MEMORANDUM OF UNDERSTANDING

For

Educationally Related Mental Health Services for FY 2017/2018/2019

Between

County of Alameda Health Care Services Agency, Behavioral Health Care Services and San Leandro Unified School District

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made between the County of Alameda Health Care Services Agency, Behavioral Health Care Services ("BHCS"), and San Leandro Unified School District ("District") (collectively the "Parties") with respect to the provision of Educationally Related Mental Health Services ("ERMHS") under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1400, et seq.

RECITALS

WHEREAS, the federal Individuals with Disabilities Education Act (IDEA) entitles all students with disabilities to a "free appropriate public education" ("FAPE"); and

WHEREAS, the federal law provides for related services for children with disabilities who require such services to benefit from special education; and

WHEREAS, in 1984, the California State Legislature enacted AB 3632, the Special Education Pupils Program, (at Government Code Sections 7570 et seq.) which transferred responsibility for providing mental health services required by special education students as determined by an Individualized Education Plan ("IEP") from school districts to county mental health departments; and

WHEREAS, the California commission on State Mandates determined that AB 3632 constituted a state mandate for which counties are entitled to reimbursement under Article XIIIB, Section 6 of the California Constitution; and

WHEREAS, due to actions by the California Legislature and Governor of California in AB 114, the responsibilities and funding for ERMHS have been transferred from the counties and back to the County Offices of Education, including District; and

WHEREAS federal IDEA funds allocated to the State of California and other funding from the State of California will be distributed by Special Education Local Plan Areas ("SELPAs") to be used to provide ERMHS to students with disabilities as determined by their IEP; and

WHEREAS, the SELPAs are currently responsible for: (1) board and care for IEP designated residential placement for eligible students and (2) mental health services which include assessment, assessment reports, consultations and IEP attendance, individual therapy (including those provided in a counseling enriched special day class), group therapy and family therapy, crisis intervention, collateral therapy, case management, day treatment (both rehabilitative and intensive) that may continue to be provided through BHCS; and

WHEREAS, the Parties have collaborated and enter into this MOU in order to work together for the provision of ERMHS to students with disabilities who receive such services as part of their IEPs; and

NOW, THEREFORE, it is agreed as follows:

A. Services

(1) ***Services***: BHCS will provide ERMHS to students with disabilities, as requested by District, including assessment, assessment reports, consultations and IEP attendance, individual therapy (including those provided in a counseling enriched special day class), group therapy, family therapy, crisis intervention, collateral therapy, case management, day treatment in residential settings, both rehabilitative and intensive, and shall bill District, and District shall be responsible for paying all costs pursuant to the terms of this MOU (Refer to Appendix A "List of Rates"). BHCS will not provide Board and Care services, and is not responsible for any payments related to Board and Care.

(2) ***Assessments and Attendance at IEP Meetings:*** BHCS will provide an assessment for a student once a referral is received from District. Once completed, BHCS will write an ERMHS assessment report prior to the IEP meeting, including recommendations, which will be sent to the District for review. BHCS will attend and participate as requested in IEP meetings. BHCS will sign as a participant to the IEP, however, it is doing so as a service provider to the District and shall not be liable for any allegations of or actual failure of the District to provide FAPE or other claims. All costs related to the assessment and participation in IEP meetings shall be invoiced and billed to District.

(3) ***Notification of New Students:*** If District desires ERMHS to start for a student, District shall, using the appropriate authorization form from BHCS (Refer to Appendix B "Authorization for ERMHS"), transmit notification of the date and specific services they wish BHCS to begin providing to student. All services and costs shall be invoiced and billed to the District. District will be invoiced for actual costs of the services pursuant to this MOU.

A copy of the approved form "Authorization for ERMHS" is attached hereto as Appendix B. BHCS and District may agree to modify or amend the form as needed throughout the year; however, the form may not be modified unless agreed to in writing by duly authorized representatives of both BHCS and District. If so modified, District will promptly distribute the form for use in referrals and changes to services.

(4) ***Current Students:*** For students who have been receiving ERMHS through BHCS prior to the signing of this MOU, BHCS will continue providing ERMHS for that student, unless written

notice to change service(s) and/or provider is received by BHCS. All services and costs shall be invoiced and billed to the District.

(5) ***IEP Copies:*** District shall provide a copy to BHCS of any IEP that is completed for a student who is receiving ERMHS. A copy of the IEP is not considered a request or notification to begin or change services for a student.

(6) ***Provision of Services:*** When ERMHS are provided on school sites, a Letter of Agreement, attached hereto as Appendix C, shall be implemented and renewed on an annual basis. The Letter of Agreement articulates and clarifies the roles, responsibilities and expectations between the District, school site administration and the BHCS provider ("Provider") delivering ERMHS.

District shall provide a consistent space that meets the Medi-Cal standards for privacy and confidentiality and fire safety (as certified by the local fire department jurisdiction). The Provider shall not share space with other staff persons during the designated service hours and the space shall not be a cubicle or a location in a common area (i.e. Multipurpose Room). It is the responsibility of the District to provide an on-site school administrator and/or designee who can be the point of contact for the Provider**.**

When requested by District, BHCS and/or the contracted Providers will present service logs for direct treatment of student as listed on student's IEP and Providers should be prepared to provide evidence of any additional agreed upon costs, such as travel time, mileage, etc. Providers will provide progress reports per IEP requirements.

All Specialty Mental Health Providers shall be Licensed Professionals of the Healing Arts or waivered and registered with the Board of Behavioral Sciences or Board of Psychology who undergo fingerprinting and background checks as part of their licensure or registration. Mental Health Rehabilitation Specialists will be vetted by their employer to comply with California Code of Regulations, title 5, sections 3064 and 3065.

(7) ***Change in Services:*** BHCS will continue to provide ERMHS as specified in the student's IEP, until written notice to change services, on an approved Authorization for ERMHS form (Appendix B), is received by BHCS. District will send BHCS an Authorization for ERMHS form following each student's IEP Annual Review to confirm continuation or change to ERMHS.

BHCS will continue to provide ERMHS through the Extended School Year (ESY) unless the IEP team determines otherwise and the District submits an Authorization for ERMHS form to discontinue the mental health services.

(8) ***Out of State Services:*** The costs for all ERMHS provided to students in out of state placements are the sole responsibility of District. BHCS will not provide any out of state ERMHS. If District wishes BHCS to provide ERMHS for an out of state placement, a separate written agreement for that student may be entered into between District and BHCS, including specification of the service being provided, costs and payment of expense.

(9) ***Stopping Services by Notice:*** If District wants all ERMHS for a student stopped, they shall give notice by "Authorization for ERMHS" form, signed by District, to BHCS. District shall

give at least 30 days' notice to stop services. If BHCS receives an Authorization for ERMHS that is illegible or incomplete, BHCS will immediately notify the individual who sent the form that the request is incomplete. Notice to stop services shall not be considered given until an accurate and legible Authorization for ERMHS form is received. BHCS will stop providing services to a student not more than 30 days after notice is received or the date identified on the form if that date is later. In cases where services must be stopped immediately, District shall clearly indicate that on the Authorization for ERMHS, and BHCS shall promptly notify the provider to immediately stop services.

(10) ***Schools:*** District will provide information for a contact person at each school at which ERMHS services may be performed under this MOU including any charter schools for which the District is responsible. Only Charter schools that receive Special Education services from District will be eligible to receive ERMHS through BHCS. District will pay the costs of the ERMHS provided to Charter school students per this MOU.

B. Board and Care

District is responsible for all board and care costs.

C. Payment for Services by District

(1) ***Cost:*** Wherever costs are referred to in this MOU, it refers to all costs included in the array of ERMHS provided and all associated costs, including clinician salaries and benefits, cost and expenses associated with student's failure to attend appointments, and administrative support costs specifically attributable to the provided services. Administrative costs include, but are not limited to staff time for management of invoicing, billing, reimbursement, payments and program and payment monitoring activities. Costs may be calculated and billed based on a cost per unit that includes all administrative costs.

(2) ***Payment for Student Costs:*** District shall be obligated for and make payments for all ERMHS and costs for a student until actual notice from District is received by BHCS that services are to stop, including notice that the student is no longer enrolled in the District or that authorization and/or consent for such services has been withdrawn. When the IEP team (as defined in California Education Code Section 56341) has agreed to end ERMHS, the District will give BHCS at least 30 days' notice to stop services and costs. BHCS will stop district services and costs immediately upon receipt of notice for students who have moved out of district or for whom authorization and/or consent for such services has been withdrawn. If District fails to notify BHCS that student is no longer enrolled or authorization and/or consent for such services has been withdrawn, District shall pay for services and costs for a student, even if that student was not enrolled in the District when services and costs were incurred. BHCS and District will use best efforts to inform each other that a student has moved out of District or County of Alameda.

(3) ***Payment:*** District agrees to pay BHCS for all services provided by or through BHCS and all related costs. The obligation to make full payments pursuant to the terms of this MOU shall continue until full payment has been received from District. Payment shall be

made for all services and costs provided starting July 1, 2017, even though this MOU may be signed by one or more parties at a later date.

(4) ***Interim Reimbursement Charges:*** As final actual rates and costs may not immediately be available, BHCS shall invoice for the provisional or interim rate being used at the time and District shall pay these amounts to BHCS under this MOU for all ERMHS. After the final actual rates and costs are known, BHCS will do reconciliation and credit or invoice District for the difference in the amount paid by District and the actual cost. District will promptly pay any amounts owed.

(5) ***Invoicing for ERMHS:*** BHCS will provide District with invoices accounting for services, interim reimbursement rates and other costs incurred on a monthly basis. The invoices will include the student's name, the student's school district of residence, ERMHS provided, the date(s) on which such services were provided, amount of service, costs incurred by BHCS associated with providing the services and breakdown of federal and non-federal funds needed for Medi-Cal match. District has up to 90 days to question or dispute charges on the invoice. District shall reimburse and pay County the full invoice amount **no later** than 60 days after receiving each invoice.

(6) ***BHCS Assistance:*** BHCS will provide an individual as a point of contact for District who can assist with facilitation of performance obligations of BHCS related to ERMHS, including accurate invoicing.

(7) ***Payment Address:*** Payments to BHCS for ERMHS are to be made payable to **Alameda County Behavioral Health Care Services** and remitted to:

Alameda County Behavioral Health Care Services
Attn: ERMHS Financial Services Specialist
2000 Embarcadero Cove, Suite 101
Oakland, CA 94606

(8) ***Failure to Pay for Services:*** If payment is not received by BHCS, BHCS may at its sole discretion stop providing services to some or all District students following 30 days' written notice to the district to correct the problem. If full payment is provided to BHCS within those 30 days, services will not be discontinued.

(9) ***Reconciliation:*** BHCS will use its best efforts to calculate settlements for the year promptly. Reconciliation and settlement is accounting and adjustments based on actual costs to BHCS, final reimbursement charges, actual cost of providers plus administrative cost less any revenues (Medi-Cal, other health insurance, etc.) received by BHCS for the service(s) provided. Reconciliation and settlement will be based on information available to BHCS, however, does not include any adjustment that may be made after review, audit or directions from the state or other auditing or funding agency. For example, a student may become ineligible for Medi-Cal benefits for a period of time unbeknownst to BHCS until there is a reconciliation at the state level and the cost of the student's ERMHS services will revert to the District. In another case, the student may have Medi-Cal benefits that are retro-active

and the District would be credited. In the case that payment is due, District shall reimburse and pay County the full invoice amount **no later** than 90 days after receiving the invoice.

(10) ***Audit by District:*** Invoices may be subject to verification by an independent audit, at District's election. Cost for this audit will be borne by District.

D. Medi-Cal and Other Health Insurance

(1) ***Medical Insurance Coverage:*** BHCS will direct all Providers of ERMHS to ask a student's parent or guardian about any medical insurance coverage a student may have. If there is private medical insurance coverage and the parent/guardian consents, Provider will first bill the student's private medical insurance for services. If the parent/guardian refuses to disclose private medical insurance information or refuses to allow ERMHS provider(s) to bill their insurance then the total cost of the ERMHS services provided remains the responsibility of the District. If payment is received from private medical insurance, the amount received shall be deducted from the amount billed to the District. District is responsible for payment of any and all unreimbursed costs, including insurance coverage denials of payment for part or all of the ERMHS services. BHCS shall not be responsible for checking or applying for Medi-Cal coverage on behalf of any student, or related to services for any student.

(2) ***Medi-Cal Beneficiaries***: Funding for any student from Medi-Cal reimbursements received by BHCS for billed ERMHS services shall offset any amount District may be required to pay to BHCS. When requested by District, BHCS will contact the family and make inquiries into determining Medi-Cal eligibility. However, nothing in this MOU obligates BHCS to apply for Medi-Cal for any student.

(3) ***Amount:*** Medi-Cal reimbursements are considered the actual amounts received from the Medi-Cal state program for that student. Any match funding (see D-6) that may be required are part of actual costs and, pursuant to the terms of this MOU, shall be paid by District. The County Contract Maximum Rate for services may not be the actual cost of services and District shall pay actual costs.

(4) ***Change in Eligibility***: District understands that Medi-Cal eligibility may change while a student is in service, and after any reconciliation shall be credited by BHCS or paid to BHCS any difference in costs related to Medi-Cal eligibility, status or reimbursement.

(5) ***Reconciliation:*** District understands that the Medi-Cal reimbursement process, through no fault of BHCS, can take years to be reconciled by the state and agrees to make final payments for all amounts due/or owed under the terms of this MOU no later than 90 days after receiving the invoice.

(6) ***Payment of Local Share:*** The district understands that payment of any federal share of Medi-Cal, Healthy Families and other federal public funding is based on the amount of local funding that must be provided by District. District agrees to timely payment of the local

share of cost attributable to the student being served, so as to not jeopardize the federal share match. District shall not use any federal funding for payment of the match funding for Medi-Cal students.

E. General Terms and Conditions

(1) ***Confidentiality of Records:*** As the invoices are records that will contain confidential information concerning specific student information, and information that could identify the student, even if the names were redacted, the invoices shall be treated as confidential to the extent allowed by law. These records may contain information and are to be considered protected health information and/or student records protected under the Education Code.

(2) ***State Reimbursement:*** Nothing in the MOU is intended to, or shall, prevent any party to this MOU from pursuing reimbursement from any state or federal agency or funding source for ERMHS.

(3) ***Finality:*** This MOU is created in part to create predictability and certainty for the providing and funding services for the time period of the MOU. Regardless of any further court determination, including appeals, neither party shall pursue reimbursement from the other except as specifically set forth in this MOU.

(4) ***Termination of MOU***: This MOU may be terminated upon the giving of thirty (30) days prior written notice to the other Parties.

(4) ***Informal Resolution:*** If a dispute arises between any of the signatories of this MOU, the Parties involved in the dispute will make a good faith effort to resolve the dispute between them in a timely fashion before seeking an intervention.

(6) ***Term***: This MOU is effective July 1, 2017 through June 30, 2020. This MOU renews automatically as of July 1, 2020, for an additional year and renews annually thereafter on July 1, unless another memorandum of understanding between the parties supersedes this MOU or unless this MOU is otherwise terminated.

(7) ***Provision of Services***: The Parties agree to meet and confer on a regular basis to carry out the terms of this MOU.

(8) ***Days:*** Days shall mean calendar days.

(9) ***Integration:*** This MOU represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing signed by all Parties hereto.

(10) ***Laws and Venue:*** This MOU contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in this MOU and

supersedes all prior MOUs, contracts, understandings and commitments whether oral or written with respect to the provision of ERMHS for the term of this MOU. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any provision under this MOU, the action shall be brought in a state or federal court within the jurisdiction of the County of Alameda, State of California.

(11) ***Third Party Rights***: Nothing in this MOU shall be construed to give any rights or benefits to anyone other than the Parties to this MOU.

(12) ***Imposition of Obligations:*** Nothing in this MOU is intended to establish or impose upon the County of Alameda, including BHCS, any legal obligation under IDEA or other federal or state law, to provide ERMHS.

(13) ***Severability***: The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.

(14) ***Waiver:*** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(15) ***Due Process:*** Unless otherwise prohibited by law, BHCS agrees to cooperate with District in providing information and services that District deems appropriate and requests for purposes of settlement or hearing, in any IDEA action against District that involves ERMHS. These services may include attendance at preparatory meetings, attendance at hearings and follow up activities as directed by the hearing officer or District. BHCS shall bill District and District shall be responsible for paying all costs.

(16) ***Settlement:*** District will conduct all settlement negotiations in good faith and in a manner that is not injurious to County's interests. If County is made a party to the action, District will conduct all settlement negotiations with the participation of the County.

(17) ***Headings:*** Headings are for convenience of reference only and shall in no way affect interpretation of the MOU.

(18) ***Notices:*** All notices, requests, demands, or other communications under this MOU shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

District:

Colleen Palia, Special Education Director
San Leandro Unified School District
2255 Bancroft Avenue
San Leandro, CA 94579-1299

BHCS:

Director, Children and Young Adult System of Care
Alameda County Behavioral Health Care Services
2000 Embarcadero Cove, Fourth Floor
Oakland, CA 94606

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this MOU.

(19) ***Authority:*** District represents and warrants that it has the legal and actual authority to enter into this MOU, including all terms and conditions, on behalf of each and every school in District.

(20) ***Signatory***: By signing this MOU, signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she or the entity upon behalf of which he/she acted, executed this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the dates of their signatures.

Alameda County Office of Education:

By_____ Date_____
Karen Monroe, Superintendent

Alameda County Behavioral Health Care Services:

By_____ Date_____
James Wagner, Deputy Director

San Leandro Unified School District:

By_____ Date_____
Rosanna Mucetti, Ed.D. Deputy Superintendent
Educational Services Division

APPROVED AS TO FORM

Donna R. Ziegler
County of Alameda Counsel

By:_____
K. Joon Oh
Deputy County Counsel

Appendix A
List of Rates

FISCAL YEAR 2016-17
SHORT-DOYLE/MEDI-CAL
COUNTY CONTRACT MAXIMUM RATES (CCMR)
As of July 1, 2016

SERVICE FUNCTION	SERVICE FUNCTION CODE	TIME BASE	COUNTY CONTRACT MAXIMUM RATE	COUNTY SERVICES MAXIMUM RATE
DAY SERVICES: • Day Tx. Intensive o Half Day o Full Day • Day Rehabilitation o Half Day o Full Day	 81-84 85-89 91-94 95-99	 Client ½ Day Client Full Day Client ½ Day Client Full Day	 $158.90 $223.18 $92.70 144.69	 N/A N/A N/A N/A
OUTPATIENT SERVICES • Case Management, Brokerage • Mental Health Services: o Individual Therapy o Group Therapy o Family Therapy o Collateral o Plan Development • Crisis Intervention	 01-09 10-57, 59 70-79	 Staff Minute Staff Minute Staff Minute	 $2.23/$133.80 $2.88/$172.80 $4.27/$256.20	 $3.98/$238.80 $4.04/$242.40 $3.74/$224.40

Appendix B
Authorization for ERMHS Form
Alameda County SELPAs and Alameda County BHCS
AUTHORIZATION FOR EDUCATIONALLY RELATED MENTAL HEALTH SERVICES

From: _____USD_ **To:** Children's Specialized Services
LEA CONTACT: _____ **FAX:** 510-383-5117
PHONE NO: _____
DATE: _____ IEP DATE: _____

STUDENT'S NAME: _____ DOB: _____ GRADE: _____
PARENT/GUARDIAN NAME: _____ PHONE: _____
ERMHS Assessment: ☐ District completed ☐ BHCS completed
District requests ACBHCS do the following: (Check at least 1 box, fill in date and additional information, as needed)

☐ **Continue** Current Services Date Services started: _____
☐ **New** Service/Placement Anticipated Start Date: _____
☐ USD Administrative Placement ☐ District Provided ERMHS
☐ Moving from USD provided ERMH services to BHCS ERMH services
☐ **Service Change** Effective Date: _____ ☐ See box below
☐ **Discontinue** Services End Date: _____
Reason: ☐ Student moved to _____ ☐ District Provided ERMHS
(District, if known)
☐ Other:_____

School District Authorizes ACBHCS to provide the following Mental Health Services:
☐ **Outpatient services:** Provider: _____
(An average of 4-7 hours per month) **Required – indicate name of County/contracted clinic or other provider**
☐ **CESDC:** Includes
Counseling Enriched Special Day Class
Intensive Counseling Enriched Special Day Class (Formerly known as School Based Day Treatment)
Non Public School Counseling Enriched Special Day Class (Formerly known as Day Treatment)
Location:_____
Provider:_____
☐ **Day Treatment provided in Residential Treatment Center:** Provider:
_____
☐ **Case Management Services** (Up to 25 hours per year) ***Please complete and submit ERMHS Case Management Request form.***
☐ **Residential Case Management Services** (Hours will vary depending on placement location)

AUTHORIZING DISTRICT SIGNATURE: _____
PRINTED NAME & TITLE: _____
PHONE: _____ E-MAIL:_____

ERMHS Case Management

Request Form Student Name: _____ DOB: _____

ERMHS Placement: ☐ Outpatient ☐ CESDC ☐ Day Tx ☐ Other: _____

Program: _____

School District: _____

Referred By: _____ Phone Number: _____

Email: _____

Reason for Referral: _____

_____

_____

_____

_____

_____

Case Management Services

Please specify identified case management goals: _____

_____

_____

Parent/Guardian Contact Information

Name: _____ Relationship to student: _____

Address: _____

Phone Numbers: (Home) _____
(Cell) _____
(Work) _____
(Email) _____

_____

For CSS Use only:

ERMHS Eligible: Yes ☐ ERMHS Auth.: Yes ☐ Date: _____
No ☐ No ☐

Assigned to: _____ Date: _____

Appendix C

Letter of Agreement
Between
(Agency Name)
And
XXXX Unified School District at XXX School Site

This Letter of Agreement ("Agreement"), dated _____, 20__ for purpose of reference, is made and entered into by XXXX ("Provider") and the XXX School District ("District"), referred to collectively as the "Parties." The Parties agree:

1. PURPOSE

This Agreement articulates and clarifies the roles, responsibilities and expectations of each Party in their support of the Alameda County Behavioral Health Care Services (BHCS) contracted Provider XXX who will provide Educationally Related Mental Health Services (ERMHS) in a Special Day Class (SDC) setting to all students placed by the XXX School District in the ERMHS SDC classroom(s) at XXX School.

2. TERM

This Agreement shall be valid from July 1, 20__ to June 30, 20__ and shall be renewed each year upon written agreement.

3. BACKGROUND

Assembly Bill 3632 (AB 3632) was a law that required agencies to coordinate mental health services provided to students with disabilities. This law took effect in 1986, but the implementing regulations did not become final until July 1999. The law is contained in Government Code Sections 7570-7588 and the regulations are found in the California Code of Regulations Sections 60000-60610.

In October 2010, then California Governor Arnold Schwarzenegger initiated a line item veto of the AB3632 which started a process of dismantling the system that AB3632 built. Because the provision of mental health services is a Federal mandate through IDEA (Individuals with Disabilities Education Act), the responsibility falls to the school districts. In 2011, California Governor Jerry Brown included funding for AB3632 in his January budget, however, the May revise laid out alternative funding which directed the responsibility to the school districts. AB 3632 is now known as ERMHS.

Early Periodic Screening Diagnosis and Treatment (EPSDT) is a federal and state Medicaid health care program. EPSDT eligibility requires that a client have full-scope Alameda County Medi-Cal coverage, be under the age of 21, and meet Medical Necessity by having a qualifying mental health diagnosis. Under health care reform, mental health services are to be included as an essential health benefit. Since April 1, 2011, the school districts have been responsible for paying the total cost of ERMHS for students without Medi-Cal. Additionally, school districts are also now responsible for paying County/Local match for the ERMHS students with Medi-Cal.

A. School District Agrees To:

1. As able through the Individualized Education Plan (IEP) process, place appropriate service level students into the school site ERMHS SDC programs.

2. Provide an appropriate classroom(s) at the school site where ERMHS SDC students will attend daily.

3. Provide an appropriately placed Special Education teacher who will be responsible for providing daily educational services and supports to the ERMHS SDC students.

4. Provide an Instructional Aide/Para Professional for each ERMHS classroom supported by the Provider.

5. Provide appropriate School District instructional coverage in the event that District Teachers and/or Instructional Aides are absent from the school campus or there are District staff vacancies in the classroom.

6. Provide dedicated and confidential clinical space that meets the Medi-Cal guidelines in which the mental health clinician(s) can see students and families. Clinicians shall not share space with other staff persons during their designated service hours. This space shall not be a cubicle or a location in the common area (i.e. Multipurpose Room).

7. Have a dedicated on-site school administrator and/or designee who can be the point of contact for ERMHS SDC Provider.

8. Have regular classroom team meetings with the ERMHS SDC Provider which include the teacher, aide, and other educational staff as needed.

9. Encourage parental/family involvement in the treatment process.

B. ERMHS Provider agrees to do the following:

1. Provide qualified mental health staff to support the ERMHS classroom(s) as outlined in their contract with Alameda County Behavioral Health Care Services.

2. Screen any child referred for ERMHS SDC services for EPSDT/Medi-Cal service eligibility.

3. Strictly adhere to all Mandate Reporting Guidelines as outlined in the Child Abuse and Neglect Reporting Act, sections 11164-11174.3 of the California Penal Code.

4. Maintain the confidentiality of client/student information received in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Guidelines and signed release of information.

5. Communicate with school administration and/or designee of any immediate safety concerns resulting in s student being referred for a 5150 and or Child Abuse Reporting. This notification does not preclude the Provider from making the appropriate safety calls for assessment and/or reporting.

6. Periodically meet with school site and/or district level administration regarding the effectiveness ERMHS SDC program at the school site.

7. Provider will follow all County of Alameda documentation and claiming guidelines and keep all client files in locked cabinets as required by California Department of Mental Health and Medi-Cal guidelines.

8. Provider will follow Quality Assurance (QA) guidelines and attend Clinical Quality Review Team (CQRT) meetings with respect to ongoing authorization for services.

9. Provider will participate in BHCS outcome measure collection and will share unique outcome measures that they collect with BHCS.

C. ERMHS Special Day Class Provider Staffing

1. Employees providing mental health services will meet specific qualifications for the services provided. Additionally, clinicians will provide services only in areas in which they are licensed or credentialed.

2. *Mental health staff do not provide educational instruction; however, they may address emotional and behavior issues that may interfere with academic performance.*

3. Provider will supply a Program Director and a Clinical Director who will oversee the program and provide administrative and clinical supervision to the on-site Mental Health Staff.

D. Building and Grounds

1. The District is responsible for the facility and provides maintenance for the facility/classrooms, which is overseen by the respective site principals.

2. Classroom furniture and basic furniture for the clinical office (desks, tables, and chairs) will be supplied by the District. Provider will supply and additional clinical furnishings, supplies and/or tools deemed necessary to provider services.

3. Phone lines will be supplied by the District.

4. The clinician's offices will need Internet and/or Wireless capability and access.

5. Provider will supply the clinical staff with computers, locking file cabinets and basic stationary.

E. Parties Agree To:

1. Problems identified by either the educational or mental health staff will be addressed promptly and resolved in a timely manner. Problem resolution procedures will include the immediate team resolving concerns as they arrive. If a resolution cannot be reached, any member of the team can request a meeting with the Administrative Team. (site principal, BHCS representatives, District Program Manager, Provider Clinical Program Manager)

By signing this Agreement, the Parties agree to all of the abovementioned items outlined in this document.

_____ _____

Agency Provider Name **Agency Program Manager/Director Name**

_____ _____

Name of School **School Administrator/Designee Name**

_____ **Date** _____

School Based Behavioral Health
Agency Program Manager/Director Signature

_____ **Date**_____

School Administrator/Designee Signature