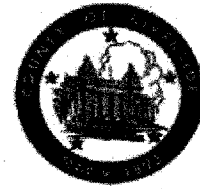


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

237



**FROM:** Department of Mental Health (RCDMH)

**SUBMITTAL DATE:**

March 19, 2012

**SUBJECT:** Approve the Memorandum of Understanding (MOU) between Special Education Local Plan Area's (SELPAs) and Riverside County Department of Mental Health on behalf of the Local Education Agencies (LEAs).

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Approve the Special Education Local Plan Areas (SELPAs) Memorandum of Understanding (MOU) between the Riverside County Department of Mental Health (RCDMH) and the SELPAs on behalf of Local Education Agencies (LEAs) for FY 2011/2012;
2. Authorize the Riverside County Chairman of the Board of Supervisors to sign the aforementioned MOU; and
3. Authorize the Riverside County Department of Mental Health Director to execute the Terms and Conditions of the MOU and to sign Master Contracts with LEAs as outlined in and required by the MOU between RCDMH and the SELPAs.

**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. However, the State Legislature, in the Budget Act for FY 2011/2012, repealed Assembly Bill 3632 and California Government Code Chapter 26.5, thereby shifting the responsibility to provide educationally-based mental health related services to students with disabilities to local education entities. Subsequently, these entities have expressed their desire to continue the provision of mental health services through the RCDMH. **(Continued on Page 2)**

JW:KJA

*Jerry Wengert*  
Jerry Wengert, Director  
Department of Mental Health

<b>FINANCIAL DATA</b>	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:	2011/2012

<b>SOURCE OF FUNDS:</b> Funding for this agreement is included in the department's FY 11/12 budget.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** **APPROVE**

**County Executive Office Signature**

*Debra Cournoyer*  
BY: Debra Cournoyer  
Debra Cournoyer

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 27, 2012  
xc: Mental Health

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

3.32

Prev. Agn. Ref.:

District: All

Agenda Number:

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 3-19-12  
DATE

Policy

Consent

Per Exec. Ofc:

ATTACHMENTS FILED  
Dep. Rec. In: [unclear]

**SUBJECT:** Approve the Memorandum of Understanding (MOU) between Special Education Local Plan Area's (SELPA's) and Riverside County Department of Mental Health on behalf of the Local Education Agencies (LEAs).

**BACKGROUND: (Cont'd)**

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, other sources of funds must be utilized to fulfill the mandate of providing educationally-based mental health related services. The SELPA's MOU and LEAs master contracts provides, for one fiscal year, utilization of Mental Health Services Act (MHSA) funds set aside through AB 100 legislation, and the ability to bill school districts for additional costs incurred in providing the educationally-based mental health services.

The SELPA's, LEAs and the RCDMH are entering into these contracts for the purpose of providing educationally-related mental health services to students with exceptional needs. It is understood that the MOU does not commit the LEAs to pay for educationally-related mental health services provided to any LEA student, or RCDMH to provide such services, unless and until an authorized LEAs representative approves the provision of educationally-related mental health services by RCDMH. 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 SELPA's MOU between RCDMH and SELPA's; and subsequently authorize the RCDMH Director to sign the LEAs Master Contracts on behalf of the RCDMH.

**PERIOD OF PERFORMANCE:**

The period of performance for the SELPA's MOU and the LEAs Master Contract is for July 1, 2011 to June 30, 2012. All agreements include contingencies and parameters that allows for the modification and termination of this agreement if funds are no longer available to provide services.

**FINANCIAL IMPACT:**

This is a fee for service based agreement. RCDMH Children's Services shall be compensated in accordance with a predetermined negotiated rate of \$2.59 per minute, as outlined in Exhibit A of the Master Contract. No additional County funds are required.

**JUSTIFICATION FOR DELAY:**

The SELPA's, LEAs and the RCDMH completed contract negotiations in mid-February 2012 and the contract is now prepared to go to the Board for approval.

**Memorandum of Understanding  
Between the Special Education Local Plan Areas (SELPA)  
on Behalf of Local Education Agencies (LEAs) and the  
Riverside County Department of Mental Health (RCDMH)  
for Educationally Related Mental Health Services for 2011-2012**

**Table of Contents**

<b>PARTIES TO AGREEMENT</b>	<b>1</b>
<b>CONTINGENCIES AND PARAMETERS</b>	<b>3</b>
<b>SPECIAL EDUCATION PROGRAM OPERATIONS</b>	<b>3</b>
Documenting Pre-Referral Interventions	4
Referral for Mental Health Evaluation	4
Interim Placement	5
Concurrent Referral	5
Assessment Reports	5
IEP Team Development and Review	6
Array of Services	7
Progress Monitoring	8
<b>RESIDENTIAL ROOM AND BOARD</b>	<b>9</b>
Referral for Case Management	9
IEP Team	9
Placement Procedures	10
Post-Placement Procedures	10
<b>REVENUES AND EXPENDITURES</b>	<b>11</b>
<b>CONTRACT FOR SERVICES</b>	<b>12</b>
General Provisions	12
Administration of Contract	12
Educational Program	12
Personnel	12
Financial	12
<b>SIGNATURES</b>	<b>12</b>

**Parties to Agreement**

This Memorandum of Understanding is an agreement ("Agreement") made and entered into between the Special Education Local Plan Areas (SELPA) in Riverside County and the Riverside County Department of Mental Health (RCDMH) on behalf of the local education agencies (LEAs) in Riverside County to facilitate the provision of educationally-related mental health services for students residing within the jurisdictional boundaries of the following SELPAs/LEAs, hereafter referred to as "Parties".

- The SELPAs: Corona Norco SELPA, Moreno Valley SELPA, Riverside County SELPA, and Riverside Unified SELPA

- The LEAs: Alvord Unified, Banning Unified, Beaumont Unified, Coachella Valley Unified, Corona Norco Unified, Desert Center Unified, Desert Sands Unified, Hemet Unified, Jurupa Unified, Lake Elsinore Unified, Menifee Union, Moreno Valley Unified, Murrieta Valley Unified, Nuvview Union, Palm Springs Unified, Palo Verde Unified, Perris Elementary, Perris Union High School District, River Springs Charter, Riverside County Office of Education, Riverside Unified, Romoland Elementary, San Jacinto Unified, Temecula Valley Unified, and Val Verde Unified.

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, rebenchded the Proposition 98 guarantee to fund mental health services that were previously provided by RCDMH per the AB 3632 mandate; and

WHEREAS, the Budget Trailer Bill includes Assembly Bill 100 one-time Proposition 63 Mental Health Services Act funding to pay for mental health service agreements between LEAs and local county mental health agencies; 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 SELPAs in Riverside County 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, AB 100, and IDEA 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, 2011, through June 30, 2012, 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:

## **Contingencies and Parameters**

1. This agreement is entered into based on the State Legislature's passage of the Budget Act for 2011-2012, which repealed AB 3632. Should legislation or the state budget enacted for the 2011-2012 fiscal year create additional obligations or constraints that impact implementation of the terms of this Agreement as written, the Parties agree to meet and confer to amend the Agreement consistent with those obligations or constraints.
2. 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.
3. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Riverside, State of California, unless otherwise specifically provided for under California law.
4. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the SELPAs and LEAs named herein and RCDMH.
5. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
6. Except as otherwise provided for herein, this Agreement shall cover the period of July 1, 2011 through and including June 30, 2012. This Agreement shall terminate as of the close of business on June 30, 2012, except as expressly provided in this Agreement. However, this Agreement may be extended by the parties' mutual written consent.
7. This Agreement, in conjunction with the Master Contract for Services, represents the entire understanding of the SELPAs/LEAs 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.

## **Special Education Program Operations**

1. The definitions of terms used in the Agreement are included in Appendix 1.
2. 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 SELPAs/LEAs shall ensure that all activities undertaken under this Agreement will conform to the requirements of these laws.

3. RCDMH and the SELPAs/LEAs 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.

### **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 LEA must review all assessments and shall ensure that:

- 1) A written parental/guardian consent has been obtained for referral to RCDMH and permission to send information to RCDMH.
- 2) A probation officer or social worker is notified if the student is a ward or dependent of the Juvenile Court (if the LEA has a release of information or court order).
- 3) An assessment has been made by LEA personnel in accordance with EC56001(j), 56324, and 56320(b)(3).
- 4) 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.
- 5) Modification of the student's special education program has not met the educational needs of the student.
- 6) The LEA, whenever appropriate, shall call RCDMH to consult on the case prior to initiating the referral procedure.

### **Referral for Mental Health Evaluation**

- 1) The LEA's special education administrator shall make the referral to RCDMH.
- 2) The LEA shall be responsible for including the following documents as part of the referral:
  - a) A fully completed Referral Packet (Appendix 2).
  - b) Current IEP indicating "referral for Mental Health assessment".
  - c) All available psychological reports.
  - d) Other appropriate reports, including but not limited to, teacher observations, behavioral contracts, behavioral plans, functional behavioral analysis and/or mental health evaluations.
  - e) If the child is a ward or dependent of the juvenile court, the Probation Officer and/or Social worker's name and phone number.
  - f) 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).
- 3) 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.

- 4) Referrals are to be made following development of an Assessment Plan and documented as indicated in this agreement.
- 5) Referral packages shall be provided within five (5) working days of the LEA's receipt of parental consent form for the referral for assessment of the pupil by RCDMH.
- 6) Referral information as described above shall be sent to the individuals designated by RCDMH as the local clinic contact person for the LEA.

#### **Interim Placement**

30 day Interim Placements occur when an existing IEP from a prior LEA/SELPA indicates that a student was receiving a special education program and services. If the LEA wants RCDMH to provide educationally-related mental health services pursuant to the IEP from the previous school district, the LEA 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 LEA that they do not provide such services and assist the LEA in finding comparable services. RCDMH will participate in the 30 Day Administrative Placement process, if provided with a notice of meeting by the LEA within a reasonable time.

#### **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).

- 1) 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).
- 2) The LEA shall be responsible for the following:
  - a) The LEA shall call and provide written notice to RCDMH to apprise them of the concurrent referral being made.
  - b) A fully completed Referral Form Packet (Appendix 2).
  - c) All available reports. Note: Psychological Reports may not be available.
  - d) If the child is a ward or dependent of the Juvenile Court, the worker's name and phone number.
  - e) A proposed date for the IEP meeting and including it with the referral being made.
- 3) The LEA and RCDMH will communicate regularly during the assessment process regarding findings.

#### **Assessment Reports**

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

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

#### **IEP Team Development and Review**

- 1) 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)].
- 2) 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.
- 3) RCDMH may only recommend educationally related mental health services and such determinations will only be advisory to and not otherwise binding upon the LEA.
- 4) 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.
- 5) Special education and related services shall commence as soon as possible following the development of an IEP.



- 6) 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.

**Array of Services**

- 1) Upon request of a LEA via the referral procedures described herein and pursuant to IEPs developed by the LEA, RCDMH agrees to provide educationally related mental health services to eligible LEA students during the term of this Agreement.
- 2) Assessment services may include processing referrals, assessment and re-assessment, preparation of reports, IEP team meeting attendance, and consultation.
- 3) Direct educationally related mental health services may include those described below:

510	<u>Individual Counseling:</u> 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. .
515	<u>Counseling and guidance:</u> 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 300.306; CCR Title 5 §3051.9).
520	<u>Parent Counseling:</u> 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 §300.31(b)(7); CCR Title 5 §3051.11).
525	<u>Social Work Services:</u> Social Work services, provided pursuant to an IEP by a qualified individual, include, 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; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(13); CCR Title 5 §3051.13).

530	<u>Psychological Services:</u> These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; 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. These 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.
535	<u>Behavior Intervention Services:</u> A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to the student's educational program and placement in the least restrictive environment.
540	<u>Day Treatment Services:</u> Structured education, training and support services to address the student's mental health needs.
545	<u>Residential Treatment Services:</u> A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program.

### **Progress Monitoring**

- 1) The LEA shall schedule an IEP meeting to review IEPs at least annually except when residential placement is on the IEP. With residential placement, a review shall occur every six months.
- 2) The IEP meeting shall be scheduled at a mutually agreed upon time and place.
- 3) 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.
- 4) The LEA shall provide a copy of the written triennial report to the RCDMH staff member who will participate in the meeting.
- 5) At the triennial IEP meeting RCDMH staff shall provide a written report to the LEA which covers the following areas:
  - a) Child's current social/emotional adaptation and its effect on the child's education.
  - b) Progress in treatment and need for continued services including frequency, duration, and location.
  - c) Progress in reaching current IEP goals (and benchmarks, if appropriate) and recommendations on proposed and/or revised goals (and benchmarks, if appropriate).
  - d) Any other area of assessment related to the student mental health needs as requested by the LEA and included in the Assessment Plan.
- 6) The LEA shall provide information to the RCDMH caseworker on grading period timelines and forms for IEP progress reports. RCDMH shall provide progress reports to the LEA consistent with the IEP identified progress report periods.
- 7) RCDMH treatment staff member will contact the LEA 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).
  - a) The IEP meeting will be scheduled by the LEA within a reasonable period of time (e.g., within 30 days) to discuss and document this proposed change.
  - b) RCDMH staff will provide the LEA 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.

## **Residential Room and Board**

This Agreement addresses the referral procedures, IEP team, residential placement procedures, roles and responsibilities, and post placement procedures.

### **Referral for Case Management**

1. If a pupil is not making educational benefit in his/or current services and the reason suspected for this lack of progress may be related to mental health needs, the IEP team can consider making a referral for case management evaluation.
2. If this is decided, the IEP team shall indicate "referral for case management evaluation" in IEP and send current IEP and assessment information to RCDMH.
3. 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.
4. RCDMH will conduct the evaluation and provide a report as previously described under "Assessment Reports" within the 60 day timeline.

### **IEP Team**

1. 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.
2. When the IEP Team convenes to discuss the RCDMH assessment recommendations, the following will occur:
  - a. 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.
    - 1) Prior to the determination that a residential placement is necessary for the pupil to receive FAPE, the IEP team shall consider less restrictive alternatives.
    - 2) 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.
    - 3) Such documentation can be included in the IEP Team Summary Notes Page and/or as a Prior Written Notice.
  - b. 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.
  - c. 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.

### **Placement Procedures**

1. RCDMH shall designate a case manager to finalize the placement plan to make the placement as soon as possible.
2. The LEA 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.
3. RCDMH shall identify the appropriate setting, check with the facility regarding bed openings, have the parent complete the packet, etc.
4. The SELPA shall execute a master contract with the residential facility.
5. If the LEA decides to place a student in a non-California certified program, the LEA 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.
6. The LEA shall be responsible for:
  - a. The transportation of a pupil with a disability to and from the educationally-related mental health services specified on the pupil's IEP;
  - b. The transportation of a pupil to and from the residential placement as specified on the IEP; and
  - c. 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).
7. RCDMH shall:
  - a. 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.
  - b. Advise the LEA and SELPA of the acceptance of the residential placement.
8. 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.
9. If an appropriate non-profit, in-state placement cannot be found, the IEP Team can recommend an out of state facility.
  - a. 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.
  - b. For educational purposes, the pupil shall receive services from a privately operated, non-medical and non-detention school certified by CDE.
  - c. RCDMH shall contact the out of state facility to verify non-profit status.

### **Post-Placement Procedures**

1. RCDMH 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 LEA shall initiate an IEP team meeting every six months for any child residentially placed pursuant to this Agreement. RCDMH 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 RCDMH 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.

## **Revenues and Expenditures**

1. RCDMH agrees to provide educationally related mental health services to students with disabilities residing in the Riverside County SELPAs/LEAs at a rate agreed to in the Contract for Services.
2. RCDMH agrees to provide only those services identified on a student's IEP at the frequency, location, and duration during the regular school year and extended school year as identified on the IEP. During this transition year, RCDMH may use other funds (i.e., AB 100, Medi-Cal) at RCDMH discretion to cover any funding exceptions.
3. RCDMH agrees to seek out and apply for other sources of county, state, or federal funding, including but not limited to, funding from Medi-Cal and EPSDT at least to the same extent as in prior years.
4. Such funding and/or reimbursements received by RCDMH for services shall offset the total RCDMH costs for the services, and the revenue offset shall be reflected in the net costs for services invoiced to the SELPAs. RCDMH shall provide the SELPA with documentation of the funding and/or reimbursements received to offset the total RCDMH costs for services invoiced to the SELPA.
5. The Parties agree to maximize resources and expenditures by utilizing the various grant awards in a judicious manner.
  - a. During this transition year, RCDMH agrees to utilize the AB 100 funds, and other sources of funds as available, to provide mental health services beyond educational services documented in the IEP should mental health deem them appropriate (e.g., services when school is not in session, to cover transportation costs for case management travel) to minimize costs to SELPAs/LEAs. NOTE: specifics cannot also be included in base rate charge.
  - b. The LEAs 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.
    - i. The SELPA of residence will initiate a master contract with each residential facility recommended by the IEP team for a student residing within the SELPA.
    - ii. RCDMH will continue to provide the following supports:
      1. actively participate in IEP team meetings,
      2. seek residential placement options,
      3. be a liaison between the residential facility and SELPA/LEA,
      4. monitor the student's performance while in residential placement,
      5. facilitate parental involvement for reunification,
      6. contract directly with residential facilities for any in state RCL level 14 Medi-cal eligible mental health "patch" services,

7. contract directly with out of state residential facilities for mental health patch services; and
  8. provide recommendations to the IEP team on educationally related mental health services or other necessary MH treatment.
- c. The SELPAs agree to fund educationally related mental health services at a rate agreed to in the Contract for Services not covered by AB 100 funds.

## **Contract for Services**

This Agreement is supplemented by the Master Contract for Services between each SELPA and RCDMH. The Contract includes the following components, which are incorporated herein.

### **General Provisions**

Master contract; compliance with laws, statutes, regulations, LEA/SELPA policies and procedures; term of master contract; integration/continuance of contract following expiration or termination; master contract disputes; individual services agreement; definitions and acronyms.

### **Administration of Contract**

Notices; maintenance of records; severability clause; successors in interest; venue and governing law; modifications and amendments required to conform to administrative guidelines; termination; insurance; indemnification and hold harmless; independent contractor; conflicts of interest; nondiscrimination.

### **Educational Program**

Free and appropriate public education; general program of instruction; instructional minutes; calendars; data reporting; least restrictive environment; positive behavior interventions; IEP team meetings; due process proceedings; complaint procedures; LEA student progress reports and assessments; withdrawal of LEA student from program; parent access; services and supervision on public school campuses; monitoring; confidentiality and use of electronic web-based IEP systems.

### **Personnel**

Clearance requirements; staff qualifications; verification of licenses, credentials and other documents; health and safety; incident/accident reporting; child abuse reporting; sexual harassment; reporting of missing children.

### **Financial**

Enrollment, contracting, service tracking, attendance reporting, and billing procedures; right to withhold payment; payment from outside agencies; payment for absences; inspection and audit; rate schedule.

## **Signatures**

The signatories of this Agreement or their designee shall be responsible for assuring the agreements are implemented. Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this

Agreement by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of state or federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any excess costs if the failure to perform the Agreement arises from any of the contingencies listed above.

This Agreement shall not be effective unless and until each of the Parties execute this Agreement thru their respective Governing Boards.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers in the County of Riverside, California. This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the undersigned parties.

Chairman of the Board of Supervisors JOHN TAVAGLIONE

By [Signature] Date MAR 27 112

Title \_\_\_\_\_ KECIA HARPER-IHEM, Clerk

Corona-Norco SELPA By [Signature] DEPUTY

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Moreno Valley SELPA

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Riverside City SELPA

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Riverside County SELPA Joint Powers Agreement:

By \_\_\_\_\_ Date \_\_\_\_\_

Title: Governance Council Chair

## Appendix 1: Definitions of Terms Used in the Agreement

- **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).

- **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.

- **IEP Team**

An IEP team is constituted in accordance with Section 56341 of the Education Code (EC) and includes all members identified under “IEP Team” and the following:

- ✓ The student (if appropriate).
- ✓ An individual who can interpret the assessment results. California Education Code (EC) requires that this person be a different person than one of the people above if this meeting is a three-year review. The reauthorization of IDEA allows this person to be one of the above people of the mandated IEP team.
- ✓ A representative from an agency who is providing services [e.g., California Children’s Services (CCS), Department of Rehabilitation (DR), Inland Regional Center (IRC), or RCDMH].
- ✓ At parents or agency’s discretion, other individuals who have knowledge or expertise regarding the student.

- **Individualized Education Program (IEP)**

The term “individualized education program” or “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.



## Appendix 1: Definitions of Terms Used in the Agreement

- 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 LEA.
    - ✓ 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)**  
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.
  - **Local Education Agency (LEA)**  
LEA refers to the local school district and/or county office of education.
  - **RCDMH**  
Refers to the Riverside County Department of Mental Health.
  - **Mental Health Assessment**  
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**  
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

## Appendix 1: Definitions of Terms Used in the Agreement

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.

- **RCDMH Staff**  
Shall indicate the individuals designated by the Riverside County Department of Mental Health to provide Mental Health assessments and services.
- **Parent**  
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/Child**  
Children who are certified as eligible for special education, are between the ages of 3 years and 21 years inclusive who have not obtained a high school diploma. (Students who turn 22 may stay in school as specified in EC 56026). Children younger than 3 years may be served in some cases (EC 56026).
- **"Pupil" or "Pupil with a Disability"**  
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.
- **Special Education**  
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

## **Appendix 1: Definitions of Terms Used in the Agreement**

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.

## Appendix 2 – Complete Mental Health Referral Packet

### Riverside County MENTAL HEALTH REFERRAL PACKET REQUIREMENTS

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Student: \_\_\_\_\_ Birthdate: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Your initials in the first column indicate your confirmation that 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:
<b>School Referral Contact Information</b>	
School Psychologist: _____	
Phone #: ( ) - _____	Email: _____
District Administrator Approval: _____ Date: ____ / ____ / ____	

*Checklist of documentation required for referral to County Mental Health*

**Appendix 2 – Complete Mental Health Referral Packet**

**Riverside County  
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.

**Appendix 2 – Complete Mental Health Referral Packet**

**Riverside County  
MENTAL HEALTH  
PRE-REFERRAL DOCUMENTATION OF INTERVENTION**

Date:  / / Student: \_\_\_\_\_ D.O.B.:  / /

The LEA has determined that the educational needs of this child exceed the benefits that can be achieved through the provision of related services. The related services may include but are not limited to special education program modifications, counseling and guidance services, psychological services, behavioral services, referral/linkage to other services, and/or parent counseling/training. Use additional pages as needed.

<p><b>PRE-REFERRAL INTERVENTION</b></p> <p>a. Date the Service Began _ / _ /</p> <p>b. Frequency (i.e. twice a week)</p> <p>c. Duration (i.e. 30 minutes)</p> <p>d. Setting (where/how)</p>	<p>1. Description of service provided:</p> <hr/> <p>2. Describe in what way this service has not met the student's needs (cite examples):</p> <hr/> <p>3. Describe other services or interventions considered but found to be inadequate or inappropriate to meet the needs of the student:</p>
<p><b>PRE-REFERRAL INTERVENTION</b></p> <p>a. Date the Service Began _ / _ /</p> <p>b. Frequency (i.e. twice a week)</p> <p>c. Duration (i.e. 30 minutes)</p> <p>d. Setting (where/how)</p>	<p>1. Description of service provided:</p> <hr/> <p>2. Describe in what way this service has not met the student's needs (cite examples):</p> <hr/> <p>3. Describe other services or interventions considered but found to be inadequate or inappropriate to meet the needs of the student:</p>
<p><b>PRE-REFERRAL INTERVENTION</b></p> <p>a. Date the Service Began _ / _ /</p> <p>b. Frequency (i.e. twice a week)</p> <p>c. Duration (i.e. 30 minutes)</p> <p>d. Setting (where/how)</p>	<p>1. Description of service provided:</p> <hr/> <p>2. Describe in what way this service has not met the student's needs (cite examples):</p> <hr/> <p>3. Describe other services or interventions considered but found to be inadequate or inappropriate to meet the needs of the student:</p>

## Appendix 2 – Complete Mental Health Referral Packet

### Riverside County MENTAL HEALTH REFERRAL FOR MENTAL HEALTH SERVICES

Please check one box:  Active IEP  Concurrent Referral  Interim Placement

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.):