

**MEMORANDUM OF UNDERSTANDING 006-F1511
Amendment I**

between
EL DORADO COUNTY OFFICE OF EDUCATION
and
LAKE TAHOE UNIFIED SCHOOL DISTRICT
and
COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY

This Amendment I to that Memorandum of Understanding 006-F1511, is made and entered into by and between the El Dorado County Office of Education (EDCOE) as the Administrative Unit of the El Dorado County Special Education Local Plan Area (SELPA), the Lake Tahoe Unified School District as the Tahoe Alpine SELPA (jointly referred to herein as the SELPAs), and the County of El Dorado, also a political subdivision of the State of California (hereinafter referred to as County), through its Health and Human Services Agency (HHS);

RECITALS

WHEREAS, the SELPAS and County have collaboratively determined that it is necessary to provide a framework to assist those individual students diagnosed with exceptional needs have the opportunity to achieve an appropriate level of psychological, social, and educational functioning in school, in accordance with Memorandum of Understanding 006-F1511, dated July 22, 2014, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article I – Term, Article II - Scope of Services, Article IX – Termination, Article X – Change of Address, and Article XI – Notice to Parties; amend and replace Exhibit A, “Authorization to Use/Disclose Protected Health Information”** and

WHEREAS, the parties hereto have mutually agreed to add **Article XXI – Audit by California State Auditor, Article XXII – Taxes, “Exhibit C, Request for Specialty Mental Health Services”** and; renumber **Article – XXI Entire Agreement** to accommodate the insertion of the aforementioned Articles.

NOW, THEREFORE, the parties do hereby agree that Memorandum of Understanding 006-F1511 shall be amended a first time as follows:

Articles I, II, IX, and X are amended in their entirety to read as follows:

ARTICLE I

Term: This Amendment I shall become effective when fully executed by all parties hereto and MOU 006-F1511 shall then cover the period of July 1, 2014 through June 30, 2017, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article titled "Termination."

ARTICLE II

Scope of Services: The purpose of this MOU is to specify the responsibilities of the SELPAS and the County with respect to the provision of mental health services to eligible special education students. This MOU is based on a common interest for those special education students who require mental health services in order to benefit from their educational program. This MOU does not cover all public mental health services available to students but is limited to those services that may be recommended by an Individualized Education Program (IEP) team in connection with the identification, assessment, treatment, or placement of a student who is or may be eligible for special education.

This MOU covers all Local Education Agencies (LEAs) who participate in the SELPAs and that participation obligates those LEAs to the terms of this MOU.

Any residential placement services that are approved as a part of any IEP will be arranged and paid for directly by SELPAs. This will include all mental health services associated with such residential placements unless County HHSA is specifically authorized to provide such mental health services per an IEP or Individual Mental Health Service Plan (IMHSP) in accordance with the terms herein.

The SELPAs and County each agree to furnish facilities, personnel, and services necessary to provide the services set forth herein.

Upon execution of this MOU through termination of this MOU, LEAs agree to authorize educationally-related mental health services (ERMHS) as set forth in approved IMHSPs that are established for eligible students, using a mutually agreed upon format. LEAs will develop IMHSPs in accordance with this MOU to authorize County HHSA to provide ERMHS either through direct service or subcontracting for services. An IMHSP shall identify the specific LEA student that shall receive ERMHS from County HHSA and the specific amount, frequency, and location of the ERMHS, which shall be in accordance with each specific student's IEP or IMHSP. County HHSA shall ensure that only the ERMHS described in an IMHSP with a LEA shall be provided to a student, with the exception of unplanned and/or psychiatric emergency services as may be requested by the LEA.

LEAs may choose not to enter into IMHSPs with County HHSA to provide services, in which case the LEAs and SELPAs shall not be responsible for the costs of any services provided by County HHSA to students. If a LEA chooses not to enter into IMHSPs with County HHSA to

provide service, the LEA shall have the sole responsibility to ensure its students receive all ERMHS according to the student's IEP. It is specifically understood and agreed that County shall at all times ensure that services are provided in strict accordance with a student's IEP and should there be any differences or conflicts between a student's IEP and any applicable IMHSP, a student's IEP shall control.

Responsibilities of SELPAS and LEAs:

- A. LEA shall identify students who may benefit from Specialty Mental Health Services according to the terms herein
- B. LEA Principal or delegated staff person will:
 - 1. Assist the parent in completing the “Request for Specialty Mental Services” form, attached here to as Exhibit C and incorporated by reference herein, requesting a mental health assessment.
 - 2. Request the parent to sign the “Authorization to Use/Disclose Protected Health Information (PHI) & Protected Individual Information (PII)” Form, attached here to as Revised Exhibit A 006-F1511 Amendment 1 and incorporated by reference herein, authorizing the release and exchange of all relevant information between the LEA and the HHSA Mental Health Services Provider.
 - i. Authorization will be in accordance with Federal and State laws related to confidentiality of student medical records and medical confidentiality laws. Authorization forms will be signed by the parent or guardian; if the child is age twelve (12) or older, the authorization will also be signed by the child.
 - 3. LEA to provide HHSA with a faxed copy of “Request for Specialty Mental Services” form and a copy of the signed “Authorization to Use/Disclose Protected Health Information (PHI) & Protected Individual Information (PII)” Form by fax to (530) 295-2596 Attn: Manager of Mental Health Programs – Utilization Review
 - 4. If a parent does not have a telephone, LEA will facilitate the referral process by calling HHSA Mental Health.
 - i. LEA will notify the Mental Health staff they are calling to assist a parent with accessing Mental Health Services and ask to speak with an Intake Clinician.
 - ii. LEA will notify the parent that the call should take 20 to 30 minutes.
- C. LEA to provide the HHSA Mental Health Service Provider with a copy of the written parental consent to conduct a mental health assessment, and for observation of the student by a Mental Health Service Provider in an educational setting. Consent will be in accordance with Federal and State laws related to the assessment process.
- D. LEA shall provide parent with written assessment report and/or other documentation as deemed appropriate.
- E. LEA shall schedule and arrange for IEP team meetings within required timeframes, providing at least one (1) week notice to the Mental Health Service Provider.
- F. LEA shall provide initial and revised IMHSP documents to the Mental Health Service Provider in a timely manner to enable the timely provision of clinically appropriate services deemed necessary by the IEP team.

- G. LEA shall furnish clinically appropriate office space for use by the Mental Health Service Provider.

Responsibilities of County: The County will ensure the following items either by direct service or through the service of subcontractors:

- A. Upon receipt of “Request for Specialty Mental Health Services” form, log the faxed referral in its’ Electronic Health Record (EHR).
- B. An Intake Clinician will initiate an outreach telephone call to the parent to determine student eligibility for Specialty Mental Health Services.
- C. Conduct the mental health assessment in accordance with Federal and State Individuals with Disabilities Education Improvement Act of 2004 (IDEA) laws, as from time to time may be amended. The assessment will include:
 - 1. standardized assessment measurements (such as, but not necessarily limited to, the Children’s Assessment Level of Care Utilization System, referred to as CALOCUS) whenever possible;
 - 2. observation of the student in the educational setting;
 - 3. parent interview, when appropriate; and
 - 4. review of therapy records and reports
- D. Complete a written assessment report with the following documentation:
 - 1. A description of the present levels of performance in the area of social and emotional development.
 - 2. Recommendations for types of services needed to ensure access to the student’s educational program.
- E. Provide the LEA with a written assessment report within sixty (60) calendar days after receiving written parental consent and the IMHSP from the LEA authorizing the assessment, except that the due date for the report will be extended for any periods of time exceeding ten (10) days that the student is not attending school.
- F. Participate in the IEP team meeting to review the assessment reports, discuss recommendations, and determine the need for mental health as a related service.
 - 1. If a student is deemed by the IEP team to be eligible for mental health services, the HHSA Mental Health Services Provider shall provide measureable goals and objectives.
- G. Ensure that therapy sessions will occur at the student’s classroom site or other clinically appropriate site, including but not necessarily limited to, the County Mental Health outpatient clinics or subcontractor’s location, as determined by the IEP team and documented in the IEP and/or IMHSP.
- H. Ensure that the students who are transferring/moving into the LEA from another LEA, county, or state will receive interim mental health services as specified in the existing IEP pursuant to California Education. Code 56325, for a period not to exceed thirty (30) calendar days.
- I. Participate in an IEP team meeting within thirty (30) calendar days of the student’s transfer from another LEA, county, or state, to review interim mental health services.
- J. Ensure that the student is offered the option to participate in make-up therapy sessions for scheduled sessions that were lost due to any reason other than student absence from school.

- K. Provider of services, either County or subcontractor, shall document student attendance at each therapy session and provide documentation to LEA for review upon request.
- L. Monitor therapy progress and update/provide progress toward goals and objectives, per IEP specifications.
- M. Ensure that therapy sessions, as set forth in the IMHSP, only when school is in session, unless the IEP or IMHSP specify services outside of that time frame.
- N. Ensure no change in services or service delivery model without concurrence from the IEP team and receipt of a revised IMHSP.

ARTICLE IX

Termination: This MOU may be terminated by either party for any reason upon a minimum of forty-five (45) days written notice to the other party. If such termination is effected, the SELPAS will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which the SELPAs may agree to in writing as necessary for contract resolution. In no event, however, shall the SELPAs be obligated to pay more than a total amount determined after consideration of funds received by County pursuant to Article III, Compensation for Services, above as applicable. Upon Notice of Termination, County shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article X

Change of Address: In the event of a change in address for SELPA's principal place of business, a SELPA's Agent for Service of Process, or Notices to Parties, SELPA shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

Article XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS UNIT
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: PURCHASING AGENT

Or to such other location as the County directs.

Notices to SELPAs shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION
6767 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: EXECUTIVE DIRECTOR

And to:

LAKE TAHOE UNIFIED SCHOOL DISTRICT
1021 AL TAHOE BOULEVARD
SOUTH LAKE TAHOE, CA 96150
ATTN: SUPERINTENDENT

Or to such other location as the SELPAS directs.

Articles XXI, and XXII are hereby added as follows:

ARTICLE XXI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXII

Taxes: Contractor certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

Former Article XXI is hereby renumbered as Article XXIII and shall read as follows:

ARTICLE XXIII

Entire Agreement: This Agreement for Services #006-F1511 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #006-F1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Patricia Charles-Heathers
Patricia Charles-Heathers, PH.D, Assistant Director
of Health Services
Health and Human Services Agency

Dated: 6/15/15


Requesting Department Head Concurrence:

By: Don Ashton
Don Ashton, M.P.A., Director
Health and Human Services Agency


Dated: 6/15/2015

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that MOU #006-F1511 on the dates indicated below.

-- EL DORADO COUNTY OFFICE OF EDUCATION --

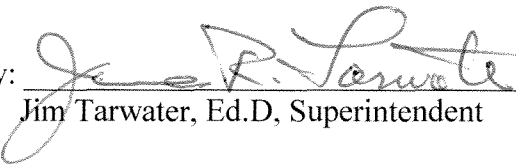
By: 
Jeremy M. Meyers, Superintendent

Dated: 9/18/15

By: 
Robbie Montalbano, Associate Superintendent

Dated: 9.17.15

-- LAKE TAHOE UNIFIED SCHOOL DISTRICT --

By: 
Jim Tarwater, Ed.D, Superintendent

Dated: 9/24/15

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

Exhibit C



EL DORADO COUNTY MENTAL HEALTH DIVISION
REQUEST FOR SPECIALTY MENTAL HEALTH SERVICES

TYPE OF REFERRAL: STANDARD URGENT!

CONTACT INFORMATION

NAME ALIAS

STREET ADDRESS

PHONE NUMBER(S) DATE OF BIRTH

ETHNICITY LANGUAGE PREFERRED SOCIAL SECURITY NUMBER

MARITAL STATUS SINGLE DIVORCED MARRIED
GENDER MALE FEMALE

PARENT/LEGAL GUARDIAN FIRST NAME CLIENT BIRTH CITY/STATE

EDUCATION/CURRENT GRADE OCCUPATION EMPLOYMENT STATUS

INSURANCE / MEDI-CAL NUMBER AND ISSUE DATE SMOKER YES NO

EMERGENCY CONTACT

NAME PHONE NUMBER

ADDITIONAL INFORMATION / REASON FOR REFERRAL