

1 AGREEMENT FOR PROVISION OF
 2 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 «UC_SD»
 7 JULY 1, ~~2021~~2022 THROUGH JUNE 30, ~~2022~~2023

8
 9 THIS AGREEMENT is entered into this 1st day of July ~~2021~~2022, which date is enumerated for
 10 purposes of reference only, is by and between the County of Orange (“COUNTY”) and the «UC_SELPA»
 11 Special Education Local Plan Area and «UC_SD» (collectively ~~“SELPA”~~ or “DISTRICT”) (collectively
 12 “PARTIES”) with respect to the provision of Educationally-Related Mental Health Services. For purposes
 13 of this Agreement, Educationally-Related Mental Health Services shall have the same meaning as listed
 14 in Exhibits A and B. This Agreement shall be administered by the ORANGE COUNTY Health Care
 15 Agency (“ADMINISTRATOR”).

RECITALS

16
 17
 18 WHEREAS, the IDEA requires local educational agencies (“LEA”), including DISTRICT, to provide
 19 a free, appropriate public education (“FAPE”) to eligible students with disabilities residing within its
 20 boundaries, and requires the provision of related services¹, including psychological services, social work
 21 services, and counseling services, as required to assist a child with a disability to benefit from special
 22 education.

23
 24 WHEREAS, the 2011-2012 California Budget Act repealed parts of Chapter 26.5, Division 7, Title I
 25 of the Government Code which shifted the responsibility for providing Educationally Related Mental
 26 Health Services, including out-of-home residential services, from county mental health departments and
 27 county welfare departments to school districts.

28
 29 WHEREAS, under State law, the COUNTY is obligated to provide medically necessary mental health
 30 services to eligible individuals under their Medi-Cal health plan, including seriously emotionally disturbed
 31 children in Orange County, who have qualifying mental health needs.

32 //
 33 //
 34 //
 35 //

36
 37 ¹ For the purposes of this agreement, “related services” includes services also referred to as Educationally Related Mental Health Services, but does not include Medication Management..

1 WHEREAS, by this Agreement, DISTRICT ensures that Proposition 98, fiscal year ~~2021-22-2022-~~
 2 ~~23~~ State Budget Act funds, and IDEA funds are utilized so that special education pupils residing in the
 3 DISTRICT continue to be identified, assessed, and provided with Educationally Related Mental Health
 4 Services required by the IDEA.

5
 6 WHEREAS, both the COUNTY and LEAs are interested in cost containment and the accuracy and
 7 transparency of invoicing for services.

8
 9 WHEREAS, the Orange County Department of Education (“OCDE”), ~~SELPA~~s, local school districts
 10 and COUNTY have a long history of working cooperatively to serve special education students and wish
 11 to continue that cooperative partnership under this Agreement.

12 OPERATIVE PRINCIPLES

13
 14 A. Accordingly, and in light of the foregoing recitals, the Parties agree that this Agreement is to be
 15 implemented, interpreted, and viewed in light of the following Operative Principles:

16 1. DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students,
 17 pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and COUNTY is obligated under State law, to
 18 provide mental health services to eligible Medi-Cal beneficiaries in Orange County.

19 2. There is no federal IDEA obligation or state law obligation on the COUNTY to provide
 20 FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services that
 21 are not educationally related, and this Agreement is not intended to create any such obligations. This
 22 Agreement is not intended to make the COUNTY a "public agency" within the meaning of IDEA and/or
 23 subject to the IDEA's dispute resolution provisions.

24 3. Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there
 25 is no statutory mandate on the COUNTY to provide AB 3632 services or on the DISTRICT to refer
 26 students to the COUNTY for mental health assessments and services under AB 3632.

27 4. The payment of funds to the COUNTY, as outlined in this Agreement, for provision of
 28 Educationally-Related Mental Health Services for special education pupils does not create a statutory
 29 obligation on the COUNTY to provide FAPE, and the COUNTY is not otherwise required to provide
 30 Educationally-Related Mental Health Services, except to the extent State law provides for the provision
 31 of the same or similar mental health services to the same or similar students.

32 B. NOW, THEREFORE, based on foregoing recitals, Operative Principles, and other mutual
 33 considerations and promises herein, the Parties agree as follows:

34 1. DISTRICT’S Provision of FAPE: It is understood and agreed the DISTRICT has the right
 35 and obligation under IDEA to determine Educationally-Related Mental Health Services needed for an
 36 eligible student to receive FAPE. The COUNTY will provide to the DISTRICT’s designated students the
 37 services detailed in Exhibit A and/or Exhibit B for fiscal year ~~2021-22-2022-23~~ and pursuant to this

1 Agreement only. DISTRICT may use the COUNTY to provide Educationally-Related Mental Health
 2 Services or may independently, or through a third party vendor, provide for Educationally-Related Mental
 3 Health Services. DISTRICT shall bear the costs of and pay the COUNTY for the provision of
 4 Educationally-Related Mental Health Services provided, in accordance with this Agreement, to
 5 DISTRICT students; the COUNTY will not bill DISTRICT to the extent that any such services are paid
 6 for by other State or federal funding sources, specifically Medi-Cal and EPSDT.

7 2. Funding and Reimbursement: To the extent legally permissible, the COUNTY will identify
 8 and use Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment (“EPSDT”), and any other
 9 state or federal funding sources designated for the provision of specialty mental health services to children
 10 who may also qualify for services under the IDEA in providing Educationally-Related Mental Health
 11 Services under this Agreement. DISTRICT will reimburse the COUNTY for any costs incurred in
 12 providing educationally necessary mental health assessments and services to students hereunder which
 13 exceeds alternate funding, or for Medi-Cal eligible students that do not meet medical necessity for
 14 specialty mental health services.

15 3. Cooperation in Administrative Proceedings: Although the COUNTY will not be named by
 16 the DISTRICT as a party to due process proceedings under the IDEA’s procedural safeguards, the
 17 COUNTY agrees to cooperate with the DISTRICT/~~SELPA~~ for all administrative or other legal
 18 proceedings involving special education students receiving services from the COUNTY pursuant to this
 19 Agreement. The COUNTY will ensure that relevant staff are available, when possible, and will provide
 20 copies of source documents related to services provided under terms of this Agreement to the extent
 21 permitted by law with appropriate written permissions from parents/guardians. COUNTY staff will bill
 22 time under the case management rate.

23 4. Referrals and Assessment Reports:

24 a. DISTRICT may refer students, as determined by the DISTRICT, with suspected
 25 educationally-related mental health needs arising from a qualifying IDEA disability to the COUNTY for
 26 mental health assessment within ten days of DISTRICT's receipt of signed consent from the
 27 parent/guardian, and the COUNTY will process and complete the assessment within the IDEA timeline.
 28 If DISTRICT does not forward the referral information within ten days of receipt of written consent (not
 29 counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of
 30 five schooldays) from the parent/guardian, COUNTY has the option of requesting an extension of the
 31 timeline. DISTRICT will provide a “Referral Packet” that includes a statement of the student’s problems,
 32 all necessary assessment reports, background information, signed consents and releases, and any other
 33 relevant information as set forth in the IDEA and California Education Code.

34 b. The COUNTY will attend related Individual Education Program (“IEP”) meetings if
 35 requested by DISTRICT.

36 c. For services provided under Exhibit A, the COUNTY’s assessment will result in a report
 37 that will include recommendations for specific mental health services or no mental health services, and

1 the assessment report will be submitted to the DISTRICT within a minimum of three (3) working days
 2 prior to the IEP. Such recommendations will only be advisory to and not otherwise binding upon the
 3 DISTRICT. Consultation with the COUNTY regarding any recommendations or parts of the assessment
 4 could be made available by contacting the Service Chief from the service region to which the referral was
 5 made. See Exhibit C for contact information.

6 d. For services provided under Exhibit B, the COUNTY's assessment will result in a report
 7 that recommends either placement in a residential treatment facility or other mental health services as
 8 appropriate, and the assessment report will be submitted to the DISTRICT within a minimum of three
 9 working days prior to the IEP. COUNTY's recommendations will only be advisory to, and not otherwise
 10 binding upon, the DISTRICT.

11 5. HCA's Provision of Services:

12 a. Educationally-Related Mental Health Services for eligible students, as referenced in this
 13 AGREEMENT, are defined in Exhibits A and B of this Agreement.

14 b. As part of this Agreement, each district may select a package of services from both
 15 Exhibit A and Exhibit B, or, from either Exhibit A or Exhibit B. The services described in Exhibit A
 16 and/or Exhibit B will be provided as needed for eligible children with qualifying disabilities, as defined
 17 under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code. Services provided
 18 by the COUNTY under this Agreement will be dependent upon the Exhibit(s) selected by the DISTRICT.
 19 DISTRICT must make its selection by marking the box or boxes below, indicating which mental health
 20 services the DISTRICT wishes the COUNTY to provide as part of this Agreement:

- 21 1) EXHIBIT A: Outpatient Services (for students not placed residentially)
 22 2) EXHIBIT B: Residential Placement Services

23 c. The COUNTY will provide Educationally-Related Mental Health Services listed in
 24 Exhibit A and/or Exhibit B as long as the student remains enrolled in a school district that has entered into
 25 this Agreement for such services. In cases where a student is identified as being no longer enrolled in the
 26 school district that has entered into this Agreement, such services will be transferred to the new school
 27 district of responsibility. Examples of these types of cases may include, but are not limited to, the
 28 following: a student who matriculates to another school district that has not entered into this Agreement,
 29 a student who changes residence, a student that discharges from residential placement (and requires a
 30 service that is not included as part of this Agreement), or a student who remains in residential placement
 31 but matriculates into another school district that has not entered into this Agreement.

32 1) A minimum of one therapeutic termination session may be needed for each student
 33 that moves to a school district that has not entered into this Agreement, as well as case management
 34 services to link the parent to the new district representative handling the IEP related mental health services.

35 2) DISTRICT will inform the COUNTY in a timely manner, and by means of written
 36 or electronic notification, that a student has graduated, matriculated out of the DISTRICT, or moved to
 37 another district. DISTRICT will also inform the COUNTY in a timely manner when Educationally-

1 Related Mental Health Services are removed or dropped from the student's IEP. Failure of DISTRICT to
 2 provide evidence to the COUNTY of either written or electronic notification of the student's graduation,
 3 matriculation, termination of services from the IEP and/or move shall make DISTRICT of origin
 4 responsible for costs of all services provided up to the day of notification. Notification shall be sent to
 5 CYBH Administration and the appropriate Service Chief.

6 d. The COUNTY agrees to provide cumulative monthly "IEP related Detail Service
 7 Reports" to DISTRICT ~~via the SELPA~~ to review and validate that HCA's Integrated Records Information
 8 System ("IRIS") has eligible students documented in the correct district of residence, per the most current
 9 IEP found in the county mental health record. These reports will be delivered to ~~SELPA~~DISTRICTs
 10 via secured e-mail approximately twenty-one (21) days from the last day of the month.
 11 ~~SELPA~~DISTRICTS will have approximately fourteen (14) days to submit corrections to HCA's
 12 designated staff member.

13 e. Funding and/or reimbursement received by the COUNTY, from sources other than
 14 DISTRICT, for Educationally-Related Mental Health Services will offset any amount DISTRICT is
 15 required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the cost
 16 of services and the units of service billed to Medi-Cal and EPSDT.

17 f. The COUNTY shall bill DISTRICT for services based on invoices that itemize the
 18 service function code, units of services and rate per unit. The rate per unit is as follows:

19 1) Case Management (Outpatient): ~~\$9.81~~\$10.44 per minute,

20 2) Collateral Services: ~~\$8.00~~\$6.45 per minute,

21 3) Assessment: ~~\$6.53~~\$6.95 per minute,

22 4) Individual Therapy: ~~\$6.09~~\$6.48 per minute,

23 5) ~~Group Therapy (Outpatient): \$6.33 per minute, and~~

24 6) For Placement Services provided to clients in Out-of-State Group Homes,
 25 DISTRICT shall reimburse the COUNTY for time spent involved with activities noted in Exhibit B at the
 26 case management rate of ~~\$9.81~~\$10.44 per minute and will include a pro-rated share of travel costs that
 27 will include car rental and fuel, airfare, lodging, and meals.

28 g. Medication management is not a service included in this Agreement.

29 h. If there are any billing errors, the costs will be revised through a reconciliation process.

30 i. For each service provided, as described in Exhibits A and B, documentation time and
 31 travel time (when necessary to gain access to student) will be included in the claim for that service, but
 32 broken out in the monthly report. The County shall bill the District for documentation and travel time at
 33 the case management rate.

34 //

35 //

36 //

37 //

1 6. Residential Placement: The COUNTY will make recommendations directly to DISTRICT
 2 for students appearing to need residential placement prior to the IEP meeting. The COUNTY's
 3 recommendation will be advisory. The COUNTY's report will be given to DISTRICT a minimum of
 4 three (3) working days prior to the IEP. The DISTRICT will review the report with parents at the IEP
 5 meeting. The COUNTY report will be considered an educational record as federal and state laws allow.
 6 DISTRICT will be responsible for making all payments to residential treatment facilities for the board
 7 and care, education, and educationally related mental health treatment costs of students placed from their
 8 DISTRICT.

9 7. Reimbursement of Educationally-Related Mental Health Services: DISTRICT will provide
 10 reimbursement to the COUNTY for the provision of Educationally-Related Mental Health Services, as
 11 outlined in Exhibits A and/or B, at the rates listed in Subparagraph 5.g, above.

12 a. DISTRICT will reimburse the COUNTY for Costs within forty-five (45) days of receipt
 13 of submitted claims (as set forth more specifically in paragraph 8 below) subject to review by the School
 14 District.

15 b. The COUNTY agrees that their billing system will clearly set forth the name of the
 16 student, date of birth, the school district of residence, the dates and times of services provided and a
 17 description of the services that is satisfactory to DISTRICT.

18 c. The COUNTY agrees to quickly resolve all billing disputes. Proof of the correction of
 19 billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be
 20 set forth in a written document listing the corrections and provided to DISTRICT within 30 days.

21 d. The COUNTY agrees to provide copies of audits performed by State or other regulatory
 22 entities under which it operates related to claims for reimbursement of Educationally Related Mental
 23 Health Services, upon a request made by the Orange County Department of Education. To the extent
 24 permitted by law, audit results will be kept confidential among the parties to this Agreement.

25 8. Submission of Claims:

26 a. The COUNTY will submit a claim for services under this Agreement quarterly, within
 27 thirty days of the end of each quarter, using the state fiscal year of July through June. The claim shall
 28 include a detailed report of cost of services provided to each district's student(s). This report will include
 29 information from those Encounter Documents (ED) entered into the COUNTY'S Integrated Records and
 30 Information System (IRIS) at the time the report is generated. DISTRICT shall reimburse the COUNTY,
 31 at the agreed to rate, for all costs incurred in providing Educationally-Related Mental Health Services
 32 which are not reimbursed by other funding sources. Payment must be received within forty-five days of
 33 the claim.

34 b. The COUNTY will provide a final reconciliation to DISTRICT by December 1, ~~2021~~
 35 2023 or sooner if possible.

36 //

37 //

c. The COUNTY quarterly claims will be mailed to DISTRICT at the following address:

«SD_CLAIM_NAME»

«SD_CLAIM_ADDR»

«SD_CL_CSZ»

d. Checks should be mailed to COUNTY at the following address:

CEO Treasurer Unit

Attn: HCA School District Reimbursement

P.O. Box 4005

Santa Ana, CA 92702-4005

9. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT and SELPA at the following address:

«LC_SD»

«LC_SELPA»

«SD_ADDR»

«SELPA_ADDR»

«SD_CITY_STATE_ZIP»

«SELPA_CSZ»

10. Privacy: The COUNTY and SELPA-DISTRICT acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy of student information. The COUNTY and DISTRICT shall ensure that all activities and communications undertaken under this Agreement will conform to the requirements of these laws.

11. Modification: This Agreement shall not be modified or amended without the mutual written consent of the Parties.

12. Integration: This Agreement represents the entire understanding of SELPA/DISTRICT and the COUNTY as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto. This is an integrated Agreement.

13. Indemnity:

a. DISTRICT agrees to indemnify, defend with counsel approved in writing by COUNTY, which approval shall not be unreasonably withheld, its elected and appointed officials, officers, employees, agents, and those special districts and agencies for which COUNTY’s Board of Supervisors

1 acts as the governing Board (COUNTY INDEMNITEES), if applicable, harmless from any claims,
 2 demands or liability of any kind or nature, including, but not limited to, personal injury or property
 3 damage, arising from or related to the performance of this Agreement by DISTRICT but only in proportion
 4 to and to the extent such claims, demands, or liability are caused by or result from the negligent or
 5 intentional acts or omissions of DISTRICT, its officers, employees, or agents.

6 b. COUNTY agrees to indemnify, defend and hold DISTRICT, its appointed officials,
 7 officers, employees, and agents harmless from any claims, demands or liability of any kind or nature,
 8 including, but not limited to personal injury or property damage, arising from or related to the performance
 9 of this Agreement by COUNTY, but only in proportion to and to the extent such claims, demands, or
 10 liability, including defense costs, are caused by or result from the negligent or intentional acts or omissions
 11 of COUNTY, its offices, employees, or agents.

12 c. If judgment is entered against DISTRICT and COUNTY by a court of competent
 13 jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
 14 DISTRICT and COUNTY agree that liability will be apportioned as determined by the court. Neither
 15 party shall request a jury apportionment.

16 14. Laws and Venue: This Agreement shall be interpreted in accordance with the laws of the
 17 State of California. If any action is brought to interpret or enforce any term of this Agreement, the action
 18 shall be brought in a state or federal court situated in the County of Orange, State of California, unless
 19 otherwise specifically provided for under California law.

20 15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or
 21 benefits to anyone other than DISTRICT and the COUNTY.

22 16. Severability: The unenforceability, invalidity or illegality of any provision(s) of this
 23 Agreement shall not render the other provisions unenforceable, invalid, or illegal.

24 17. Term: This Agreement shall cover the period of July 1, ~~2021-2022~~ through June 30, ~~2022~~
 25 2023.

26 18. Termination: Either party may terminate this Agreement, without cause, upon thirty (30)
 27 days written notice given to the other party.

28 19. Dispute Resolution: The COUNTY and DISTRICT agree that resolution of disputes on the
 29 implementation of this Agreement will be initially conducted through collaborative efforts between the
 30 Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the
 31 California Code of Regulations at §4600, et seq. relating to “Uniform Complaint Procedures” will be
 32 applied.

33 20. Default Force Majeure:

34 a. Neither party shall be deemed to be in default of the terms of this Agreement if either
 35 party is prevented from performing its terms by causes beyond its control, including without being limited
 36 to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting
 37 from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated

1 contingencies occur, the party delayed by force majeure shall immediately give the other parties written
2 notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct
3 the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party
4 delayed shall immediately give the other parties written notice thereof and shall resume performance of
5 the terms of this Agreement.

6 b. Neither party shall be liable for any excess costs if the failure to perform the Agreement
7 arises from any of the contingencies listed above.

8
9 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly
10 authorized officers in the County of Orange, California.

11
12 «UC_SD»

13
14 BY: _____ DATED: _____

15
16 TITLE: _____

17
18
19 COUNTY OF ORANGE

20
21
22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY

24
25
26
27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

30
31
32 BY: _____ DATED: _____

33 DEPUTY

34 //
35 //
36 //
37 //

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_SD»
 JULY 1, ~~2021-2022~~ THROUGH JUNE 30, ~~2022-2023~~

DESCRIPTION OF OUTPATIENT SERVICES TO BE PERFORMED BY THE COUNTY

Outpatient Services: Outpatient Services are defined as follows:

A. Assessment:

1. Initial Assessment/Re-Assessment Services: This includes, but is not limited to, clinical analysis of the pertinent history related to the current status of the student’s mental, emotional, or behavior condition; interviews with significant persons in the student’s life; interview(s) with student (when possible); and consultation with school district personnel.

2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).

~~3. Assessment Updates: This includes six (6) month updates for documentation purposes and chart review (for students that have Medi-Cal as a health plan only).~~

B. Mental Health Services – Mental Health Services² shall include:

1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the student’s IEP mental health goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual, face-to-face without any other person or family member present.

2. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the student which are determined by student’s IEP team to be necessary to address the student’s IEP mental health goals and which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the student’s condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the student is considered collateral.

//

² Mental Health Services include driving time if service is provided offsite from clinic.

1 3. Family Therapy: Family Therapy consists of contact with the student and one or more family
2 members and/or significant support persons that address a student’s IEP mental health goals. Services
3 shall focus on the care and management of the student’s mental health conditions within the family system.

4 C. Case Management – Case Management Services are activities that are provided by staff to access
5 medical, educational, social, prevocational, vocational, rehabilitative, or other needed educationally-
6 related services for eligible students. Services may include the following:

7 1. Linkage and Coordination: Includes the identification and pursuit of resources needed for
8 provision of a free and appropriate public education to a student, including, but not limited to the
9 following:

- 10 a. Inter-and intra-agency communication, coordination, and referral, including reports to
- 11 Child Protective Services;
- 12 b. Monitoring service delivery to ensure an individual’s access to services;
- 13 c. Attending IEPs and legal proceedings as requested by DISTRICT or as required by
- 14 subpoena; and
- 15 d. Travel and documentation time.

16 2. Plan Development: Plan Development consists of the following that address a student’s
17 mental health goals:

- 18 a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client’s
- 19 progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or
- 20 program goals, with a client or family member and/or significant support persons to obtain signatures on
- 21 the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered
- 22 clinician.
- 23 b. When staff meet to discuss the student’s clinical response to the Client Plan or to consider
- 24 alternative interventions.
- 25 c. When staffs communicate with other professionals to elicit and evaluate their
- 26 impressions (e.g. probation officer, teachers, social workers) of the student’s clinical progress toward
- 27 achieving their Client Plan goals, their response to interventions, or improving or maintaining client’s
- 28 functioning.

29
30 Services will be provided in person if clinically necessary or upon specific request by the
31 client/parent(s). Alternatively, services may be provided via telephonic or telehealth (virtual) technology
32 or methods.

33 //
34 //
35 //
36 //
37 //

EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_SD»
 JULY 1, ~~2021~~ 2022 THROUGH JUNE 30, ~~2022~~ 2023

DESCRIPTION OF RESIDENTIAL PLACEMENT SERVICES TO BE PERFORMED BY THE COUNTY

Residential Services: Residential Placement Services are defined as supportive assistance to the individual in the assessment, determination of need, and securing adequate and appropriate living arrangements that are needed for the student to receive a free and appropriate public education.

A. Assessment for Residential Placement:

1. Initial Assessment/Re-Assessment Services: This includes clinical analysis of the pertinent history related to the current status of the student’s mental, emotional or behavior condition.

2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).

~~3. Assessment Updates: This includes six (6) month updates for documentation purposes and chart review (for students that have Medi-Cal as a health plan only).~~

B. Residential Case Management:

1. Placement Search: Identifying and making a recommendation to the Individualized Education Program Team (IEPT) for an appropriate residential treatment center.

2. Placement Admission: Accessing services necessary to secure placement including, but not limited to, assisting school districts to obtain the Interstate Compact for the Placement of Children (ICPC) approval when necessary, including preparation of documentation and coordination with Orange County Social Services Agency, Orange County Probation Department, and school district staff to obtain information and documentation required by the ICPC. By assisting in this manner, the COUNTY, or its individual staff members, in no way intend to become the “sending agency” as defined by the law that governs the ICPC.

3. Residential Case Management Visits: Traveling to placement facility to provide face-to-face visits with the student three (3) times per year, or as authorized by the IEPT. In addition, visits will include contact with staff, a review of records, and documentation of visit. Further, other methods of conducting out-of-state placement monitoring activities will be considered if necessary or requested by the IEPT (e.g. remote, virtual tours and visits if made available by the RTC).

1 4. Placement Discharge: Assisting the client and family to terminate services from the
2 residential treatment facility and transition to a continuity of care as directed by the IEPT.

3 5. IEP Attendance: Where necessary, as determined by the DISTRICT, the COUNTY case
4 manager will attend IEPs for designated individuals being served.

5 6. Progress Summary Report: A brief report will be provide to each school district which
6 includes name of placement, student identifying information, educational progress, mental health
7 treatment progress, medications, Special Incident Reports, condition of the facility, and
8 transition/discharge plan information. Alternative summary reports or forms will be completed to the
9 extent made possible by the placement facility to meet the Local Educational Agency's (LEA's) or School
10 District's NPS/NPA onsite monitoring obligations.

11
12 Services will be provided in person if clinically necessary or upon specific request by the
13 client/parent(s). Alternatively, services may be provided via telephonic or telehealth (virtual) technology
14 or methods.

15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_SD»
 JULY 1, ~~2021~~2022 THROUGH JUNE 30, ~~2022~~ 2023

LIST OF HCA/CYBH SERVICE CHIEFS

North Region:	Veronica De Fernandez, MFT II 120 S. State College Blvd., Suite 150 Phone Number: 714-577-5400 Email: vdefernandez@ochca.com
West Region:	Phyllis Crane, Ph.D. Claudia Garcia, LCSW 14140 Beach Blvd., Ste. 155, Westminster, CA 92683 Phone Number: 714-896-7556 Email: peranecgarcia@ochca.com
East Region:	Janice Coniglio, LCSW 1200 N. Main St., Ste. 500, Santa Ana, CA 92701 Phone Number: 714-480-6600 Email: jconiglio@ochca.com
South Region: (Costa Mesa)	Victor Cota, DSW 3115 Red Hill Ave., Costa Mesa, CA 92626 Phone Number: 714-850-8408 Email: vcota@ochca.com
(Laguna Beach)	Linda Rappaport, LCSW 21632 Wesley Dr., Laguna Beach, CA 92651 Phone Number: 949-499-5346 Email: lrappaport@ochca.com
HCA/CYBH Educationally Related Mental Health Services Program Manager:	Nathan Lopez, Ph.D. 405 W. 5 th Street, Ste. 590, Santa Ana, CA 92701 Phone Number: 714-834-5678 Email: nlopez@ochca.com