOR shall be addressed to:

Riverside County Department of Mental Health
Attn: Eryls Daily, Mental Health Services, Administrator
4095 County Circle Drive
Riverside, California 92503
Phone: (951) 358-4520
FAX: (951) 358-4560
Email: eadaily@rcmhd.org

Notices to SELPA shall be addressed to:

Riverside Unified School District
Attn: Timothy R. Walker, SELPA Director
5700 Arlington Avenue
Riverside, CA 92501
Phone: (951)352-1200 x83501
FAX: (951)328-2511
Email: twalker@rusd.k12.ca.us

45. Signatures

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives.

SELPA

Riverside Unified School District
3380 14th Street
Riverside, CA 92501

Board of Supervisors for: RCDMH

Riverside County Department of Mental Health
4095 County Circle Drive
Riverside, California 92503

Authorized Signature

Date _____

Authorized Signature

Date _____

FORM APPROVED COUNTY COUNSEL

BY: *Elena M. Boeva* *10-25-12*
ELENA M. BOEVA DATE

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Riverside, California 92503

Authorized Signature

Date _____

Authorized Signature

Date _____

FORM APPROVED COUNTY COUNSEL

BY: *Elena M Boeva* *10-25-12*
ELENA M BOEVA DATE

EXHIBITS

EXHIBIT A: Acronyms and Definitions Used In Agreement

EXHIBIT B: RATES FOR 2012-2013

EXHIBIT C: INDIVIDUAL SERVICES AGREEMENT

EXHIBIT D: BILLING SUMMARY

EXHIBIT E: MENTAL HEALTH REFERRAL PACKET

EXHIBIT F: EDUCATIONALLY-RELATED MENTAL HEALTH SERVICES

EXHIBIT A: Acronyms and Definitions Used In Agreement

The following acronyms are used for the purpose of the Agreement:

- **BICM** (Behavior Intervention Case Manager)
- **CDOJ** (California Department of Justice)
- **CDE** (California Department of Education)
- **ESY** (Extended School Year)
- **FAPE** (Free Appropriate Public Education)
- **FBI** (Federal Bureau of Investigation)
- **IA** (Instructional Assistant)
- **IEE** (Independent Educational Evaluation)
- **IEP** (Individualized Education Program, also means, "Individualized family service plan" when IEP pertains to individuals with exceptional needs younger than three years of age)
- **IFSP** (Individualized Family Service Plan)
- **ISA** (Individual Services Agreement)
- **LEA** (Local Education Agency) refers to a local school district and/or county office of education
- **LRE** (Least Restrictive Environment)
- **MHCM** (Mental Health Case Manager)
- **OAH** (Office of Administrative Hearings)
- **RCDMH** (Riverside County Department of Mental Health)
- **SELPA** (Special Education Local Plan Area)

The following definitions are used for the purpose of the Agreement:

- **Agreement** also means Master Contract and is referred to as such in this document.
- **Authorized SELPA Representative** means a SELPA administrator assigned by the SELPA special education department administrator or administrative designee designated to be responsible for nonpublic school/agencies.
- **Credential** means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- **Days** means calendar days, unless otherwise specified.
- **Educational Evaluation** 20 U.S.C.1414(b)(2)(A) – In conducting the evaluation, the local educational agency shall use a variety of assessment tools and strategies to gather relevant functional and developmental information, including information provided by the parent, that may assist in determining whether the child has a qualifying disability which requires special education interventions. The information gathered from the evaluation will be used to develop an Individualized Education Program (IEP).
- **Educationally-Related** means that a related service is a necessary component of the educational program and is required to assist a student with a disability to benefit from special education.
- **Emotional Disturbance** CCR 3030 (i) states that, because of emotional disturbance (ED), a pupil exhibits one or more of the following characteristics over a long period of time and to a marked degree, which adversely affect educational performance:
 1. An inability to learn which cannot be explained by intellectual, sensory, or health factors.
 2. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
 3. Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations.
 4. A general pervasive mood of unhappiness or depression.
 5. A tendency to develop physical symptoms or fears associated with personal or school problems.
- **Fiscal Year** means July 1st through June 30th of the following year.
- **Immediate** means within 24 hours
- **Individualized Education Program (IEP)** means a written document for each child with a disability that is developed, reviewed, and revised in accordance with this section and that includes:

- a. A statement of the child's present levels of educational performance.
 - b. A statement of measurable annual goals, including benchmarks or short-term objectives.
 - c. A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child.
 - d. An explanation of the extent, if any, to which the child will not participate with non-disabled children in the regular class and in the activities described in the clause (c).
 - e. A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in such assessment.
 - f. A statement regarding projected date for the beginning of the services and modifications needed for the child, and the anticipated frequency, location, and duration of services and modifications.
 - g. Any other components mandated by Federal or State statutes or regulations.
 - h. It is the intent of the Legislature that the individualized education program team meetings be non-adversarial and convened solely for purposes of making educational decisions for the good of the individual with exceptional needs.
- **IEP Team** The following people are required at the IEP meeting:
 - ✓ The student's parent/guardian or surrogate.
 - ✓ A special education teacher.
 - ✓ An administrator or designee who is qualified to provide or supervise the provision of instruction to meet the student's unique needs, and is knowledgeable about general education and resources of the SELPA.
 - ✓ At least one general education teacher of the student if the student is being considered for or in general education classes.
 - **Least Restrictive Environment (LRE)** provides that individuals with exceptional needs (IWENs) are educated with their non-disabled peers to the maximum extent appropriate to the needs of both. Removal of IWENs from the general education environment to placement in special classes, special schools, or institutions should occur only when the nature and severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily.
 - **License** means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
 - **Local Education Agency (LEA)** refers to the local school district and/or county office of education.
 - **Master Contract** also means Agreement and is referred to as such in this document.
 - **Mental Health Assessment** is a service designed to provide formal, documented evaluation or analysis of the nature of the student's emotional or behavioral disorder. It is conducted in accordance with, *CCR Title 9, Section 543(b), and EC 56320 through 56329* by qualified Mental Health professionals employed by or under contract with RCDMH.
 - **Mental Health Services**, when delineated on the IEP, are provided by the RCDMH program directly, or by contract. Services may include assessment, individual therapy, group therapy, and collateral services. Day treatment means services to minors who spend less than 24 hours a day in a planned comprehensive program of treatment modalities. Case management services are those designed to track and monitor a student's progress and to intervene as needed to assure availability and adequacy of treatment and necessary Mental Health services (*California Administrative Code (CAC), Title 9, Section 542 and 543*). Services not included are psychiatric hospitalization, crisis intervention, evaluation and monitoring of medication, and the cost of medications.
 - **Notification** means within fourteen (14) calendar days, unless otherwise specified.
 - **Parent** means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if

the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). In the case of a surrogate parent, RCDMH shall receive a copy of the appointment form. Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the SELPA for the provision of special education or designated instruction and services for a child (California Education Code section 56028).

- **“Pupil” or “Pupil with a Disability”** refers to those students, birth through 21 years of age, as defined in Sections 3030 and 3031 of Title 5 of the California Code of Regulations and who, because of their impairments, need special education and related services as defined in of subsections (22) and (25) of Section 1401 of Title 20 of the United States Code. This term includes handicapped children, children with disabilities and individuals with exceptional needs as defined in Section 56026 of the Education Code. The determination that an individual is a pupil with a disability is made only by an IEP team pursuant to Section 56342 of the Education Code.
- **Qualified** means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.
- **Special Education** means specially designed instruction and related services which are available only to pupils who have been identified as pupils with a disability in accordance with specific criteria outlined in the California Education Code and Title 5, and whose education needs cannot be met in the regular instructional program. Special education is an integral part of the total public education system and should be provided in a manner that promotes maximum interaction between pupils with disabilities and pupils without disabilities, to the maximum extent appropriate to the needs of both.
- **Stay put** means the last agreed upon and implemented IEP between SELPA and Parent remains in effect.

EXHIBIT B: RATES FOR 2012-2013

CONTRACTOR: Riverside County
Department of Mental Health CONTRACTOR NUMBER: _____

Rate Schedule: This rate schedule may limit the maximum number of students that can be provided specific services. The CONTRACTOR agrees to apply the same rate for the entire fiscal year unless the Master Contract is officially amended. Related services offered by CONTRACTOR, and the charges for such related services during the term of this contract shall be as follows:

A. Assessment Services

- | | | |
|-------------------------------|-------|---------------|
| 1. Initials & Re-evaluations | Rate: | \$2.59/Minute |
| 2. Psychiatric (Psychiatrist) | Rate: | \$6.00/Minute |

B. Related Services

| | <u>Rate</u> | <u>Period</u> |
|--|-------------|------------------------------------|
| (1) Individual Counseling | \$2.59 | Minute |
| (2) Counseling and Guidance (Group Therapy) | \$2.59 | Minute divided by # in group |
| (3) Parent Counseling/Collateral (Individual or Group) | \$2.59 | Minute |
| (4) Social Work Services/Case Management | \$2.59 | Minute |
| (5) Psychological Services | \$2.59 | Minute |

C. Residential Treatment: RCDMH will bill Medi-Cal for allowable mental health treatment costs for students placed in California RCL 13/14 group homes with which RCDMH has contracts for such services. SELPA is responsible for all arrangements for and payment of out-of-state placement associated mental health treatment costs and non-Medi-Cal in-state placement related mental health treatment costs.

D. Travel: Actual costs for case management outside of county will be billed to SELPA as separate invoice at actual rates for airfare and hotel, with mileage and food based on government IRS standard rates. Costs for travel time are divided by the # of students seen during visit, with proportionate share billed to SELPA.

E. Due Process: Actual personnel time spent on due process related activities will be billed to SELPA at the \$2.59 per minute rate.

F. Offset: Total claims may be offset by any payments made to CONTRACTOR by outside agencies pursuant to the term of the Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This contract is effective on July 1 and terminates at 5:00 P.M. on June 30, unless sooner terminated as provided herein. It shall be reviewed annually and revised as needed, with the option of extending if no change is needed.

Subject to the performance of the ISA and compliance with all terms and conditions of the master contract, SELPA will pay the CONTRACTOR the agreed upon rate per unit as defined in this agreement.

EXHIBIT C: INDIVIDUAL SERVICES AGREEMENT
INDIVIDUAL SERVICES AGREEMENT (ISA)
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
 (Education Code Sections 56365-56369)

New ISA Revised ISA Start Date: _____ End Date: _____

This Agreement, made and entered into this ____ day of _____, _____ between the Riverside Unified School District SELPA, hereafter referred to as "SELPA," and Riverside County Department of Mental Health, hereinafter referred to as the "CONTRACTOR", for the purpose of providing special education related services to individuals with exceptional needs under that authorization of Education Code Sections 56365-56369. SELPA has determined (1) the need for such services exists, (2) CONTRACTOR holds all required certifications and licenses and (3) CONTRACTOR is capable of and willing to provide such services.

Individual programs/related services as stated herein shall be provided for:

NAME OF STUDENT: _____ hereinafter referred to as "PUPIL." DOB: _____ M F

ADDRESS: _____ CITY: _____ STATE: CA ZIP: _____

RESIDENTIAL STATUS: PARENT FOSTER LCI RESIDENTIAL SCHOOL LEVEL: Pre-K Elementary Secondary

PUPIL's District of Residence: _____ PUPIL's School of Residence: _____

- All terms and conditions of the Master Contract, hereinafter referred to as the 'MASTER CONTRACT,' previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR shall implement the PUPIL's Individualized Education Plan (IEP) and shall request an IEP review prior to any change in the educational program and/or related services. Changes in the education services or placement provided under this contract may only be made on the basis of revisions to the PUPIL's IEP.
- The SELPA shall provide CONTRACTOR and SELPA with a copy of PUPIL's IEP and ISA upon enrollment. CONTRACTOR will provide PUPIL a program of instruction consistent with PUPIL's IEP as specified in this Individual Service Agreement (ISA).
- Parent shall not be charged for any IEP mandated service specified in this contract. No other changes under the provisions of this contract may be made as a condition of enrollment.
- Should a gap in supporting documentation for this ISA exist because of a delay in holding the annual, triennial, or interim IEP meeting within the allotted timelines, the services indicated in this ISA are authorized by the last agreed upon IEP dated: _____.
- Other provisions, as necessary, include: _____
- This ISA is by and between three independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- Authorized education and/or related services, as specified in the PUPIL's IEP, shall be provided by the CONTRACTOR up to the amount specified in the table below:

RELATED SERVICE/RATE TABLE

| SERVICE | Number of Sessions (day/week/month) | | Session Length | **Rate/Session | ***Rate Per Year |
|---------------------------------|-------------------------------------|-----|----------------|----------------|------------------|
| | | Per | | | |
| Assessment | | Per | | \$2.59/minute | |
| Individual Counseling | | Per | | \$2.59/minute | |
| Counseling and Guidance (Group) | | Per | | \$2.59/minute | |
| Parent Counseling/Collateral- | | Per | | \$2.59/minute | |
| Social Work Services/Case | | Per | | \$2.59/minute | |
| Psychological Services | | Per | | \$2.59/minute | |
| Psychiatric Evaluation | | Per | | \$6.00/minute | |

Claimed amounts may be offset by any payments received from outside agencies.

*****If CONTRACTOR is providing service based upon a yearly contract (or partial year contract) for a caseload of students in the SELPA, the rate for the CONTRACTOR will be indicated in the Master Contract.*****

The parties hereto have executed this ISA by and through their duly authorized agents or representatives.

Riverside Unified School District SELPA

(SELPA signature) (Date)

Local Education Agency: Riverside Unified School District
(LEA)

(LEA signature) (Date)

Contractor: Riverside County Department of Mental Health

(Contractor signature) (Date)

4095 County Circle Drive
Riverside, CA 92503

(Tax Identification Number)

(Contractor Address)

EXHIBIT E: MENTAL HEALTH REFERRAL PACKET
Riverside County
EDUCATIONALLY RELATED MENTAL HEALTH
REFERRAL PACKET REQUIREMENTS

Date: ___ / ___ / ___ Student: _____ Birthdate: ___ / ___ / ___

Your initials in the first column indicate your confirmation that the each of the required components is included in the referral packet. Please write N/A next to any item that is not available.

Note: If student's behavior constitutes an immediate threat to the safety of self or others, contact DMH immediately to apprise them of the circumstances.

| Initials | REQUIRED INFORMATION |
|----------|---|
| _____ | 1. A student's complete IEP or amendment contains a specific statement of referral for a mental health assessment and IEP includes parent consent |
| _____ | 2. Parent Consent for release and exchange of information between the district and County Mental Health is completed |
| _____ | 3. Referral for Mental Health Services form is completed |
| _____ | 4. Pre-Referral Documentation of Interventions form is completed |
| _____ | 5. Most recent full IEP with current goals, including social/emotional goals relevant to this referral (including any addendums or amendments) are attached |
| _____ | 6. Positive Behavior Support Plan or Positive Behavior Intervention Plan (if appropriate) is attached |
| _____ | 7. Most recent multi-disciplinary report(s), including current assessments in all areas of suspected disability, is attached |
| _____ | 8. Other relevant assessments/reports, if available (e.g. hospital discharge summary, Diagnostic Center report, behavioral report, counseling summary) List: |

School Referral Contact Information

School Psychologist: _____
 Phone #: () - _____ Email: _____
 District Administrator Approval: _____ Date: ___ / ___ / ___

Checklist of documentation required for referral to County Mental Health

EXHIBIT E: MENTAL HEALTH REFERRAL PACKET
Riverside County
EDUCATIONALLY RELATED MENTAL HEALTH
PARENT CONSENT

Date: / /

Student Name: _____ D.O.B. / / Gender: Male Female

Referring District: _____ School: _____

School Contact: _____ Phone #: () -

District Office Contact: _____ Phone #: () -

Parent Guardian Name: _____ Residency: Parent Foster LCI

Address: _____

Phone #: Home: () - Cell: () - Other: () -

Social Worker: _____ Phone: () -

Primary Home Language: _____

I hereby authorize _____ to refer the above

named student to Riverside County Mental Health Services. I hereby also agree, that the School District is authorized to release to Mental Health Services, and Mental Health Services is authorized to release to the School District any pupil records that may be of assistance to Mental Health Services or the School District in planning for this student's education program. Furthermore, I agree to allow Mental Health Services Personnel to interview school staff and to observe the student at school.

This authorization shall remain for one year from date of signature unless revoked in writing by the pupil or the pupil's parent, guardian or conservator.

Signature of Person Giving Consent

 / /

Date

If other than student giving consent, indicate relationship to pupil:

Parent Guardian Conservator* Court Appointed Representative* Surrogate Parent*

*Required written proof provided

THE PERSON GIVING SIGNATURE TO THIS RELEASE HAS THE RIGHT TO RECEIVE A COPY OF THIS AUTHORIZATION.

EXHIBIT E: MENTAL HEALTH REFERRAL PACKET
Riverside County
EDUCATIONALLY RELATED MENTAL HEALTH
REFERRAL FOR MENTAL HEALTH SERVICES

Please check one box: Active IEP Concurrent Referral Interim Placement

Date: / /

Student Name: _____ DOB: / / CA: _____ Gender: _____

School: _____ Teacher: _____ Grade: _____

Educational Services:

1. Describe the nature, severity, and duration of the student's behavior characteristics:
2. How is the student's behavior affecting his/her education program in the areas of:
 - a. Quantity and quality of task completion:
 - b. Ability to work independently:
 - c. Classroom participation:
 - d. Peer interaction:
 - e. Teacher interaction:
 - f. Unstructured activity (e.g., playground lunch, etc.):

EXHIBIT F: EDUCATIONALLY-RELATED MENTAL HEALTH SERVICES

| | |
|-----|--|
| 510 | Individual Counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program. (34 CFR § 300.34(c)(2), (CCR Title 5 §3051.9) |
| 515 | Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program. (34 CFR 300.34(c)(2); CCR Title 5 §3051.9). |
| 520 | Parent Counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.34(c)(8); CCR Title 5 §3051.11). |
| 525 | Social Work Services: Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program; and assisting parents in developing positive behavioral intervention strategies. Social work services are expected to supplement the regular guidance and counseling program. (34 CFR §300.34(c)(14); CCR Title 5 §3051.13). |
| 530 | Psychological Services: Services provided by a credentialed or licensed psychologist pursuant to an IEP. Services include obtaining and interpreting information about child behavior and conditions related to learning, planning programs of individual and group counseling and guidance services for children and parents, as informed by psychological tests, interviews, direct observation, and behavioral evaluations. Services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.34(c)(10); CCR Title 5 §3051.10).guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10). |
| 535 | Behavior Intervention Services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. (CCR Title 5 §3001(e,f,g)). |
| 540 | Day Treatment: Day Treatment and Day Rehabilitation may be provided by a school-based program or by a non-public school program. Services include, but are not limited to, assessment, plan development, therapy, rehabilitation, and educationally-related services consisting of individual counseling, counseling and guidance, parent counseling, social work services, psychological services, and behavior intervention. Services are available at least three hours and less than 24 hours each day the program is open. (9 CCR §1810.213). (Health & Safety Code, Div.2, Chap.3, Article 1, 1502(a)(3)). |

EXHIBIT F: EDUCATIONALLY-RELATED MENTAL HEALTH SERVICES

| | |
|-----|---|
| 545 | Residential Treatment Services: A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program. Assessment, full-day treatment program, and special education services, consisting of, but not limited to, individual counseling, counseling and guidance, parent counseling, social work services, psychological services, and behavior intervention, may be offered to aid students in developing the skills needed to move toward a less restricted setting (<i>Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, §5671</i>)). |
|-----|---|

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) County of Riverside | |
| | Business name/disregarded entity name, if different from above Department of Mental Health | |
| | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Government | |
| | Address (number, street, and apt. or suite no.) PO Box 7549 / 4095 County Circle Drive | Requester's name and address (optional) |
| | City, state, and ZIP code Riverside, CA 92503 | |
| | List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|---|--|
| Social security number | |
| [] [] [] - [] [] - [] [] [] [] | |
| Employer identification number | |
| 9 5 - 6 0 0 0 9 3 0 | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Robert Campbell* Date ▶ *10/25/11*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



COUNTY OF
Riverside
 HUMAN RESOURCES
Winner IPMA Award for Excellence

Risk Management Division

Post Office Box 1210, Riverside, CA 92502-1210
 (951) 955-3540 Fax (951) 955-5862

BARBARA A. OLIVIER, SPHR

Asst. County Executive Officer/
 Human Resources Director

SHAWN ATIN

Asst. Human Resources Director

CERTIFICATE OF INSURANCE OR SELF-INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW.

COVERAGES

THIS IS TO CERTIFY THAT THE SELF INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE. *COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.*

| Type of Coverage | Company and Policy Number | Policy Period | Limits of Liability Bodily Injury/Property Damage |
|--|---------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability | Self-Insured | 07/01/2012 to 07/01/2013 | \$1MM Combined Single Limit Per Occurrence |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | Permissibly Self-Insured | 7/1/2012 to 7/1/2013 | \$2MM Per Occurrence |
| <input checked="" type="checkbox"/> Medical Malpractice (Professional Liability) | Self-Insured | 10/1/2012 to 10/1/2013 | \$1.1MM Per Occurrence with no Aggregate Limit |

The County of Riverside certifies that the above self-insured program is in effect as respect to: SELPA / School District Contracts.

| | |
|---|---|
| Certificate Holder | Cancellation |
| Riverside Unified School District Moreno Valley Unified School District Corona/Norco Unified School District SELPA of Riverside County | In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof. |

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division.

July 12, 2012
 Date


 Jeffrey Hunter

cc: Kathi Albanese @ Mental Health.