

**OPTION TO RENEW AND AMENDMENT No. 2**

**To the CONTRACT FOR BEHAVIORAL HEALTH SERVICES  
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES**

Entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereafter “County” and San Luis Obispo County Special Education Local Plan Area, a public entity in the State of California, hereafter, “SELPA”, together “Parties”:

**WHEREAS**, on October 4, 2016, the County and SELPA entered into a contract for fiscal year 2016-17 (the “Contract”) under which County agreed to provide certain services.

**WHEREAS**, on June 1, 2017 the County and SELPA exercised the option to renew the Contract as per Exhibit C.4 “Option to Renew for One Year” and to amend the Contract, as set forth in the “Option to Renew and Amendment No. 1 to the Contract for Behavioral Health Services County of San Luis Obispo Behavioral Health Services.”

**WHEREAS**, the County and SELPA have a need to amend the Contract to replace Exhibit F.

**WHEREAS**, the Board of Supervisors delegated to the Health Agency Director or designee the authority to amend the Contract to exchange, delete, or add to the types of services and/or to increase compensation to County.

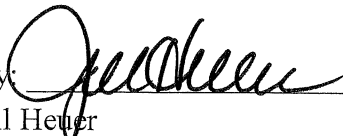
**NOW THEREFORE**, the Parties agree that the Contract is amended as follows:

1. The Contract, Exhibit F “Interagency Protocols,” is deleted and replaced in its entirety with Exhibit F “Interagency Protocols”, attached.
2. In any instance in which a provision of this Amendment No. 2 contradicts or is inconsistent with provisions of the Contract, the provision of this Amendment No. 2 shall prevail. All other terms and conditions of the Contract and any amendments shall remain in full force and effect.
3. The effective date of this Amendment No. 2 shall be July 1, 2017.

IN WITNESS WHEREOF, County and SELPA have executed this Option to Renew and Amendment No. 1 on the day and year set forth below.

**SAN LUIS OBISPO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

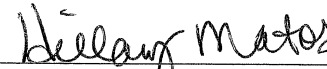
A California Special Education Local Plan Area

By:   
Jill Heuer  
Director  
San Luis Obispo Special Education Local Plan Area

Dated: 9/20/17

Approved as to form and legal effect.

RITA L. NEAL  
COUNTY COUNSEL

By:   
Deputy County Counsel

Date: 9/26/17

COUNTY OF SAN LUIS OBISPO  
A Public Entity in the State of California

By:   
Jeff Hamm, Health Agency Director

Date: 9/27/17

**EXHIBIT F**

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES  
INTERAGENCY PROTOCOLS**

**1. Purpose of Exhibit**

This Exhibit is intended to clarify the role(s) and responsibilities of the public schools and County of San Luis Obispo Health Agency Behavioral Health (County) services. San Luis Obispo County Special Education Local Plan Area (SELPA) members and County agree to work jointly based on contractual agreements set forth annually upon mutual agreement to service students who meet described eligibility criteria within executed contracts between SELPA, its LEAs, and County.

County and local educational agencies (LEAs) within San Luis Obispo County will utilize IDEA assessment and the IEP process in determining the appropriate services to be provided. When children are being seen by both agencies, this agreement clarifies each agency's role and underscores the need for mutual cooperation and consultation.

A primary goal is to assure that necessary special education and educationally related social-emotional supports and services (ERSESS) are provided to these individuals in the most effective manner through joint planning, cooperative service delivery, judicious use of available resources, and new resource development. SELPA LEAs and County will endeavor to provide ERSESS through the IEP team in a cost effective manner, which meet the educational and mental health needs of identified students with special needs. The framework outlined in this document meets the intent of the law to provide FAPE under IDEA, joint planning and cooperative service delivery shall occur through collaboration between SELPA members and County.

**2. General Assessment Procedure**

a. General Referral

- 1) SELPA will utilize a SELPA approved form for ERSESS Request for Services.
- 2) A Request for Services is to be made following discussion at the IEP team meeting and documented as indicated in this agreement. Request for Services documents shall be provided to County within five (5) working days of the LEA's receipt of parental consent for referral for services.
- 3) The school psychologist initiates the ERSESS Request for Services by forwarding the required documents to the designated County Division Manager or designee.
- 4) The procedures set forth are not designed for use in responding to psychiatric emergencies or other situations requiring immediate response. In these situations, a parent may seek services from public programs or private providers as appropriate. Obtaining private provider services shall be at parents' expense unless otherwise determined by the IEP team.

b. Exception- (Thirty) 30 Day Interim Placements

- 1) When a student relocates into San Luis Obispo County with an existing IEP from another LEA/SELPA which indicates ERSESS the LEA will forward a copy of the existing IEP and other pertinent student material to County Division Manager

or Designee within 5 days of interim placement start for intake purposes and implementation of services designated on the existing IEP during the (thirty) 30 Day Interim Placement. County will participate in the (thirty) 30 day review process and provide service recommendations and goals as appropriate. (If the existing IEP includes residential mental health services, see Section VII).

c. Active IEP Request for Services

- 1) When the IEP team has determined the need to submit a Request for Services to County the LEA will ensure that:
  - i. The student has emotional or behavioral characteristics that:
    - (1) Impede educational progress as measured by: standardized achievement tests reported in scores and compared to measured ability when appropriate; teacher observations; work samples; grade reports reflecting classroom functioning; or other measures determined to be appropriate by the IEP team. Other measures may include documentation that the emotional disturbance is preventing the student from being maintained in their instructional program for sufficient time to benefit academically.
    - (2) Are associated with a condition that cannot be described solely as a temporary adjustment problem. A temporary adjustment problem is defined as one that can be resolved with less than (3) three months of school counseling.
    - (3) Are present in several settings, including the school, the community, and the home.
    - (4) Are significant, as indicated by their rate of occurrence and intensity.
    - (5) 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.
    - (6) The student's functioning; including cognitive functioning is at a level sufficient to enable the student to benefit from mental health services and participate in treatment, as determined by LEA educational assessments. If the LEA requests services for a student with low cognitive ability, then as part of the Request for Services packet, the LEA needs to support why the student will benefit from such services.
    - (7) An assessment has been made by school site personnel in accordance with EC 56001G), 56324, 56321(b)(3), and GC 7576.
    - (8) A description of the school counseling, psychological, and guidance services and other interventions that have been provided to the student, including the initiation, duration, frequency and results of the services, or an explanation of why a service was considered for the student and determined to be inappropriate.

- 2) Modification of the student's special education program has not met the educational needs of the student.
  - i. If the Request for Services is based on a parent request and the above criteria cannot be met, the LEA special education director or designee shall contact County to review the request prior to submitting the referral packet.
- 3) A written parental/guardian consent shall be obtained for the Request for Services to County which includes permission to send information to County.
- 4) If the student is a ward or dependent of the Juvenile Court and this is known by the LEA, the guardian ad litem, probation officer or social worker shall be notified.
- 5) The LEA, whenever appropriate, shall call County to consult on the case prior to initiating the Request for Services procedure.
- 6) The LEA's special education administrator or psychologist shall complete the Request for Services packet.
- 7) The LEA shall be responsible for the following:
  - i. Obtaining written parental/guardian consent to send and receive information to/from County. This information shall include copies of the following:
    - (1) A fully completed Request for Services form (Appendix B).
    - (2) IEP indicating request for mental health services.
    - (3) Release of Information form signed by parents/guardians allowing the LEA and County to send and receive information.
    - (4) All available psychological reports.
    - (5) Other appropriate reports including, but not limited to, teacher observations, behavioral contracts, behavioral plans, IEP goals/objectives related to behavior, or functional behavioral analysis.
    - (6) Information on pre-referral interventions considered and/or attempted in the schools.
  - ii. Indicating whether the child is a ward or dependent of the Juvenile Court and the worker's name and phone number.
  - iii. Proposing a date for the IEP meeting within the (sixty) 60 day timeline and including it with the Request for Services when possible.

### **3. Mental Health Procedure**

- a. The intake process shall include, but is not limited to, the review of the student's school records and assessment reports and observation of the student in the educational setting, when appropriate and clinical interview.
  - 1) County shall report back to the referring LEA or IEP team within (thirty) 30 days from the date of receipt of the Request for Services if no parental consent for a County intake has been obtained. If the parent/guardian has not responded to the request for an intake appointment for the child, County shall send written documentation to the special education administrator describing the attempts.
  - 2) Upon receipt of the parent's written consent for a County intake, County shall coordinate with the LEA to schedule an IEP meeting to review the referral results.

The LEA shall schedule the IEP meeting to be held within sixty (60) days from the receipt of the written consent for intake.

- 3) The County intake shall be completed in sufficient time to ensure that an IEP meeting is held within sixty (60) days from the receipt of the written parental consent for County intake for services.
- b. If, following a Request for Services to County, the child changes LEAs within the County, the referring LEA shall notify County immediately. The new LEA will continue the Request for Services initiated in the previous LEA. The receiving LEA shall notify County of the child's current location.
- c. Following the County intake, County shall provide the following information to the IEP team and parent/guardian:
  - 1) The methods utilized for the basis of County recommendation
  - 2) Proposed goal and base line
- d. If the IEP team agrees to services from County, County recommendations shall be reviewed by the IEP team which include proposed goals and frequency and duration. If services are not recommended, County shall provide written notification and explanation of why services are not recommended.
- e. County shall review the recommendation with the parent and appropriate members of the IEP team. If services are recommended, a County representative shall attend the meeting to review the recommendations.
- f. Following discussion by the IEP team, the IEP team shall consider the recommendations of the County professional regarding ERSESS. The IEP team will make the final determination of services and placement.
  - 1) The IEP shall then be developed, including the ERSESS to be provided, the start date, frequency, duration and location using SELPA forms.
  - 2) County shall contribute to a description of present levels of performance in the social, emotional and behavioral areas.
  - 3) County shall participate in establishing the goals, the evaluation procedure and the method for progress reporting to be utilized. The IEP team will determine progress reporting periods at the time of the IEP meeting which includes ERSESS.
- g. Any member of the IEP team who disagrees with one or more recommendations of the team shall submit a dissenting statement at the meeting to be attached to the IEP.
- h. A copy of the IEP shall be given to the County agency.

#### **4. Re-Evaluation, IEP Review, and Progress Reporting**

- a. IEPs shall be reviewed at least annually except when residential placement is on the IEP. With residential placement, a review shall occur every six (6) months.
- b. IEP Meetings
  - 1) If reasonable notice is given and County staff cannot attend the IEP meeting the LEA will request a written excusal. If one cannot be obtained, then the IEP will

be rescheduled to ensure County participation. If written excusal is obtained, then a written report shall be submitted by County to the LEA which covers the following areas:

- i. Child's current social/emotional adaptation and its effect on the child's education.
  - ii. Progress in treatment and need for continued services including frequency, duration, and location.
  - iii. Progress in reaching current IEP goals and objectives, and recommendations on revised goals and benchmarks.
- 2) Recommendations made in writing as noted above shall not be changed without the input of the County therapist including goals and frequency and duration of services.
  - 3) COUNTY shall report progress to the IEP Team LEA consistent with the identified progress report periods. Progress reporting periods shall be determined at the time of the initial and/or annual IEP meeting unless otherwise determined by the IEP team.
- c. IEP Review Requested by County for Modification or Termination of Services
- 1) Whenever there is a change, or anticipation of a change, in the ERSESS portion of the IEP, or the student is no longer participating in treatment, County will notify the LEA of the need for an IEP meeting to discuss and document concerns.
    - i. Such documentation may be accomplished by an addendum to the IEP.
  - 2) The assigned clinician is required to communicate with the LEA case manager or special education director regarding the student's non-participation in recommended services.
  - 3) The LEA will be responsible for scheduling an IEP and for providing the County clinician reasonable notice of the meeting.
  - 4) The County clinician will be responsible for submitting an exit report documenting the termination of ERSESS when the IEP team agrees ERSESS are no longer required for the student to receive a FAPE.
  - 5) If the student requires services to address social/emotional needs, the IEP team shall document how the LEA will address those needs should County no longer be the provider and remove County as the provider of services on the IEP.
- d. Progress Reporting
- 1) In compliance with IDEA the LEA and County shall provide progress reports to the case manager or designee at least as often as parents of students in general education receive progress reports.
  - 2) During the development of an IEP, progress reporting periods shall be noted on the IEP.
  - 3) The case manager is responsible for providing County due dates for progress reporting

- 4) COUNTY, in coordination with the LEA case manager, shall submit progress reports concerning all IEP ERSESS goals on each student five (5) days prior to the progress report date.

**5. Outpatient and On-Site Mental Health Services by County Behavioral Health**

Services outlined under Exhibit A the Contract, other than on a crisis basis, which are provided in the home, may only be provided if agreed upon by the IEP team and noted in the IEP.

**6. Residential Placement**

- a. The student's school LEA of residence shall be responsible for out-of-home placement for students whom the IEP team has determined that residential placement is the least restrictive environment.
  - 1) When an IEP team recommends residential placement for a student who meets educational eligibility, an IEP team shall be convened within (thirty) 30 days and will include an authorized County representative. If a County authorized representative is not present, the IEP team meeting shall be adjourned and be reconvened within fifteen (15) days with an authorized representative from the County participating as a member of the IEP team as specified in this Contract.
- b. As in all other referrals, if the child is a ward or dependent of the Juvenile Court, the appropriate worker shall be notified.
- c. When the IEP team convenes to discuss the need for residential placement the following will occur:
  - i. The IEP team, which may include County staff, shall discuss the child's needs and any possible alternatives to out-of-home care. Prior to the determination that a residential placement is necessary for the student to receive special education and mental health services, the IEP team shall consider less restrictive alternatives
  - ii. The IEP team shall document the alternatives to residential placement that were considered and the reasons why they were rejected. Such alternatives may include any combination of cooperatively developed educational and mental health services.
  - iii. If residential placement is the decision of the team, a written statement shall be included on the IEP which documents the mental health and education needs which support the decision. The IEP team shall identify the type of residential placement and necessary educational services that assures a Free and Appropriate Public Education (FAPE) in the least restrictive setting. Least restrictive environment considerations dictate that placements as close to home as possible be given preference, as long as they assure FAPE.
- d. Placement Procedures
  - 1) LEA shall request a County case manager to finalize the placement plan and to make the placement as soon as possible.
  - 2) County case manager shall contact the appropriate LEA director and the SELPA director prior to placement to verify that the education program is certified by the



California Department of Education (CDE). All educational placements must be in a program certified by CDE.

- 3) The LEA shall be responsible for:
  - i. The transportation of a student with a disability to and from the mental health services specified on the student's IEP and SELPA approved NPS contract.
  - ii. The transportation of a student to and from the residential placement as specified on the IEP and SELPA approved NPS contract.
  - iii. The special education instruction, non-mental health related services, and designated instruction and services agreed upon in the nonpublic, nonsectarian school services contract or a public program arranged with another SELPA or LEA.
- 4) County will identify, in consultation with the IEP team's Administrative designee, a mutually satisfactory placement that is acceptable to the parent and addresses the student's educational and mental health needs in a manner that is cost-effective for both public agencies.
- 5) Only non-profit facilities licensed as a Community Care Facility, which have an Aid to Families with Dependent Children- Foster Care (AFDC-FC) group home rate set by the State Department of Social Services shall be considered. Rates may be negotiated as appropriate.
- 6) Residential Care Level (RCL) 13/14 Placements
  - i. The IEP team shall convene to authorize placement into an RCL 13/14 facility. COUNTY shall certify and complete reporting requirements to document that the student requires this level of care.
  - ii. If/when the need arises to move the student to another RCL 13/14 facility or when RCL 13/14 placement is no longer required, the IEP team will reconvene to authorize same.
- 7) County shall conduct an exhaustive search for an appropriate residential placement, focusing on a placement that is appropriate, least costly, and closest to home.
- 8) If an exhaustive search does not result in locating a placement, County shall provide the LEA and parent/guardian with documentation of the search. The LEA and COUNTY shall then convene an IEP meeting to propose alternative services and next steps.
- 9) Once the residential placement decision has been made, the school personnel shall send appropriate information to the district for review and recommendation.
- 10) County is responsible for follow-up care, including face-to-face contacts with the child and facility, updating the parent and IEP team on therapeutic progress.
- 11) IEP review and termination of services shall occur as indicated in Section IV of this agreement.

- e. Out-of-State Placements:
- 1) If an appropriate non-profit, in-state placement cannot be found, the IEP team can recommend an out-of-state facility and the IEP team shall have final approval for such placement.
    - i. The IEP team shall document on the IEP the alternatives to out- of-state residential placement that were considered and the reasons why they were rejected.
    - ii. For educational purposes, the student shall receive services from a school certified by the CDE.
  - 2) County shall verify that the education program is certified as a non-profit NPS by CDE.
  - 3) When a student is to be placed out-of-state the LEA is responsible for completing the NPS SELPA approved contract. County is also responsible for case management as determined by the IEP team. Fiscal and program responsibilities for ERSESS shall be the same for placements made outside of California as they are for placements made inside California as documented in the SELPA contract.
  - 4) When a child is placed out-of-state, County will conduct quarterly site visitations.
  - 5) For those children placed out-of-state, the typical mode for the six (6) month IEP meeting may be by telephone conference.
- f. Referrals for Residential Transfers into the County
- 1) When the LEA or County becomes aware of the transfer, each is responsible to notify the other immediately.
    - i. A transfer is defined as the parent legally establishing residence in a LEA in San Luis Obispo County.
  - 2) Upon verification of parent(s) residence in the local LEA, the parent/guardian signs a release to County. The school requests school records and forwards all pertinent information along with the existing IEP to the County clinical programs manager.
  - 3) When notified about a transfer, the LEA will contact the last attended LEA in the previous County for information.
  - 4) The existing IEP will be implemented until the receiving LEA and County jointly determine that a reevaluation is needed and a subsequent IEP can be held within thirty (30) days. The receiving LEA is responsible for scheduling and holding the IEP meeting which shall be scheduled at a mutually agreed upon time and place. Whenever a student is placed and residing in a residential nonpublic, nonsectarian school, the Special Education Local Plan Area (SELPA) making the original residential placement shall continue to be responsible for the funding of the placement for the remainder of the school year, including the extended school year (EC 56325).

g. Court Ordered Placements

- 1) It is understood by the LEA and County that any residential placement that is court ordered, or is required by another agency, is outside the requirements of a joint LEA and County agreed upon placement.

**7. General Principles of Agreement**

a. Access/Fingerprinting/Provision of Space.

- 1) SELPA will collaborate with County to ensure that County staff is afforded appropriate on-campus access, during school hours, to disabled students being assessed for or receiving mental health. Visiting County staff will report to the respective school office and follow campus procedures for visitors.

b. Confidentiality and Reporting

- 1) County records are deemed confidential and privileged by the Lanterman-Petris-Short Act (LPS), Section 5328, Division 5 of the Welfare and Institutions Code and/or Federal Law/Federal Regulation 42 CFR Part 2. Education records are deemed confidential according to Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. Section 1232(g). It is understood that all agencies will utilize their release of information process prior to sharing information with the other involved agencies. The parent/guardian or the adult child shall sign the release. County and LEA shall release only with appropriate signature and only that information pertinent to the case.
- 2) County and the LEA agree to share information for the purpose of validating cost of services in a confidential manner while not violating the provisions above. This data sharing will be limited to individuals being served, type of mental health service provided, where the service is provided, training/level of the service provider, and the associated I billing costs.
- 3) SELPA contract service verification reports and invoicing shall be used for monitoring and reconciliation purposes.

c. Interagency Dispute Resolution

- 1) Every attempt will be made to resolve the dispute at the lowest possible administrative level. Nothing in these dispute resolution procedures precludes a parent or adult student from initiating due process or complaint procedures.
- 2) Interagency Dispute Resolution Conference:
  - i. The first attempt at conflict resolution shall consist of the district director of special education and the County program director or designee involved in discussing the point of difference in a meeting.
    - (1) The direct service professionals from County and the school involved may have the opportunity to present their positions.
    - (2) The meeting shall be convened within (fifteen) 15 calendar days upon request by either agency.
    - (3) The meeting may be expanded to include the SELPA director.

- 3) Impasse:
  - i. When both agencies have exhausted all efforts to resolve an issue, they, by mutual agreement may consider arranging a SAFE Multi-Agency Solutions Group meeting (MSG). The MSG format is a last resort. As long as an agency is in the process of solution focused problem solving, the conversation between the agencies will continue outside the context of SAFE. The point at which the agency management from two or more agencies agree that an impasse has been reached, is the point at which a referral may be made.
- d. Referral Process to the Multi-Agency Solutions Group (MSG):
  - 1) Referrals to the MSG must be authorized by management from at least two agencies.
  - 2) The referring parties must jointly determine who will fill out the SAFE referral form and invite those beyond the core group who need to be a part of the solution group. (The core group will include a manager from each of the agencies and the SELPA director).
  - 3) County will schedule the meeting which is typically held on Tuesdays and are usually one hour in length.
  - 4) A disposition will be written and submitted to each agency representative for final approval.
  - 5) In the event that an acceptable solution cannot be reached by the end of the meeting, the committee may decide to reconvene for further problem solving efforts or to refer the case to the department head level for consultation or final disposition.
- e. Funding
  - 1) Pursuant to the Individuals with Disabilities Education Act (IDEA), services as specified on the IEP are at no cost to the parent. Parents may voluntarily consent to use of private insurance, but cannot be compelled to do so. County, however, may under currently established procedure, bill Medi-Cal. Funding for residential services shall be provided as stipulated in the SELPA contract.
- f. Identification of Existing Programs and Placement
  - 1) The SELPA and County representatives will work cooperatively to identify existing public and state-certified nonpublic education programs, treatment modalities, and location of appropriate residential placements which may be used for placement by the IEP team.
- G. Planning and Consultation
  - 2) The SELPA and County shall hold at least annual meetings to discuss programs of joint interest and for purposes of short and long range planning. In-service training may be initiated to further the purpose of this agreement. The agencies covered by this agreement shall provide consultation as needed concerning the interagency process outlined in the agreement.

## 8. Definitions of Terms Used in the Agreement

### a. Educational Evaluation

- 1) 20 U.S.C. 1414(b)(2)(A)- In conducting the evaluation, the local educational agency shall use a variety of assessment tools and strategies to gather relevant functional and developmental information, including information provided by the parent, that may assist in determining whether the child has a qualifying disability which requires special education interventions. The information gathered from the evaluation will be used to develop an Individualized Education Program.

### b. Individualized Education Program (IEP)

- 1) The term "Individualized Education Program" or "IEP" means a written document for each child with a disability that is developed, reviewed, and revised in accordance with this section and that includes:
  - i. A statement of the child's present levels of educational performance.
  - ii. A statement of measurable annual goals, including benchmarks or short-term objectives.
  - iii. A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child.
  - iv. An explanation of the extent, if any, to which the child will not participate with non-disabled children in the general education program.
  - v. A statement of any individual modifications in the administration of state or district-wide assessments of student achievement that are needed in order for the child to participate in such assessment.
  - vi. A statement regarding projected date for the beginning of the services and modifications needed for the child, and the anticipated frequency, location, and duration of services and modifications.
  - vii. Any other components mandated by federal or state statutes or regulations.
  - viii. It is the intent of the Legislature that the IEP team meetings be non adversarial and convened solely for purposes of making educational decisions for the good of the individual with exceptional needs.

### c. IEP Team

- 1) The following people are required at the IEP meeting:
  - i. The student's parent/guardian, surrogate or person with educational rights.
  - ii. A special education teacher.
  - iii. An administrator or designee who is qualified to provide or supervise the provision of instruction to meet the student's unique needs, and is knowledgeable about general education and resources of the LEA.
  - iv. At least one general education teacher of the student if the student is being considered for or in general education classes.

- d. Individuals with Exceptional Needs (IWEN)
  - 1) IWEN means all children whose disability indicates educational needs that cannot be met by the general education teacher with modification of the general school program, and therefore, require special education and/or related services (EC 56026).
- e. Least Restrictive Environment (LRE)
  - 1) LRE provides that IWENs students with disabilities are educated with their non-disabled peers to the maximum extent appropriate to the needs of both. Removal of IWENs students with disabilities from the general education environment to placement in special classes, special schools, or institutions should occur only when the nature and severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily.
- f. Local Education Agency (LEA)
  - 1) LEA refers to the local school district and/or County office of education.
- g. Parent
  - 1) Includes any person who has "educational rights" for the child. "Parent," in addition, includes any student 18 and over or legally emancipated for whom no guardian has been appointed. "Parent" also includes a foster parent (EC 56055) or a parent surrogate (EC56050). In the case of a surrogate parent, County shall receive a copy of the appointment form.
- h. Student/Child
  - 1) Children who are certified as eligible for special education, are between the ages of 3 years and 21 years inclusive who have not obtained a high school diploma. (Students who turn 22 may stay in school as specified in EC 56026). Children younger than 3 years may be served in some cases EC 56026).
- i. Special Education
  - 1) Special Education means specially designed instruction and related services which are available only to students who have been identified as IWENs in accordance with specific criteria outlined in the California \Education Code and Title 5, and whose education needs cannot be met in the regular instructional program. Special education is an integral part of the total public education system and should be provided in a manner that promotes maximum interaction between students with disabilities and students without disabilities, to the maximum extent appropriate to the needs of both.
- j. Emotional Disturbance as defined under IDEA
  - 1) CCR 3030(i) states that, "Because of a serious emotional disturbance, a student exhibits one or more of the following characteristics over a long period of time and to a marked degree, which adversely affect educational performance:
    - i. An inability to learn which cannot be explained by intellectual, sensory, or health factors.

- ii. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
  - iii. Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations.
  - iv. A general pervasive mood of unhappiness or depression.
  - v. A tendency to develop physical symptoms or fears associated with personal or school problems."
- 2) A "serious emotional disturbance," hereinafter will be referred to as an "emotional disturbance (ED)."
- k. County Behavioral Health
- 1) Refers to the County of San Luis Obispo Health Agency Behavioral Health Department
- l. Mental Health Services
- 1) Mental health services, when delineated on the IEP, are provided by the County program directly, or by contract. Services may include assessment, individual therapy, group therapy, evaluation, collateral services, case management and crisis intervention and any other services which may be included in the current SELPA and/or LEA individual contract. Day treatment means services to students who spend less than 24 hours a day in a planned comprehensive program of treatment modalities. Case management services are those designed to track and monitor a student's progress and to intervene as needed to assure availability and adequacy of treatment and necessary mental health services (California Administrative Code (CAC), Title 9, Section 542 and 543). Services not included are psychiatric hospitalization and the cost of medications.
- m. Mental Health Intake
- 1) A service designed to provide documented analysis of the nature of the student's emotional or behavioral disorder. It is conducted by qualified County professionals employed by or under contract with County.
- n. County Behavioral Health Staff
- 1) Shall indicate the individuals designated by the County of San Luis Obispo to provide COUNTY services.
- o. Request for Services
- 1) The IEP team has made a determination that a student may require ERSESS to receive educational benefit and is requesting that County review a referral packet and complete an intake to make a recommendation to the IEP team.

**Appendix A**

**2017-18 SELPA-WIDE Therapeutic Learning Class(TLC) Configuration**

**District Operated Regional TLC Programs**

**Elementary School Provider**

**LEA      Regional**

- San Benito Elementary School; Grades K-6      AUSD
- Sinsheimer Elementary School; Grades 1-6      SLCUSD
- Shell Beach Elementary School; Grades K-6      LMUSD

**Middle School**

- Daniel Lewis Middle School; Grades 6-8      PRJUSD
- Los Osos Middle School; Grades 6-8      SLCUSD

**High School**

- Arroyo Grande High School; Grades 9-12      LMUSD
- Atascadero High School; Grades 9-12      AUSD
- Paso Robles High School; Grades 9-12      PRJUSD
- Morro Bay High School; Grades 9-12      SLCUSD

COUNTY staffing:

- 5.0 FTE (LCSW, MFT, or MFT Trainee)
- Staffing may vary based on need
- Therapy is school-site based and/or clinic-based

**Day Treatment**

- Vicente Day Treatment Program; Grades 7-12      COE
- CJ Day Treatment; Grades K-6      COE

COUNTY staffing:

- 2 FTE Therapists (LCSW, MFT or MFT Trainee)
- 1 FTE Licensed Psych Technician (LPT)
- .50 FTE Physician
- Interns as available

Location subject to change without notice

Grade assignment may vary with location and subject to change due to student need.



**Appendix B**  
San Luis Obispo County SELPA  
**REQUEST FOR SERVICES FOR ERSESS**  
(Educationally Related Mental Health Services)

Date: \_\_\_\_\_

Summary prepared by Case Manager/School Psychologist: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Student Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

School District: \_\_\_\_\_

Grade: \_\_\_\_\_

School of Attendance: \_\_\_\_\_

Active IEP Dated: \_\_\_\_\_

Primary Language of Student: \_\_\_\_\_

Primary Language of Parent: \_\_\_\_\_

Special Education Eligibility: \_\_\_\_\_

Current Special Education Service(s): \_\_\_\_\_

Current Teachers: \_\_\_\_\_

Parent Name: \_\_\_\_\_

(Check box that applies):

Parent

Guardian

Surrogate

Foster

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Prior student/family involvement with Mental Health professional-public or private:

Yes  No

(If yes, provide information below):

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Briefly describe nature of student or family's involvement with the above individual or agency:

Involvement with other agencies (e.g., TCRC, Social Services, Probation):

Yes  No

(If yes, provide agency information below):

Agency: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Briefly describe nature of student or family's involvement with the above agency:

|   |  |
|---|--|
| Involvement with other agencies (e.g., TCRC, Social Services, Probation):   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (If yes, provide agency information below):   |  |
| Agency: _____   |  |
| Name of Contact Person: _____   | Phone: _____   |
| Briefly describe nature of student or family's involvement with the above agency:   |  |
| 1. Describe results of preliminary assessment, including those conducted by school personnel to the extent that they are available, and other relevant information, including reports completed by other agencies:  |  |
| 2. Summary of emotional or behavioral characteristics of student:   |  |
| a. Description of all qualified educational staff (names and qualifications) who have observed student in appropriate educational and other setting(s):   |  |
| Name: _____   | Position: _____  |
| Name: _____   | Position: _____  |
| Name: _____   | Position: _____  |
| Contact Number: _____   |  |
| Contact Number: _____   |  |
| Contact Number: _____   |  |
| b. Description of appropriate educational and other settings in which student was observed:   |  |
| c. Description of how emotional or behavioral characteristics impede the student from benefitting from educational Services:  |  |
| d. Description of rate of occurrence and intensity of emotional/behavioral characteristics:   |  |
| e. Rationale to support that the emotional/behavioral characteristics are not associated with a condition that can be described as social maladjustment. <i>(Social maladjustment is characterized by deliberate noncompliance with accepted social rules, a demonstrated ability to control unacceptable behavior and the absence of a treatable mental disorder):</i> |  |
| f. Rationale that the emotional/behavioral characteristics are not associated with a condition that could be described as a temporary adjustment problem that can be resolved with less than three months of school counseling:   |  |
| 3. Rationale that the student's functioning, including cognitive functioning, is at a level sufficient to enable the student to benefit from mental health services, according to educational assessment:   |  |
| 4. Description of the school counseling, psychological and guidance services, and other interventions that have been provided to the student, including the initiation, duration, and frequency of the services, or an explanation of why services were considered for the student and determined to be inappropriate:  |  |
| 5. Additional relevant information as needed:   |  |
| Items to be included in mental health referral packet:  |  |
| Signed consent for exchange of information, consent for referral for mental health services.  |  |
| Prior and current IEPs.   |  |
| Date of expanded IEP (within 60 days from receipt of written parental consent).   | Date:  |
| District Director: _____  | Signature: _____   |
| Date: _____   |  |
| Distribution: <input type="checkbox"/> Mental Health <input type="checkbox"/> LEA Director <input type="checkbox"/> Special Education File  |  |
| 2178 Johnson Blvd., San Luis Obispo, CA 93401-4535  |  |