ORIGINAL

MEMORANDUM OF UNDERSTANDING # 048-162-M-R2011

between EL DORADO COUNTY OFFICE OF EDUCATION

and

COUNTY of EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION

and COUNTY of EL DORADO DEPARTMENT OF HUMAN SERVICES

This Memorandum of Understanding (MOU), 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 Lake Tahoe Unified SELPA, (jointly referred to herein as the "SELPAS"), and the County of El Dorado, a political subdivision of the State of California, through its Health Services Department, Mental Health Division (MHD) and its Department of Human Services (DHS) (jointly hereinafter referred to as COUNTY);

RECITALS

WHEREAS, the SELPAS and COUNTY have collaboratively determined that it is necessary to provide a framework to assure that those individual students diagnosed with exceptional needs have the opportunity to achieve a higher level of psychological, social and educational functioning in school; and

WHEREAS, EDCOE is the administrative unit for the El Dorado County Special Education Local Plan Area (SELPA), and is therefore authorized to act on behalf of SELPA to develop an MOU to facilitate the provision of mental health services; and

WHEREAS, COUNTY has represented to the SELPAS that it is specially trained, experienced, expert and competent to perform the special services required hereunder and the SELPAS has determined to rely upon such representations; and

WHEREAS, DHS, as the COUNTY's welfare department and pursuant to Welfare and Institutions Code Section 18352, may, at their option and with approval of the State Department of Social Services and other appropriate agencies, enter into agreements with other local agencies for the delivery of a single payment for all related services for a seriously emotionally disturbed child to a residential care provider; and

WHEREAS, DHS, has the established procedures and contracts required to make payments to residential care providers upon receipt of authorization documents from MHD for the placement of any seriously emotionally disturbed child who has been placed out-of-home pursuant to an individualized education program developed under Section 7572.5 of the Government Code; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article I. TERM

This MOU shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2011 through June 30, 2011, unless terminated earlier pursuant to provisions of Article IX herein.

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 and shared responsibility 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 which 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.

The SELPAS and COUNTY each agree to furnish facilities, personnel and services necessary to provide the services set forth in Exhibit "A" marked "Description of Services and Responsibilities," incorporated herein and made by reference a part hereof.

The State mandate imposed on the COUNTY by AB 3632, incorporated into Chapter 26.5 of the California Government Code, "Interagency Responsibilities For Providing Services To Children With Disabilities" has been suspended pursuant to Section 6 of Article XIIIB of the California Constitution and Sections 17550 et al, of the Government Code. All references to AB 3632 and Chapter 26.5 of the California Government Code, Section 7570 et seq., as well as all implementing and related codes/regulations, are included for the purpose of clarity and convenience only in order to describe the services that SELPAS now wish to procure from COUNTY pursuant to this MOU. All parties herein acknowledge that the AB 3632 mandate on COUNTY is suspended and COUNTY will only continue performance of such services as a contractor to SELPAS.

This MOU covers all Local Education Agencies (LEA's) who participate in the SELPA and that participation obligates those LEA's to the terms of this MOU.

Article III. COMPENSATION FOR SERVICES

Section 3.01 COUNTY shall submit invoices to the SELPAS for services performed pursuant to this MOU.

For services provided herein, the SELPAS agree to pay COUNTY in arrears and within thirty (30) days following the SELPAS' receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this MOU, the SELPAS' payments for mental health services shall be based upon the lower of: a) County of El Dorado Board of Supervisors approved published rates for Mental Health Services, as set forth in Exhibit "B" marked "El

Dorado County Published Rates for Mental Health Services," incorporated herein and made by reference a part hereof, or any subsequent, superseding rates for Mental Health Services as may be approved by the Board of Supervisors, or b) State Maximum Allowable (SMA) rates set forth in Exhibit B marked "Fiscal Year 2010-11 Short-Doyle/Medi-Cal Maximum Reimbursement Rates," incorporated herein and made by reference a part hereof, or any subsequent, superseding SMA rates as determined by the State during the term of this MOU, plus allowable administration fees, which are currently set by the State at fifteen percent (15%). The provisional rate shall be defined as the lower of a) or b) as described above.

Payment shall be made for actual services rendered and shall not be made for services the client did not attend or receive. Each invoice shall describe: a) units of service by individual client served, b) dates of service detail for each client, c) location of service, and d) program number of individual client.

The SELPAS' payment for residential placements shall be based upon actual cost of placement(s) and as invoiced by DHS.

Section 3.02 COUNTY reserves the right to increase or decrease its published rates for Mental Health Services from those listed herein to reflect changes in cost by giving the SELPAS thirty (30) days written notice of such change. MHD reviews published rates annually, and if warranted recommends rate changes to County of El Dorado Board of Supervisors for approval.

Section 3.03 For all clients receiving services with coverage under Medi-Cal or Healthy Families programs the following payment procedures will apply:

- a. COUNTY will bill Medi-Cal or Healthy Families when applicable.
- b. Service costs that cannot be billed to or are not paid for by Medi-Cal or Healthy Families shall remain the financial responsibility of the SELPAS with the exception noted in Section 3.05 below.
- c. Any credit provided to the SELPAS for a Medi-Cal or Healthy Families billing that is subsequently disallowed shall be reimbursed by the SELPAS to COUNTY.

Section 3.04 Any mental health services that are billed to/paid by the SELPAS under Memorandum of Understanding 048-159-M-R2010 (which addresses the transfer of Federal Individuals with Disabilities Education Act funding from EDCOE to MHD for specified mental health services provided to eligible students) will not be payable under this MOU.

Section 3.05 The parties acknowledge that among other suits which have been filed, the COUNTY has joined in a lawsuit filed in Sacramento County Superior Court to verify that the AB 3632 mandate on counties has been suspended. The parties further acknowledge that the AB3632 mandates may be subject to further Legislative action. In the event that any final court decision or Legislative action determines that the State mandate imposed on the COUNTY by AB 3632, Chapter 26.5 of the California Government Codes, is not suspended for any period affecting this MOU, all parties agree herewith that the SELPAS do not owe compensation to COUNTY as set forth in Sections 3.01 through 3.04 for the effective period of any such ruling and will be reimbursed by COUNTY for any such funds paid under this MOU.

In the event that the State mandate imposed on the COUNTY by AB 3632 is not suspended, it is agreed by the parties that they will meet with an intent to reinstate the MOU that was previously in place, subject to any further considerations applicable at that time.

Section 3.06 Total Not to Exceed for MOU is \$525,000. This amount is predicated on current caseloads and residential placements. If caseloads, and/or the number of residential placements or service costs were to change in a significant way the parties agree to meet and discuss revisions to the amount agreed upon.

Article IV. COST REPORT

Section 4.01 MHD shall submit a copy of the annual California Department of Mental Health's Cost Report (Cost Report) to the SELPAS for the preceding fiscal period of July 1 through June 30 (Fiscal Period) within fifteen (15) days after submission to California Department of Mental Health (DMH). MHD shall prepare the Cost Report in accordance with the DMH Cost and Financial Reporting System Local Program Financial Support Instruction Manual.

Section 4.02 The Cost Report shall be the final financial record of services rendered under this MOU, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by MHD and available at any time to the SELPAS' Administrator upon reasonable notice.

Section 4.03 It is agreed between the SELPAS and MHD that the provisional rates stated in this MOU are intended to approximate the MHD's actual costs. Should the actual rate as determined in the Cost Report for the Fiscal Period be less than the provisional rate, MHD agrees to reimburse the SELPAS for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to the SELPAS no later than January 31st following the Fiscal Period. Based upon written approval of the the SELPAS' Superintendent, this reimbursement may be made via monthly installment payments for up to six (6) months.

Should the actual rate as determined in the Cost Report for the Fiscal Period be more than the provisional rate, the SELPAS agree to reimburse MHD for costs incurred by MHD in excess of the provisional rate, but not to exceed the SMA rates plus allowable administration fees, as determined in accordance with Section 3.01.

Article V. HIPAA COMPLIANCE

All data, together with any knowledge otherwise acquired by the parties during the performance of services provided pursuant to this MOU, shall be treated by the parties and the parties' staff as confidential information. The parties shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the parties receive any individually identifiable health information ("Protected Health Information" or "PHI"), the parties shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

Article VI. MANDATED REPORTER REQUIREMENTS

All parties acknowledge and agree to comply with mandated reporter requirements pursuant to the provisions of California Penal Code Section 11164 et seq, also known as The Child Abuse and Neglect Reporting Act.

Article VII. RECORDS RETENTION

Section 7.01 COUNTY shall maintain medical records required by the California Code of Regulations (CCR). COUNTY shall maintain client medical and/or clinical records for a minimum of seven (7) years following the date of last service, except for minors. Records of minors must be maintained for at least one (1) year after a minor has reached age eighteen (18), but in no event for less than seven (7) years beyond the date of last service.

Section 7.02 COUNTY shall keep books and financial records for each Client served under this MOU for five (5) years together with complete and adequate financial records for all expenditures made by COUNTY in connection with the administration of the program. Such records shall be open for inspection on request by the SELPAS' Administrator, or designee, at times mutually agreed upon by the parties hereto.

Article VIII. CHANGES TO MOU

This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article IX. TERMINATION

Section 9.01 Termination or Cancellation without Cause

This MOU may be terminated by either party for any reason upon a minimum of thirty (30) 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 the total amount of this MOU or an amount determined pursuant to Section 3.05 above if applicable. Upon receipt of a 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. 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 SERVICES DEPARTMENT 931 SPRING STREET PLACERVILLE, CA 95667 ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

COUNTY OF EL DORADO DEPARTMENT OF HUMAN SERVICES 3057 BRIW RIDGE ROAD PLACERVILLE, CA 95667 ATTN: DANIEL NIELSON, DIRECTOR

or to such other location as DHS directs.

Notices to the SELPAS shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION 6767 GREEN VALLEY ROAD PLACERVILLE, CA 95667 ATTN: VICKI L. BARBER, Ed.D.

LAKE TAHOE UNIFIED SCHOOL DISTRICT 1021 AL TAHOE BOULEVARD SOUTH LAKE TAHOE, CA 96150 ATTN: JIM TARWARTER, Ed.D.

or to such other location as the SELPAS directs.

Article XI. INDEMNITY

COUNTY shall defend, indemnify, and hold the SELPAS harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, the SELPAS' employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the COUNTY'S services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the SELPAS, COUNTY, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the SELPAS, its officers and employees, or as expressly prescribed by statute. This duty of COUNTY to indemnify and save the SELPAS harmless includes the duties to defend set forth in California Civil Code Section 2778.

The SELPAS shall defend, indemnify, and hold COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the SELPAS' services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of COUNTY, the SELPAS, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of the

SELPAS to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XII. INSURANCE

All parties are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this MOU.

Article XIII. ADMINISTRATOR

The MHD Officer or employee with responsibility for administering this MOU is Barry Wasserman, Manager of Mental Health Programs, Health Services Department, Mental Health Division, or successor.

Article XIV. AUTHORIZED SIGNATURES

The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article XV. PARTIAL INVALIDITY

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XVI. VENUE

Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

Article XVII. ENTIRE AGREEMENT

This document 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.

By: Daniel Nielson, Director
Human Services Department

DEPARTMENT HEAD CONCURRENCE:

Dated: /-3/-20//

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Neda West, Director Dated: 1-30-11

Health Services Department

IN WITNESS WHEREOF, the parties hereto have executed this MOU #048-162-M-R2011 on the dates indicated below.

-- EL DORADO COUNTY OFFICE OF EDUCATION --

Ву: _	Vicki L. Barber, Ed.D. Superintendent	Dated: A/1/11
By: _	Jim Tarwater, Ed.D. Superintendent Lake Tahoe Unified School District	Dated: Z/l/!
	COUNTY OF	EL DORADO
Ву: _	Raymond J. Nutting, Chair Board of Supervisors "COUNTY"	Dated:
		Attest: Suzanne Allen de Sanchez Clerk of the Board of Supervisors
	Deputy	Date

TABLE OF CONTENTS

Article I.	ADMINISTRATION	2
Article II.	RELEASE AND EXCHANGE OF INFORMATION	4
Article III.	IDENTIFICATION AND REFERRAL	5
Article IV.	ASSESSMENT TO DETERMINE THE NEED FOR MENTAL HEALTH SERVICES	11
Article V.	INDIVIDUALIZED EDUCATION PROGRAM (IEP) FOR CONSIDERATION OF MENTAL HEALTH SERVICES	14
Article VI.	TRANSFERS AND INTERIM PLACEMENTS	16
Article VII.	RESIDENTIAL PLACEMENT OF A SERIOUSLY EMOTIONALLY DISTURBED PUPIL	18
Article VIII.	CASE MANAGEMENT FOR A SERIOUSLY EMOTIONALLY DISTURBED PUPIL IN A RESIDENTIAL PLACEMENT	21
Article IX.	FINANCIAL RESPONSIBILITIES	25
Article X.	INTERAGENCY AGREEMENT DISPUTE RESOLUTION	27
	EDUCATION DEFINITIONS	28
	MENTAL HEALTH DEFINITIONS	31

ADMINISTRATION: The Local Education Agencies (LEA's) and the El Dorado County Office of Education as the Administrative Unit of the El Dorado County Special Education Local Plan Area "SELPA", and the Lake Tahoe Unified School District as the Lake Tahoe Unified SELPA, (jointly referred to as the "SELPAS"), as the coordinating liaisons with County of El Dorado Health Services Department, Mental Health Division (MHD) shall designate and identify liaison persons to facilitate the exchange of information between agencies. Mutual staff development for education and mental health personnel shall be facilitated, as appropriate. **SELPAS** COUNTY OF EL DORADO LOCAL EDUCATION AGENCIES (LEA's) HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD) A. Shall designate and identify liaison person(s) A. Shall designate and identify liaison person(s) responsible for facilitating interactions with the responsible for facilitating interactions with LEA's MHD. and the SELPAS. Title 2 CCR § 60030 (c) Title 2 CCR § 60030 (c) 1. The person or persons shall herein be 1. The person or persons shall herein be referred to as the LEA Representative and referred to as the MHD Coordinator and shall coordinate with MHD regarding the coordinate attendance assessment, identification, treatment needs, Individualized Education Program (IEP) and implementation of psychotherapeutic meetings, assessments, and will arrange services for individuals with exceptional for treatment or case management needs as identified in the Individualized services and monitor time lines as Education Program (IEP). defined in the IEP. 2. The SELPAS and MHD shall mutually identify 2. MHD and the SELPAS shall mutually staff development activities as indicated. identify staff development activities as CA Government Code 7586.6 (b); indicated. Title 2 CCR § 60030 (c) (17) CA Government Code 7586.6 (b); Title 2 CCR § 60030 (c) (17) 3. The SELPAS shall notify the MHD of the 3. If the MHD receives a referral for a pupil county of origin within two (2) working days with a different county of origin, it shall when a pupil with a disability is currently forward the referral within one (1) working receiving services within an El Dorado day to the community mental health County school district and has been placed services of the county of origin. The county of origin shall have programmatic by the courts, regional center, or other public/private agency for other than and fiscal responsibility. educational reasons. Title 2 CCR § 60040 (g) Title 2 CCR § 60030 (c)(4) The SELPAS may request that MHD provide 4. Upon request, MHD shall provide the a list of qualified mental health professionals SELPAS with a list of qualified who conduct mental health assessments and mental health professionals who conduct provide mental health services. mental health assessments and provide Title 2 CCR § 60030 (c)(15) mental health services. Title 2 CCR § 60030 (c)(15)

I. ADMINISTRATION: (continued)	
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)
 The SELPAS will identify the continuum of placement options that is identified in the Special Education Local Plan Area (SELPA) Local Plan for special education. Title 2 CCR § 60030 (c)(13) 	•

II. RELEASE AND EXCHANGE OF INFORMATION: The parent/quardian of an individual with special needs has the right to authorize that all relevant information needed by the LEA, the SELPAS and MHD be provided and available to the agencies for the purposes of assessment and the determination of an appropriate program and related services including related mental health services under provisions of law, including but not limited to, the Individuals with Disabilities Education Act (IDEA), more specifically Title 34 Code of Federal Regulations (CFR) Section 300.300 and California Government Code Section 7570 et seq. This right shall transfer to the special needs individual at the age of majority, which is eighteen (18) years of age. **SELPAS** COUNTY OF EL DORADO LOCAL EDUCATION AGENCIES (LEA's) HEALTH SERVICES DEPARTMENT. MENTAL HEALTH DIVISION (MHD) Shall obtain written parental consent for the A. LEA shall provide MHD with a copy of the written referral of the pupil to the MHD, for the release parental consent for the referral of the pupil to and exchange of all relevant information between the MHD, for the release and exchange of all the LEA and the MHD, and for the observation of relevant information between the LEA and the the pupil by MHD professionals in an educational MHD, and for the observation of the pupil by MHD professionals in an educational setting. setting. CA Gov Code Section 7576 (b) (2); CA Gov Code Section 7576 (b) (2); Title 34 C.F.R. Section 300.300 Title 34 C.F.R. Section 300.300 1. Such authorization shall be in accordance Such authorization shall be in accordance with Federal and State laws related to with Federal and State laws related to confidentiality of pupil records. confidentiality of pupil mental health

records.

III. IDENTIFICATION AND REFERRAL: LEA's, the SELPAS, and MHD shall each be responsible for the identification of school age individuals who may be eligible for and in need of special education and related services. An LEA, IEP team, public agency or parent may initiate a referral for assessment of a pupil's social and emotional status pursuant to Education Code § 56320. Referral procedures define how a special education eligible individual suspected of needing mental health services can access MHD for determination of mental health service needs pursuant to Title 2 of the California Code of Regulations § 60040 and applicable federal and state special education laws.		
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)	
A. The LEA shall identify and assess individuals who may be in need of special education and related services, subject to receipt of written parental consent. Title 2 CCR § 60040(a)	A. MHD shall identify and refer to the LEA of residence, any individual suspected of needing special education services.	
Prior to initiating a referral to MHD, the LEA shall ensure through documentation that all of the following criteria have been satisfied:	Upon request, MHD shall accept all referrals for mental health assessment made pursuant to subsections (a) and (c) Title 2 CCR § 60040 (f)	
a) The LEA has conducted assessment in all areas of suspected disability, including social/emotional status, in accordance with EC § 56320; Title 2 CCR § 60040(a)(1)	a) When MHD receives a referral for a pupil with a different county of origin, MHD shall forward the referral within one (1) working day to the community mental health services of the county of origin, which shall have programmatic and fiscal responsibility for providing or arranging for provision of necessary services. Title 2 CCR § 60040(g)	
b) The LEA has obtained written parental consent for a MHD referral, release and exchange of information and observation of the pupil in an educational setting. Title 2 CCR § 60040 (a)(2)		

III.	IDENTIFICATION AND REFERRAL: (co	ntinued)
SELPAS LOCAL EDUCATION	AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)
c)	The LEA has documentation of the pupil's emotional or behavioral characteristics that: Title 2 CCR § 60040 (a)(3) 1) Are observed by qualified educational staff in educational and other settings, as appropriate. Title 2 CCR § 60040 (a)(3)(A) 2) Impede a pupil from benefiting from educational services. Title 2 CCR§ 60040 (a)(3)(B) 3) Are significant, as indicated by their rate of occurrence and intensity. Title 2 CCR§ 60040 (a)(3)(C) 4) Are associated with a condition that cannot be described solely as a social maladjustment (as demonstrated by deliberate noncompliance with accepted social rules, a demonstrated ability to control unacceptable behavior, and the absence of a treatable mental disorder). Title 2 CCR§ 60040 (a)(3)(D) 5) Are associated with a condition that cannot be described solely as a temporary adjustment problem that cannot be resolved with less than three (3) months of school counseling. Title 2 CCR§ 60040 (a)(3)(E)	

III. IDENTIFICATION AND REFERRAL: (continued)		
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)	
d) The LEA has provided documentation of evidence that a pupil's functioning, including cognitive functioning, is at a level sufficient to enable the pupil to benefit from mental health services. Title 2 CCR § 60040 (a)(4)		
e) The LEA has provided counseling, psychological or guidance services and the IEP team has determined that the services do not meet the pupil's educational needs; or in cases where these services are clearly inappropriate, the IEP team has documented which of these services were considered and why they were deemed to be inappropriate. Title 2 CCR § 60040 (a)(5); GC § 7576(b)(5)		
The LEA shall provide the referral package within five (5) working days of the LEA's receipt of parental consent for the referral to MHD. The referral package shall include all of the following:		
a) Copies of the following: Current IEP, all current assessment reports completed by school personnel in all areas of suspected disabilities pursuant to CA Ed Code 56320 et seq, and other relevant information including reports completed by other agencies. Title 2 CCR § 60040 (b)(1)		
b) A copy of the parent's written consent for the referral of the pupil to MHD, the release and exchange of information, and observation of the pupil by qualified mental health professionals in an educational setting. Title 2 CCR § 60040 (a)(2)		

III. IDENTIFICATION AND REFERRAL: (con	itinued)
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)
c) A summary of the emotional or behavioral characteristics of the pupil including documentation that the pupil meets the criteria in A.1.c and A.1.d of this Section. Title 2 CCR § 60040 (b)(3)	
d) A description of the school counseling, psychological and guidance services provided, and other interventions that have been provided to the pupil including the initiation, duration and frequency of the services, or an explanation of why, after consideration, these services were determined to be inappropriate. Title 2 CCR § 60040 (b)(4)	
e) The LEA has provided appropriate counseling and guidance, parent counseling, social work services, behavioral intervention or psychological services and has determined that the services do not meet the pupils' educational needs. In cases where these services are clearly inappropriate, the IEP team has documented which services were considered and why they were deemed to be inappropriate. Title 2 CCR § 60040 (a)(5); CA GC § 7576(b)(5)	

III. IDENTIFICATION AND REFERRAL: Continued	
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)
3. Based on preliminary results of assessments performed pursuant to Section 56320 of the Education Code, a LEA may refer a pupil who has been determined to be or is suspected of being an individual with exceptional needs, and is suspected of needing mental health services, to the MHD. The pupil must meet the criteria specified in Title 2 CCR § 60040 (a) (2-4) and school counseling, psychological and guidance services are clearly inappropriate in meeting the pupil's needs. Title 2 CCR § 60040 (c) a) Referral packets shall include all documentation required in Title 2 CCR	
§ 60040 (d) and shall be provided within one (1) working day to MHD. 4. When referring a pupil to MHD in accordance with Title 2 CCR § 60040 (c), the LEA shall provide the following documentation:	
a) Copies of the current IEP, all current assessment reports completed by school personnel in all areas of suspected disabilities pursuant to CA Education Code Section 56320 et seq., and other relevant information, including reports completed by other agencies. Title 2 CCR § 60040 (d)(1)	

III. IDENTIFICATION AND REFERRAL: Continued	
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT; MENTAL HEALTH DIVISION (MHD)
b) A copy of the parent's consent obtained pursuant to Title 2 CCR § 60040 (a)(2). Title 2 CCR § 60040 (d)(2)	
c) A summary of the emotional or behavioral characteristics of the pupil, including documentation that the pupil meets the criteria in Title 2 CCR § 60040 (b) (3-4). Title 2 CCR § 60040 (d)(3)	
d) An explanation, indicating why school counseling, psychological and guidance services are clearly inappropriate in meeting the pupil's needs. Title 2 CCR § 60040 (d)(4)	

ASSESSMENT TO DETERMINE THE NEED FOR MENTAL HEALTH SERVICES: Individuals suspected of or identified

IV.

with special needs shall be assessed in all areas of suspected disability by qualified, knowledgeable personnel using test instruments validated for the purpose for which they are used. No single test shall be used as the sole criterion for determining an appropriate educational program. Tests shall be administered in a pupil's primary language or other mode of communication. These and all other assessment requirements shall be followed in accordance with the California Education Code § 56320 and applicable federal and state law. **SELPAS** COUNTY OF EL DORADO LOCAL EDUCATION AGENCIES (LEA's) HEALTH SERVICES DEPARTMENT. MENTAL HEALTH DIVISION (MHD) Shall, within five (5) calendar days of receipt of a referral packet review and determine if an assessment is needed. Title 2 CCR § 60045 (a). If no mental health assessment is determined to be needed or if the referral is inappropriate the reasons shall be documented by MHD; and MHD shall notify the parent and the LEA of the reasons in writing within one (1) working day of the determination. Title 2 CCR § 60045 (a)(1) If the referral is determined to be incomplete, the reasons shall be documented by MHD; and MHD shall notify the LEA within one (1) working day of the determination and return the referral. Title 2 CCR § 60045 (a)(2) When MHD determines that an assessment is necessary, MHD shall notify the LEA, develop a mental health assessment plan, and provide the plan/parent consent form to the parent within fifteen (15) days (as further defined in CA Education Code Section 56321) of receipt of the referral. The assessment plan shall include, but not be limited to, the review of the pupil's school records and assessment reports and observation of the pupil in the educational setting, when appropriate. Title 2 CCR § 60045 (b)

IV. ASSESSMENT TO DETERMINE THE NEED FOR MENTA	L HEALTH SERVICES: Continued
SELPAS LOCAL EDUCATION AGENCIES (LEA'S)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)
	 The MHD shall report back to the referring LEA or IEP team within thirty (30) calendar days from the date of receipt of the referral by MHD, if parental consent for a mental health assessment has not been obtained. Title 2 CCR § 60045 (c)
	B. Upon receipt of a parent's written consent for a mental health assessment, MHD shall contact the LEA within one (1) working day of receipt of the consent to establish the date for the IEP meeting. Title 2 CCR § 60045 (d)
C. Shall schedule an IEP team meeting to be held within sixty (60) calendar days (as further defined by CA EC Section 56344) of MHD receipt of parent written consent to conduct a mental health assessment. CA EC § 56344; Title 2 CCR § 60045 (d)	C. The MHD assessment shall be completed in sufficient time to ensure that an IEP meeting is held within sixty (60) calendar days from the receipt of the written parental consent for the assessment. The timeline may only be extended upon the written request of the parent. Title 2 CCR § 60045 (e)
	 D. Schedule a meeting with the parent, preferably in person. E. Shall review and discuss the mental health service recommendation with the parent and appropriate IEP team members. The assessor shall provide a copy of the report to the parent at least two (2) calendar days prior to the IEP team meeting. Title 2 CCR § 60045 (f) 1) If the MHD is able to schedule a face to face meeting with the parent, a copy of the report will be provided to the parent at that time. 2) If the MHD is unable to schedule a face to face meeting with the parent, a copy of the report will be faxed or mailed to the parent.

IV. ASSESSMENT TO DETERMINE THE NEED FOR MENTA	L HEALTH SERVICES: Continued
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)
	F. If the parent disagrees with the assessor's mental health service recommendation, MHD shall provide the parent with written notification that they may require the assessor to attend the IEP team meeting to discuss the recommendation. The assessor shall attend the IEP meeting, if requested to do so by the parent. Title 2 CCR § 60045 (f)(1)
G. Following the discussion and review of the MHD service assessor's recommendation, the MHD service assessor's recommendation shall be the recommendation of the IEP team members attending on behalf of the LEA. Title 2 CCR § 60045 (f)(2)	G. The MHD assessor shall provide to the IEP team a copy of the MHD assessment report at the IEP meeting. CA EC § 56327; Title 2 CCR § 60045 (g)
	H. The MHD of the county of origin shall be responsible for preparing statutorily required IEP reassessments. Title 2 CCR § 60045 (h)

V. INDIVIDUALIZED EDUCATION PROGRAM (IEP) FOR CONSIDERATION OF MENTAL HEALTH SERVICES: Upon completion of an assessment by MHD, an IEP team meeting shall be convened to review assessment findings and adopt an IEP which includes mental health service needs, when appropriate.		
SELPAS LOCAL EDUCATION AGENCIES (LEA'S)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)	
A. Shall convene an IEP team meeting in accordance with legal timelines and adopt MHD service recommendations. CA EC § 56344(a) B. May extend the timeline for an IEP meeting when parental consent is obtained in writing.		
CA EC § 564344(a) C. The LEA shall notify the MHD, at least ten (10) working days prior to all IEP meetings, including annual IEP reviews, when participation of MHD staff is required. Title 2 CCR § 60030 (c)(7)	C. When it is determined, in accordance with CA Gov Code Section 7572, that a mental health service is necessary for a pupil with a disability to benefit from special education, the MHD shall assure the following documentation is included in the mental health portion of the IEP: Title 2 CCR § 60050 (a)	
	A description of the present levels of social and emotional performance Title 2 CCR § 60050 (a)(1); The goals and objectives of the mental health services with objective criteria and evaluation procedures to determine whether they are being achieved Title 2 CCR § 60050 (a)(2);	
	a) A description will be provided measuring the pupil's progress toward meeting the annual goals described in Section V (B)(2) and shall be included in periodic reports, which may be issued quarterly or concurrent with the issuance of report cards. CA EC § 56345 (a) (3)	
	A description of the types of mental health services to be provided. Title 2 CCR § 60050 (a)(3)	

V. INDIVIDUALIZED EDUCATION PROGRAM (IEP) FOR CONSIDERATION OF MENTAL HEALTH SERVICES: Continued				
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)			
	4. The initiation, duration and frequency of mental health services, including provision for extended school year program. Title 2 CCR § 60050 (a)(4) Title 2 CCR § 60030 (c)(10)			
C. Shall obtain signed parental consent for the provision of MHD mental health services in the form of a signed IEP. CA EC § 56346	C. Shall obtain signed parental consent for the provision of MHD mental health services in addition to the signed IEP. Title 2 CCR § 60050 (a)(5)			
 D. As soon as possible following development of the IEP, special education services shall be made available to the child in accordance with the IEP. Title 2 CCR § 60030 (c)(9) 	D. As soon as possible following development of the IEP, mental health services shall be made available to the child in accordance with the IEP. Title 2 CCR § 60030 (c)(9)			
Provision of space, support staff and services at the school site, as appropriate for the delivery of mental health services. Title 2 CCR § 60030 (c)(12)	When appropriate MHD shall be responsible for the provision of mental health services described in the student's IEP. MHD, when appropriate, will conduct counseling sessions at the classroom site of the special education program or other clinically appropriate sites as determined by the MHD or the IEP team.			
F. Provision of a system for monitoring contracts with nonpublic, nonsectarian schools to ensure that the education services of the IEP are provided. Title 2 CCR § 60030 (c)(14)	F. Provision of a system for monitoring contracts with nonpublic, nonsectarian schools to ensure that the mental health services of the IEP are provided. Title 2 CCR § 60030 (c)(14)			
G. Shall schedule an IEP team meeting upon notification by MHD to discuss and document any proposed change in mental health services. If it is determined to be appropriate by the IEP team, the change in MHD services shall be made. CA EC § 56343; Title 2 CCR § 60050 (b)	G. When MHD and the parent mutually agree to completion or termination of IEP specified mental health services, or, when the pupil is no longer participating in treatment, MHD shall notify the parent and the LEA's IEP team administrative designee to convene an IEP team meeting to discuss and document this proposed change if it is acceptable to the IEP team. Title 2 CCR § 60050(b)			

TRANSFERS AND INTERIM PLACEMENTS: Pupils transferring/moving into the SELPAS from another county or state shall be provided appropriate mental health services pursuant to the pupil's existing IEP. Title 2 CCR § 60055 (a) **SELPAS** COUNTY OF EL DORADO LOCAL EDUCATION AGENCIES (LEA's) HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD) A. Shall provide the pupil with a free and Shall ensure that the pupil is provided interim appropriate public education, including services mental health services as specified in the comparable to those described in the previously existing IEP pursuant to CA Education Code approved IEP, in consultation with the parents. 56325, for a period not to exceed thirty (30) for a period not to exceed 30 calendar days, by calendar days unless the parent agrees which time the local educational agency shall otherwise. adopt the previously approved IEP or shall Title 2 CCR § 60055 (b) develop, adopt, and implement a new IEP that is consistent with federal and state law. CA EC § 56325 (a)(1) 1. In the case of an individual with exceptional needs who transfers from an educational agency located outside of the State of California to a district within California, the local educational agency shall provide the pupil with a free and appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parents, until the local educational agency conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the local educational agency, and develops a new IEP, if appropriate, that is consistent with federal and state law.

Title 2 CA EC § 56325 (a)(3)

VI. TRANSFERS AND INTERIM PLACEMENTS: Continued	
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)
B. Shall refer to MHD any pupil transferring into the SELPAS from another county or state, who was receiving mental health services pursuant to an existing IEP. Title 2 CCR § 60055 (a)	
Shall provide the following information to MHD: a) Copies of the pupil's existing IEP; b) Copies of reports received; c) Signed Release and Exchange of Information form	
C. Shall conduct an IEP team meeting within thirty (30) calendar days of the pupil's transfer to make special education program and service recommendations and make a determination regarding adoption of MHD mental health service recommendations. CA EC § 56325(a); Title 2 CCR § 60055 ©	C. Shall participate in an IEP team meeting within thirty (30) calendar days of the pupil's transfer to review interim mental health services and make a determination regarding the continuation of these mental health services. CA EC § 56325(a); Title 2 CCR § 60055 ©

RESIDENTIAL PLACEMENT OF A SERIOUSLY EMOTIONALLY DISTURBED PUPIL. These procedures shall apply only to a pupil with a disability who meets eligibility criteria as emotionally disturbed pursuant to Title 5 CCR § 3030 (i). Title 2 CCR § 60100 (a) SELPAS COUNTY OF EL DORADO LOCAL EDUCATION AGENCIES (LEA'S) HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD) A. Shall proceed as specified in Subsection III Shall proceed as specified in Subsection III "Identification and Referral" and Subsection IV "Identification and Referral" and Subsection IV "Assessment to Determine the Need for Mental "Assessment to Determine the Need for Mental Health Services", for referral and assessment, Health Services", for referral and assessment, when the LEA or MHD determines the need for added when MHD or the LEA determines the need for mental added mental health assessment. health assessment. Title 2 CCR § 60100 (c) Title 2 CCR § 60100 (c) B. When any IEP team member recommends a Shall provide a representative to participate in an residential placement for a pupil who meets the expanded IEP team, per CA Gov Code § 7572.5 educational eligibility criteria specified in Title 34 and shall send an authorized MHD representative CFR Section 300.7, the LEA shall expand the IEP to all expanded IEP team meetings whenever the team, per CA Gov Code § 7572.5 to include a possibility of residential placement for an representative of the MHD, and convene an emotionally disturbed pupil is being considered. expanded IEP team meeting within thirty (30) Title 2 CCR § 60100 (b)(1) calendar davs of that recommendation. Title 2 CCR § 60100 (b)(1) C. At the expanded IEP team meeting and prior to the C. At the expanded IEP team meeting and prior to determination that a residential placement is the determination that a residential placement is necessary for the pupil to receive special education necessary for the pupil to receive special and mental health services, the expanded IEP team education and mental health services, the shall consider less restrictive alternatives, such as expanded IEP team, shall consider less restrictive providing a behavior specialist and full-time alternatives, such as providing a behavior behavioral aide in the classroom, home and other specialist and full-time behavioral aide in the community environments, and/or parent training in community classroom. home and other the home and community environments. The IEP environments, and/or parent training in the home team shall document the alternatives to residential and community environments. The IEP team shall placement that were considered and why they were document the alternatives to residential placement that were considered and why they were rejected. rejected. Such alternatives may include any Such alternatives may include any combination of combination of cooperatively developed educational cooperatively developed educational and mental and mental health services. health services. Title 2 CCR § 60100 (c) Title 2 CCR § 60100 (c)

VII: RESIDENTIAL PLACEMENT OF A SERIOUSLY EMOTIONALLY DISTURBED PUPIL: Continued				
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)			
D. Following the discussion and review of the MHD service assessor's recommendation, the MHD service assessor's recommendation shall be the recommendation of the IEP team members attending on behalf of the LEA. Title 2 CCR § 60045 (f)(2)				
E. Shall, in the absence of a MHD representative, adjourn and reconvene the IEP meeting within fifteen (15) calendar days with a MHD representative present. CCR § 60100(b)(2)				
F. When the expanded IEP team recommends residential placement, it shall document the pupil's educational and mental health treatment needs that support the need for residential placement. This documentation shall identify the special education and related mental health services to be provided by the residential facility listed in Title 2 CCR § 60025 that cannot be provided in a less restrictive environment pursuant to Title 20 CFR Section 1412 (5) (a). Title 2 CCR § 60100 (d)	F. When the expanded IEP team determines that it is necessary to place a pupil with a disability who is seriously emotionally disturbed in residential care, the MHD shall ensure that: a) The mental health services are specified in the IEP in accordance with Title 20, United States Code § 1414(d)(1)(A)(vi). Title 2 CCR § 60100 (i)(l) b) The mental health services are provided by qualified health professionals. Title 2 CCR § 60100 (i)(2)			
	G. The MHD case manager, in consultation with the IEP team's administrative designee, shall identify a mutually satisfactory placement that is acceptable to the parent and addresses the pupil's educational and mental health needs in a manner that is cost effective to both public agencies subject to the requirements of federal and state special education laws, including the requirement that the placement be appropriate and in the least restrictive environment. Title 2 CCR § 60100 (e)			

VII: RESIDENTIAL PLACEMENT OF A SERIOUSLY EMOTIONALLY DISTURBED PUPIL: Continued				
H. Before contracting with a nonpublic, nonsectarian school or agency outside of the state, the SELPAS or LEA shall document its efforts to utilize public schools or to locate an appropriate nonpublic nonsectarian school or agency program, or both within the state. CA EC § 56365(e)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD) H. The residential placement shall be in a facility listed in Title 2 CCR Section 60025 that is located within the county of residence or in the county adjacent to the county of residence of the parents of the pupil with a disability, pursuant to paragraph (3) of subsection (a) of section 300.552 of Title 34 of the Code of Federal Regulations (CFR), as revised and renumbered as Title 34 CFR Section 300.116, August 2006. When no nearby placement alternative which is able to implement the IEP can be identified, this determination shall be documented, and the MHD case manager shall seek an appropriate placement which is as close to the parents' home as possible.			
I. Residential placement for a pupil with a disability who is seriously emotionally disturbed may be made out of California only when: a) No in-state facility can meet the pupil's needs; b) The requirements of Title 2 CCR § 60100 (d) and (e) have been met; c) The residential program meets the requirements of Welfare and Institutions Code § 11460 (c)(2) through (c)(3). d) For educational purposes, the pupil shall receive services from a privately operated non-medical, non-detention school certified by the California Department of Education.	California only when: a) No in-state facility can meet the pupil's needs; b) The requirements of Title 2 CCR § 60100 (d) and (e) have been met; c) The residential program meets the requirements of Welfare and Institutions			
Title 2 CCR § 60100 (h) J. When the expanded IEP team determines it is necessary to place a seriously emotionally disturbed pupil in a residential program, the expanded IEP team shall ensure that the placement is in accordance with the admission criteria of the facility. Title 2 CCR § 60100 (j)	J. When the expanded IEP team determines it is necessary to place a seriously emotionally disturbed pupil in a residential program, the expanded IEP team shall ensure that placement is in accordance with the admission criteria of the facility. Title 2 CCR § 60100 (j)			

VIII. CASE MANAGEMENT FOR A SERIOUSLY EMOTION. All decisions regarding the placement of a seriously emotionally plan and the Expanded IEP team. Title 2 CCR § 60110	ALLY DISTURBED PUPIL IN A RESIDENTIAL PLACEMENT: disturbed pupil must be made through a residential placement		
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)		
	A. If the pupil has been placed into residential care from another county, the MHD shall forward the referral immediately to the county of origin which shall have fiscal and programmatic responsibility for providing or arranging for the provision of necessary services. This procedure shall not impede or delay the referral and assessment process. Ca Gov Code Section 7576 (g)		
B. Shall be responsible for providing or arranging for the special education and non-mental health related services needed by the pupil. Title 2 CCR § 60110(b)(2)	B. Shall designate a case manager to coordinate the pupil's residential placement plan upon notification to place the pupil in a residential placement. Title 34 CFR § 300.342, as revised and renumbered as Title 34 CFR § 300.323, August 2006; Title 2 CCR § 60110 (a); Title 2 CCR § 60110 (b)		
	C. The residential placement plan shall include provisions, as determined in the pupil's IEP, for the care, supervision, mental health treatment, psychotropic medication monitoring if required, and the education of the pupil with a disability who is seriously emotionally disturbed. Title 2 CCR § 60110 (b)(1)		
	D. When the expanded IEP team determines that it is necessary to place a pupil with a disability who is seriously emotionally disturbed in a community treatment facility, the case manager shall ensure that placement is in accordance with admission and, continuing stay, and discharge criteria of the community treatment facility. Title 2 CCR § 60110(b)(3)		

VIII. CASE MANAGEMENT FOR A SERIOUSLY EMOTIONALL	Y DISTURBED PUPIL IN A RESIDENTIAL PLACEMENT: Continued		
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)		
 E. Case management shall include, but not be limited to, the following responsibilities executed by the LEA or its designee; Title 2 CCR § 60110(c)(1) 	E. Case management shall include, but not be limited to, the following responsibilities executed by MHD or its designee. Title 2 CCR § 60110(c)		
Participate in a meeting with parents and representatives of public and private agencies, including MHD staff. Title 2 CCR § 60110 (c)(1)	Convene and participate in a meeting with parents and representatives of public and private agencies, including educational staff. Title 2 CCR § 60110 (c)(1)		
	Identify an appropriate residential placement, excluding local inpatient, private psychiatric and state hospital facilities. Title 2 CCR § 60110 (c)(1)		
	3. Identify, in consultation with the IEP team's administrative designee, a mutually satisfactory placement that is acceptable to the parent and addresses the pupil's educational and mental health needs in a manner that is cost-effective to both public agencies, subject to the requirements of state and federal special education law, including the requirement that the placement be appropriate and in the least restrictive environment. Title 2 CCR § 60110 (c)(2)		
 Develop a master contract and individual services agreement between the LEA and nonpublic, nonsectarian school or agency services. CA EC § 56366 	Complete payment authorization to initiate payments for residential placement in accordance with CA Welfare and Institutions Code Section 18351. Title 2 CCR § 60110 (c)(3)		
	 Assure completion of the MHD and LEA financial paperwork and contracts for residential placement. Title 2 CCR § 60110 (c)(4) 		

VIII. CASE MANAGEMENT FOR A SERIOUSLY EMOTION Continued	ONALLY DISTURBED PUPIL IN A RESIDENTIAL PLACEMENT:			
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)			
	 Develop the plan and assist the family with the pupil's social and emotional transition from home to the residential placement and the subsequent return to the home. Title 2 CCR § 60110 (c)(5) 			
	 Facilitate the enrollment of the pupil with a disability ho is seriously emotionally disturbed in the residential placement. Title 2 CCR § 60110 (c)(6) 			
Provide transportation to and from the residential placement if needed. Title 2 CCR § 60200(d)(2)	Notify the LEA that placement has been arranged and coordinate transportation of the pupil to the facility, if needed. Title 2 CCR § 60110(c)(7)			
9. Periodically report on the progress the pupil is making toward meeting annual goals as indicated in the IEP for the pupil. CA EC § 56345(a)(3)	 Conduct quarterly face-to-face contacts with the pupil who is seriously emotionally disturbed at the residential facility to monitor the level of care, supervision, and the provision of mental health services as required by the IEP. Title 2 CCR § 60110 (c)(8) 			
	10. Conduct an evaluation every ninety (90) calendar days for a pupil in a community treatment facility to determine if the pupil meets continuing stay criteria as defined in the Welfare and Institutions Code Section 4094 and implementing mental health regulations. Title 2 CCR § 60110(c)(8)			
	11. Notify the parent and the LEA if there is a discrepancy between the level of care, supervision, or the provision of mental health services and the requirements of the IEP. Title 2 CCR § 60110(c)(9)			

VIII. CASE MANAGEMENT FOR A SERIOUSLY EMOTION Continued	ONALLY DISTURBED PUPIL IN A RESIDENTIAL PLACEMENT:
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)
12. Participate in an expanded IEP team meeting within six (6) months of residential placement and every six (6) months thereafter as long as the pupil remains in residential placement. Title 2 CCR § 60110 (c)(10)	
	13. Facilitate placement authorization from the County's interagency placement committee pursuant to CA Welfare and Institutions Code Section 4094.5(e)(1), by presenting the case prior to placement in a community treatment facility. Title 2 CCR § 60110 (c)(11)

FINANCIAL RESPONSIBILITIES: The following is an outline of the conditions and limitations for reimbursement for the provision of special education instruction, designated instruction and services, related services, and residential placement described earlier in this agreement. Special education instruction, designated instruction and services, related services, and residential placements are to be provided at no cost to the parent. Title 2 CCR § 60200 (a); Title 2 CCR § 60200 (b) SELPAS COUNTY OF EL DORADO COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT. LOCAL EDUCATION AGENCIES DEPARTMENT of HUMAN (LEA's) MENTAL HEALTH DIVISION (MHD) SERVICES (DHS) A. The pupil's LEA shall be financially A. The MHD from the pupil's county of A. The DHS from the pupil's county of responsible for: origin shall be responsible for: origin shall be responsible for: 1. Transportation of a pupil with a disability to and from the mental health services specified in the IEP, including provisions for extended school year program. Title 2 CCR § 60200 (d)(1) Title 2 CCR § 60030 (c)(10) 2. Transportation of a pupil to and from the residential placement as specified in the IEP. Title 2 CCR § 60200 (d)(2) 3. Special education instruction, 3. Providing assessments and mental health services included non-mental health related in an IEP in accordance with services and designated instruction and services agreed Title 2 CCR Sections 60045. upon in the IEP, and specified in 60050. 60100. and the agreement with a nonpublic, Title 2 CCR § 60200 (c) nonsectarian school, or, a public program arranged with another SELPA or LEA. Title 2 CCR § 60200 (d)(3) 4. Reimbursement to MHD for 4. Providing mental health services either directly by the MHD or by providing assessments and mental health services included in contractors. an IEP in accordance with Title 2 Title 2 CCR § 60200 (c) CCR Sections 60045, 60050, and 60100. Title 2 CCR § 60200 (c)

IX. FINANCIAL RESPONSIBILITIES: Continued				
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)	COUNTY OF EL DORADO DEPARTMENT of HUMAN SERVICES (DHS)		
5. Reimbursement to DHS for actual cost(s) of residential placement(s) authorized by MHD. Title 2 CCR § 60200 (c)	5. Completing and submitting payment authorization to the County of El Dorado Department of Human Services in order to initiate payments to the facilities listed in Title 2 CCR Section 60025 based upon rates established by the CA Department of Social Services in accordance with CA Welfare and Institutions Code Sections 18350 through 18356. a) Payment authorization shall include information sufficient to demonstrate that the child meets all eligibility criteria established in regulations by the State Department of Mental Health, developed in consultation with the State Department of Education. CA W&I Code 18351 Title 2 CCR § 60200 (e)	5. Upon receipt of the authorization from MHD, pursuant to Title 2 CCR § 60200 (e), including documentation that the pupil is eligible for residential placement as a seriously emotionally disturbed pupil from MHD, issuing payment in accordance with CA Welfare and Institutions Code Section 18351, to residential care providers. a) Payment shall be based upon rates established by the CA Department of Social Services in accordance with CA Welfare and Institutions Code Sections 18350 through 18356. Title 2 CCR § 60200 (f) CA W&I Code 18351		
	6. The MHD from the pupil's host county shall be responsible for making its provider network available and shall provide the county of origin a list of appropriate providers used by the host county's managed care plan who are currently available to take new referrals. Title 2 CCR § 60200 (c) (1)			

X. INTERAGENCY AGREEMENT DISPUTE RESOLUTION: It is the intention of the SELPAS, LEA's, and MHD to resolve any disputes arising from this Interagency Agreement at the lowest possible administrative level.				
SELPAS LOCAL EDUCATION AGENCIES (LEA's)	COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)			
A. The LEA Director of Special Education, or designee, shall, in a timely manner, contact the MHD Supervisor/Program Manager responsible for youth and family services to communicate and seek resolution to any dispute arising from the Interagency Agreement. (Step 1)	in a timely manner, contact the LEA Director of Special Education, or designee, to communicate and seek resolution to any dispute arising from			
B. Unresolved disputes shall be referred to the SELPAS Superintendent. The SELPAS Superintendent, or designee, shall contact the Health Services Department Director, or designee, for the purpose of meeting within thirty (30) calendar days from the date of referral to resolve any dispute not resolved in Step 1. (Step 2)	Health Services Department Director. The Health Services Director, or designee, shall contact the SELPAS Superintendent, or designee, for the purpose of meeting within thirty			
C. Whenever a notification is filed of a dispute, the pupil affected by the dispute shall be provided with the appropriate related education services or designated instruction pending resolution of the dispute. CA Gov Code § 7585 (f)	pupil affected by the dispute shall be provided with the appropriate related mental health			

EXHIBIT "A" DESCRIPTION OF SERVICES AND RESPONSIBILITIES Title 2 CCR § 60010. EDUCATION DEFINITIONS

- (a) Words shall have their usual meaning unless the context or a definition of a word or phrase indicates a different meaning. Words used in their present tense shall include the future tense; words in the singular form shall include the plural form; and use of the masculine gender shall include the feminine gender.
- (b) "Administrative designee" means the individual who fulfills the role as described in paragraph (1) of subsection (b) of Section 56341 of the Education Code and paragraph (1) of subsection (a) of Section 300.344 of Title 34 of the Code of Federal Regulations.
- (c) "Assessment" means an individual evaluation of a pupil in all areas of suspected disability in accordance with Sections 56320 through 56329 of the Education Code and Sections 300.530 through 300.534 of Title 34 of the Code of Federal Regulations.
- (d) "Assessment plan" means a written statement that delineates how a pupil will be evaluated and meets the requirements of Section 56321 of the Education Code.
- (e) "Confidentiality" means the restriction of access to verbal and written communications, including clinical, medical and educational records, to appropriate parties under Section 99.3 of Title 45 of the Code of Federal Regulations, Section 300.560 et seq. of Title 34 of the Code of Federal Regulations, Sections 827, 4514, 5328, and 10850 of the Welfare and Institutions Code, Section 2890 of Title 17 of the California Code of Regulations, and Sections 49060 through 49079 of the Education Code.
- (f) "County superintendent of schools" means either an appointed or elected official who performs the duties specified in Chapter 2 (commencing with Section 1240) of Part 2 of Title 1 of the Education Code).
- (g) "Day" means a calendar day pursuant to Section 56023 of the Education Code. (Unless otherwise specified.) Clarification Added.
- (h) "Designated instruction and services" means specially designed instruction and related services described in subsection (b) of Section 56361 and subsection (b) of Section 56363 of the Education Code, and Section 3051 of the Title 5 of the California Code of Regulations, as may be required to assist a pupil with a disability to benefit educationally.
- (i) "Individualized education program," hereinafter "IEP," means a written statement developed in accordance with Section 7575 of the Government Code, Sections 56341 and 56342 of the Education Code and Sections 300.340 through 300.350 of Title 34 of the Code of Federal Regulations, which contains the elements specified in Section 56345 of the Education Code and Section 300.347 of Title 34 of the Code of Federal Regulations.
- (j) "Individualized education program team," hereinafter "IEP team," means a group, which is constituted in accordance with Section 56341 of the Education Code and Title 20, United States Code Section 1414(d)(1)(B).
- (k) "Local education agency," hereinafter "LEA," means a school district or county office of education, which provides special education and related services.
- (I) "Local interagency agreement" means a written document negotiated between two or more public agencies which defines each agency's role and responsibilities for providing services to pupils with disabilities and for facilitating the coordination of these services in accordance with the provisions of Section 56220 of the Education Code.

EXHIBIT "A" DESCRIPTION OF SERVICES AND RESPONSIBILITIES Title 2 CCR § 60010. EDUCATION DEFINITIONS: Continued

- (m) "Necessary to benefit from special education" means a service that assists the pupil with a disability in progressing toward the goals and objectives listed in the IEP in accordance with subsection (d) of Section 7572 and paragraph (2) of subsection (a) of Section 7575 of the Government Code.
- (n) "Nonpublic, nonsectarian agency" means a private, nonsectarian establishment or individual that is certified by the California Department of Education and that provides related services and/or designated instruction and services necessary for a pupil with a disability to benefit educationally from the pupil's IEP. It does not include an organization or agency that operates as a public agency or offers public service, including but not limited to, a state or local agency, or an affiliate of a state or local agency, including a private, nonprofit corporation established or operated by a state or local agency, a public university or college, or a public hospital.
- (o) "Nonpublic, nonsectarian school" means a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an IEP, employs at least one full-time teacher who holds an appropriate credential authorizing special education services, and is certified by the California Department of Education. It does not include an organization or agency that operates as a public agency or offers public services, including but not limited to, a state or local agency, or an affiliate of a state or local agency, including a private, nonprofit corporation established or operated by a state or local agency or a public university or college.
- (p) "Parent" includes any person having legal custody of a child. "Parent," in addition, includes any adult pupil for whom no guardian or conservator has been appointed and the person having custody of a minor if neither the parent nor legal guardian can be notified of the educational action under consideration. "Parent" also includes a parent surrogate who has been appointed in accordance with Section 7579:5 of the Government Code and Section 56050 of the Education Code. The term "Parent" does not include the state or any political subdivision of government.
- (q) "Pupil" or "Pupil with a disability" means those pupils, birth through 21 years of age, as defined in Section 300.7 of Title 34 of the Code of Federal regulations, including those with mental retardation or autism, who meet the requirements of Sections 56026 of the Education Code and 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 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.
- (r) "Qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, or, in the absence of such requirements, meets 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.
- (s) "Related services," means those services that are necessary for a pupil with a disability to benefit from his or her special education program in accordance with paragraph Title 20, United States Code Section 1401(22).
- (t) "Special education" means specially designed instruction and related services to meet the unique needs of a pupil with a disability, as described in Section 56031 of the Education Code and Section 300.26 of Title 34 of the Code of Federal Regulations.
- (u) "Special education local plan" means a plan developed in accordance with Sections 56200 through 56218 of the Education Code which identifies each participating LEA's roles and responsibilities for the provision of special education and related services within the service area.
- (v) "Special Education Local Plan Area," hereinafter "SELPA," means the service area covered by a special education local plan, and is the governance structure created under any of the planning options of Section 56200 of the Education Code.

EXHIBIT "A" DESCRIPTION OF SERVICES AND RESPONSIBILITIES Title 2 CCR § 60020. MENTAL HEALTH DEFINITIONS

- (a) "HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD)" means a mental health program established by a county in accordance with the Bronzan-McCorquodale Act, Part 2 (commencing with Section 5600) of Division 5 of the Welfare and Institutions Code.
- (b) "County of origin" for mental health services is the county in which the parent of a pupil with a disability resides. If the pupil is a ward or dependent of the court, an adoptee receiving adoption assistance, or a conservatee, the county of origin is the county where this status currently exists. For the purposes of this program the county of origin shall not change for pupils who are between the ages of 18 and 22.
- (c) "Expanded IEP team," means an IEP team constituted in accordance with Section 7572.5 of the Government Code. This team shall include a representative of the HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD) authorized to make placement decisions.
- (d) "Host County" means the county where the pupil with a disability is living when the pupil is not living in the county of origin.
- (e) "Local mental health director" means the officer appointed by the governing body of a county to manage a HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD).
- (f) "Medication monitoring" includes all medication support services with the exception of the medications or biologicals themselves and laboratory work. Medication support services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness.
- (g) "Mental health assessment" is a service designed to provide formal, documented evaluation or analysis of the nature of the pupil's emotional or behavioral disorder. It is conducted in accordance with Sections 56320 through 56329 of the Education Code by qualified mental health professionals employed by or under contract with the HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD).
- (h) "Mental health assessment plan" means a written statement developed for the individual evaluation of a pupil with a disability who has been referred to a HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD) to determine the need for mental health services in accordance with Section 56321 of the Education Code.
- (i) "Mental health services" means mental health assessments and the following services when delineated on an IEP in accordance with Section 7572(d) of the Government Code: psychotherapy as defined in Section 2903 of the Business and Professions Code provided to the pupil individually or in a group, collateral services, medication monitoring, intensive day treatment, day rehabilitation, and case management. These services shall be provided directly or by contract at the discretion of the HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION (MHD) of the county of origin.
- (j) "Qualified mental health professional" includes the following licensed practitioners of the healing arts: a psychiatrist; psychologist; clinical social worker; marriage, family and child counselor; registered nurse, mental health rehabilitation specialist, and others who have been waivered under Section 5751.2 of the Welfare and Institutions Code. Such individuals may provide mental health services, consistent with their scope of practice.

Exhibit B

El Dorado County Published Rates for Mental Health Services FY 2008-09 - Updated

OUTPATIENT SERVICES:	RATE:
Case Management Brokerage	\$135.93/hr
Individual Therapy	\$175.26/hr
Group Therapy	\$175.26/hr
Collateral Visit	\$175.26/hr
Assessment/Evaluation	\$175.26/hr
Crisis Intervention	\$261.51/hr
Medication Visit	\$324.30/hr
DAY REHABILITATION	
SERVICES:	
Full Day	\$150.93/day

INPATIENT SERVICES:

Psychiatric Health Facility \$650.00/day

Adult Crisis Residential* \$370.23/day

^{*}Rate effective upon opening of the Crisis Residential Treatment program on 2/1/09.

Enclosure 1 Revised 9/20/2010

FISCAL YEAR 2010-11 SHORT-DOYLE/MEDI-CAL MAXIMUM REIMBURSEMENT RATES

July 1, 2010 through June 30, 2011

Ĩ	Me	ODE OF			SHORT-DOYLE/
	SER	VICE CODE	SERVICE		MEDI-CAL
	CR/DC	SD/MC	FUNCTION	TIME	MAXIMUM
	Code	Claiming Code	CODE	BASE	ALLOWANCE
SERVICE FUNCTION					
A. 24-HOUR SERVICES	05	į			
Hospital Inpatient		07, 08, 09	10-18	Client Day	\$1,172.71
Hospital Administrative Day		07, 08, 09	19	Client Day	7/1/10 - 7/31/10 \$381.37 8/1/10 - 6/30/11 pending DHCS
Psychiatric Health Facility (PHF)		05	20-29	Client Day	\$597.88
Adult Crisis Residential		05	40-49	Client Day	\$337.15
Adult Residential		05	65-79	Client Day	\$164.45
B. DAY SERVICES	10	12, 18			
Crisis Stabilization		į			
Emergency Room		į	20-24	Client Hour	\$94.54
Urgent Care		ļ	25-29	Client Hour	\$94.54
Day Treatment Intensive		İ			
Half Day		İ	81-84	Client 1/2 Day	\$144.13
Full Day		į	85-89	Client Full Day	\$202.43
Day Rehabilitation		į			201.00
Half Day		i	91-94	Client 1/2 Day Client Full Day	\$84.08 \$131.24
Full Day		<u> </u>	95-99 	Chefit Full Day	φ131.24
C. OUTPATIENT SERVICES	15	12, 18			
Case Management, Brokerage		i 1	01-09	Staff Minute	\$2.02
Mental Health Services		1	10-19	Staff Minute	\$2.61
			30-59	Staff Minute	\$2.61
Medication Support] 1 	60-69	Staff Minute	\$4.82
Crisis Intervention			70-79	Staff Minute	\$3.88
		1			