



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

**Meeting Date:** April 12, 2012

**Subject:** Grants, Entitlements, and Other Income Agreements  
Ratification of Other Agreements  
Approval of Bid Awards  
Approval of Declared Surplus Materials and Equipment  
Change Notices  
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Administrative Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notices of Completion

<b>Estimated Time:</b>	N/A
<b>Submitted by:</b>	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
<b>Approved by:</b>	Patricia A. Hagemeyer, Chief Business Officer

**GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>CHILD DEVELOPMENT</u></b>		
A12-00086.1 Sacramento Employment and Training Agency (SETA)	8/1/12 – 7/31/13: Amendment No. 1 to grant funding applications for Head Start and Early Head Start Programs. Amendment is due to a COLA increase of 0.72%. The Child Development Department enrolls and serves 1,439 children within Head Start, Children’s Centers, Infant/Toddler, and Home Based Programs. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Early Head Start serves pregnant teens and children ages 0-3 years. Social workers, registered nurses, and other health professionals provide direct services and referrals to program participants.	\$8,337,041 Head Start <i>(original amount)</i> Increase of \$59,883 <u>New Total =</u> <u>\$8,396,924</u>  \$1,534,034 Early Head Start <i>(original amount)</i> Increase of \$10,847 <u>New Total =</u> <u>\$1,544,881</u>

**NUTRITION SERVICES**

A12-00094 Fresh Produce and Floral Council	1/1/12 – 6/30/12: Let’s Move! Salad Bars to Schools Grant. Let’s Move! Salad Bars to Schools is a comprehensive grassroots public health effort to mobilize and engage stakeholders at the local, state and national level to support salad bars in schools. This grant provides our district with one salad bar for an elementary school to be determined.	\$2,500
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**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>SPECIAL EDUCATION</u></b>		
SA12-00539 County of Sacramento, Department of Health and Human Services	7/1/11 – 6/30/12: Memorandum of Understanding between SCUSD and Sacramento County Department of Health and Human Services, Division of Behavioral Health Services to provide mental health services for students with disabilities as recommended in the Individualized Education Plan (Plan). The 2011 Budget and accompanying bill confirmed that prior bill, AB 3632, is now inoperable. As a result of the new legislation, school districts are solely responsible for ensuring that students with emotional and behavioral disabilities receive special education and related services to meet their needs according to the Individuals with Disabilities Act (IDEA) of 2004. Funding has been shifted to the Special Education Local Plan Areas (SELPA) to provide these social/emotional and behavioral services as part of IEP recommended related services. During the current year long transition, Sacramento County Mental Health has received approximately \$2,000,000 in funds to provide mental health services for students receiving special education services throughout Sacramento County. In order to access this funding and to	\$455,000 Special Education Funds

receive the benefits of full scope Medi-Cal reimbursement, the SELPA must enter into an MOU with County Mental Health for the current school year.

Strategic Plan: Aligns with Pillar III, Organizational Transformation by supporting teaching and learning.

**APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Books	Warehouse	\$2,150	Surplus

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Roebbelen Construction	Project No. 002-0557, SMUD Sunflower Project at School of Engineering & Sciences (DSA No. 02-112133). Note: The Sunflower Project was the installation of a Solar Collection Device funded by SMUD. It is shaped like a Sunflower with the PVC pipes spread out like petals.	March 18, 2012

**MEMORANDUM OF UNDERSTANDING****Between****SACRAMENTO CITY UNIFIED SCHOOL DISTRICT****and****SACRAMENTO COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
DIVISION OF BEHAVIORAL HEALTH SERVICES**

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**This Memorandum of Understanding (MOU)**, made and entered into by and between the Sacramento City Unified School District (SELPA), and the County of Sacramento, a political subdivision of the State of California, through its Department of Health and Human Services (DHHS), Division of Behavioral Health Services (DBHS), (jointly hereinafter referred to as COUNTY).

**RECITALS**

**WHEREAS**, in 1984, the Interagency Responsibilities for Providing Services to Children With Disabilities Act ("AB 3632") established that the provision of related services, as defined in paragraph (26) of Section 1401 of Title 20 of the United States Code, and designated instruction and services, as defined in Section 56363 of the Education Code, to children and youth with a disability ("students with a disability" or "special education students") shall be the joint responsibility of the Superintendent of Public Instruction and the Secretary of Health and Human Services. The Secretary of Health and Human Services was required to appoint an agency in each county to assume the responsibility of providing these services; and

**WHEREAS**, from 1984 through at least the 2009-2010 fiscal year, county mental health agencies were appointed to provide mental health services to students with a disability, as set forth in their individualized education programs ("IEP"), pursuant to AB 3632 and subsequent legislation; and

**WHEREAS**, in March 2011, the Legislature passed AB 100 to provide \$98,586,000 in Mental Health Services Act (Proposition 63) funding to counties for mental health services for special education pupils. AB 100 requires LEAs to enter into an MOU with counties to access such funding; and

**WHEREAS**, on June 30, 2011, the Governor signed AB 114, which would thereby render inoperative on July 1, 2011, and repeal on January 1, 2012, the AB 3632 mandate, and would shift the responsibility for the provision of mental health services as a related service from county mental health agencies to local educational agencies; and

**WHEREAS**, under State law, counties are obligated to provide medically-necessary mental health services to eligible individuals who have qualifying mental health needs under the Medical program, and such services may include specialty mental health services that would otherwise be provided to individuals with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Education Code section 56026; and

**WHEREAS**, SELPA and COUNTY have collaboratively determined that it is necessary to provide a framework to assure that those students determined to be eligible for special education and related services as individuals with exceptional needs, pursuant to Education Code section 56026, have access to a free appropriate public education; and

**WHEREAS**, it is the intent of SELPA to contract with the Sacramento County's mental health agency for the purpose of ensuring that mental health providers are available to provide educationally-related assessments and outpatient mental health during the 2011-2012 fiscal year in conformity with all applicable federal, state and local laws; and

**WHEREAS**, it is the intent of COUNTY and SELPA to agree to the prioritization of the use of State and federal funds that are directed at educationally-related mental health services through Medi-Cal, AB 100, and federal IDEA Allocation funds; and

**WHEREAS**, it is the Parties' intent to provide the level of services and the financing arrangements as specified herein for the time period of July 1, 2011, through June 30, 2012, to the extent allowable under State and federal statutes and regulations that are in existence at that time, and subject to Article IX below regarding contract Termination;

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

**WHEREAS**, it is understood and agreed by and between the Parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the Parties as follows

## **AGREEMENT**

### **Article I. TERM**

This MOU shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2011 through June 30, 2012, unless terminated earlier pursuant to provisions of Article IX herein.

### **Article II. SCOPE OF SERVICES**

A. From July 1, 2011, through June 30, 2012, the COUNTY agrees, based on the contingencies and conditions described in this MOU, to provide educationally-related mental health services which are identified within SELPA's students' Individualized Education Programs (IEPs) and that are "related services," as defined in paragraph (26) of Section 1401 of Title 20 of the United States Code, and designated instruction and services, as defined in section 56363 of the Education Code. The educationally-related mental health services covered under this Agreement shall hereinafter be called "contract services."

1. As set forth in Education Code Section 56363, such "related services" may include psychological services, counseling and guidance services, and social work services.

2. Such related services may also meet the Medi-Cal definitions (as set forth in California Code of Regulations, Title 9, Rehabilitative and Developmental Services) for “specialty mental health services,” which may include case management, collateral services, and psychotherapy provided individually, with a family, or in a group and medication support services.
  3. The Parties acknowledge that not all Medi-Cal specialty mental health services or medically-necessary mental health services are related services pursuant to special education law. Accordingly, any services provided by COUNTY in excess of the service requirements set forth in the IEPs of SELPA students shall be the sole legal and financial responsibility of COUNTY with the exception of the match payment for Medi-Cal services as set forth in Article III, Paragraph C(1) below.
  4. The COUNTY will provide such services, as required by the IEPs of SELPA students, or have such services provided through its network of County and contracted mental health providers (hereinafter called “COUNTY providers”), and process payment to the COUNTY providers for such services through June 30, 2012, or until AB 100 funds are fully expended. In the event that AB 100 funds are exhausted prior to June 30, 2012, COUNTY shall not be responsible for any contract services after such exhaustion.
  5. When a student qualifies for Medi-Cal specialty mental health services and student’s services are also identified on a student’s IEP as educationally-related, SELPA may use, at the SELPA’s discretion, COUNTY providers for such services in order to access Medi-Cal funding. All such referrals for services shall be submitted by SELPA to COUNTY designee, identifying student as eligible for educationally-related mental health services and providing a copy of the IEP.
  6. SELPA or its LEA will provide COUNTY notice of upcoming IEP meetings within at least ten (10) calendar days of the IEP meeting when possible, and of transferring or terminating services for SELPA students in order to prepare the student for the transition appropriately and facilitate discharge from current COUNTY provider. SELPA will provide the notice of transferring or terminating services within at least ten (10) business days of the decision, and will work with County when transferring services to a SELPA provider or contractor, as circumstances warrant.
- B. In addition to the contract services set forth Paragraph A(4) of Article II above, COUNTY will provide the following:
1. From July 1, 2011, through September 30, 2011:
    - i. A team of 1.44 (out of 9.6) full-time mental health clinicians, .15 (out of 1.0) full-time program coordinator, and .45 (out of 3.0) full-time office assistant/clerical staff (the program coordinator and office assistant/clerical staff are hereinafter collectively called “administrative staff”). During this time period, the COUNTY clinicians and administrative staff will provide:
      - a. Oversight and monitoring of the provision of mental services to students in the SELPA whose IEPs require such services, including but not limited to, facilitating the exchange of information between

SELPA and County's providers, initiating changes in linkage when necessary for Medi-Cal and non Medi-Cal eligible students, troubleshooting service needs, ensuring that a COUNTY case manager attends IEP meetings (in person, by phone, or by video conference), encouraging the COUNTY's providers attend IEP meetings to provide input to the IEP teams of SELPA students served by that clinician, and monitoring services to ensure that the COUNTY's providers are working on IEP goals.

- b. Special education assessments of students' social/emotional/behavioral functioning and/or the need for educationally-related residential and/or contract services, including but not limited to conducting home and school observations of the student, meeting with family members to observe and interview, completing assessment tools, attending IEP meetings to review the assessment reports, and linking the child to an outpatient or residential provider if the IEP team determines there is a need for such services or a residential placement.
- c. Quarterly visits to residential facilities, case management related to residential placements, research and securing of residential placements, and attendance at IEP meetings regarding such residential placements.
- d. The verification of Medi-Cal eligibility at the time of assessment and for quarterly visits to residential providers, the issuance of payment to COUNTY providers for direct services provided pursuant to Article II(A), and the processing of Medi-Cal claims.

2. From October 1, 2011, through December 31, 2011:

- i. A team of .87 (out of 5.8) full-time mental health clinicians, .15 (out of 1.0) full-time program coordinator, and .45 (out of 3.0) full-time office assistant/clerk staff. During this time period, the COUNTY clinicians and administrative staff will provide all oversight and monitoring of outpatient and residential programs, special education assessments, and Medi-Cal verification/payment/processing described in Paragraphs B(1)(i)(a) through (d) above.
- ii. COUNTY will receive referrals for new assessments up to and through November 15, 2011. All referrals received through this date will be worked until completion or December 31, 2011, whichever comes first. No referrals for assessments received by COUNTY on November 16, 2011, or thereafter shall be accepted or worked upon by COUNTY.

3. From January 1, 2012, through March 31, 2012:

- i. A team of .45 (out of 3.0) full-time mental health clinicians, .15 (out of 1.0) full-time program coordinator, and .18 (out of 1.2) full-time office assistant/clerk staff. During this time period, the COUNTY clinicians and administrative staff will provide:

- a. Oversight and monitoring of the provision of mental services to students in the SELPA whose IEPs require such services, including but not limited to, facilitating the exchange of information between SELPA and County's providers, initiating changes in linkage when necessary for Medi-Cal and non Medi-Cal eligible students, troubleshooting service needs, encouraging COUNTY's providers attend IEP meetings to provide input to the IEP teams of SELPA students served by that clinician, and monitoring services to ensure that the COUNTY's providers are working on IEP goals.
- b. The verification of Medi-Cal eligibility, the issuance of payment to COUNTY providers for direct services provided pursuant to Article II(A), and the processing of Medi-Cal claims.

SELPA will be responsible for mental health-related special education assessments, and for any oversight and monitoring of its students' residential placements including all activities listed above in Paragraphs B(1)(i)(c).

4. From April 1, 2012, through June 30, 2012:
  - i. A team of .15 (out of 1.0) full-time program coordinator and .15 (out of 1.0) full-time office assistant/clerical staff, and no mental health clinicians. During this time period, the COUNTY administrative staff will provide:
    - a. Program closure activities, and
    - b. The verification of Medi-Cal eligibility, issuance of payment to COUNTY providers for direct services provided pursuant to Article II(A), and the processing of Medi-Cal claims.
  - ii. SELPA will be responsible for all outpatient oversight and monitoring, special education assessments, case management of residential programs described in Paragraphs B(1)(i)(a) through (c) above and the delivery of all educationally-related mental health services for non Medi-Cal students.

### **Article III. COMPENSATION:**

- A. Payment for COUNTY mental health clinicians and administrative staff: SELPA shall compensate COUNTY for the services of its personnel as set forth in Paragraph B of Article II above as follows:
  1. Each full-time mental health clinician: up to \$13,790 per month;
  2. Each full-time office assistant or clerical support: up to \$10,395 per month; and
  3. Each full-time program coordinator: up to \$15,027 per month.COUNTY shall not invoice SELPA, and SELPA is not required to pay, for any additional indirect, overhead, and administrative costs.
- B. Payment for Services Rendered by COUNTY Providers: SELPA's payments for direct contract services rendered by a COUNTY provider, pursuant to Paragraph A of Article II above, shall be based on costs up to the State Maximum Allowable (SMA) rates set forth

in Exhibit A incorporated herein and made by reference a part hereof, or any subsequent, superseding SMA rates as determined by the State during the term of this MOU.

Payment shall be made for actual contract services rendered and properly invoiced, and shall not be made for services the student did not attend or receive, or for which COUNTY has inadequate itemized proof.

- C. **Priority of Funding:** The Parties agree to fund the services set forth in Article II above in the following order: first with Medi-Cal funds whenever available, then with AB 100 funds whenever possible, last with other special education funds. COUNTY shall submit invoices to SELPA by the 15<sup>th</sup> of each quarter, at a minimum, reflecting: (a) the name of each student served and his/her district of residence, (b) the units of service by individual student served, (c) the dates of service detail for each student, (d) the name of the provider, (e) the total cost of services not offset by other sources, and (f) the percentage of the service charged to the SELPAs.

County shall not invoice SELPA for any such outpatient mental health services and administrative costs in excess of \$455,000.00 as set forth in this Article III at Paragraphs A and B. This maximum ceiling to this MOU is based upon the SELPA's pro rata share of the COUNTY'S administrative cost and an estimate of the total cost of outpatient mental health services provided to students who are entitled to such services from the SELPA. However, the COUNTY shall in no way be responsible to the student(s) or to the SELPA for any services for which the cost are in excess of the SELPA's maximum ceiling.

1. **Use of Medi-Cal Funding:**

COUNTY and SELPA agree that COUNTY will diligently pursue all available funding for children who qualify for Medi-Cal services from the State of California to pay for educationally-related mental health services provided under this Agreement as set forth in Article II. COUNTY agrees that Medi-Cal will be the first funding source that COUNTY will attempt to use for the payment of educationally-related mental health services set forth in this MOU. It is understood that if the student has Medi-Cal in addition to another form of healthcare, that health care provider must be billed prior to Medi-Cal. SELPA shall be responsible for Medi-Cal match owed by the SELPA to the COUNTY based on all Medi-Cal eligible services.

2. **Use of State Funds Allocated Under AB 100:**

- i. COUNTY and SELPA agree that, when Medi-Cal has first been determined to be unavailable, AB 100 funds will be used to the extent allowable by law to pay for the services described in Article II of this Agreement.
- ii. COUNTY will certify, with a provisional expenditure report in a format to be provided by SELPA, that the expenditures reported have been made, that this report has been conducted in accordance with applicable laws and regulations, and that full records of receipts and expenditures have been maintained and are available for audit for a period of five (5) years after submission of the final expenditure report. This report will be provided to SELPA by August 15, 2012. The final expenditure report shall also state:

(a) student, (b) the units of service by individual client served, (c) dates of service detail for each client, (d) name of provider, (e) program number of individual client, and (f) district of residence.

**3. Reimbursement by SELPA for Contract Services Not Covered by Medi-Cal or AB 100:**

- i. SELPA agrees to reimburse COUNTY for COUNTY provided and contract services described in Article II when all other methods of funding described above have been exhausted or have failed. Payment shall be made only for actual contract services rendered and shall not be made for services the student did not attend or receive, or for which COUNTY has inadequate itemized proof. Each mental health invoice shall be subject to audit.
- ii. As set forth above, COUNTY shall submit invoices to SELPA by the 15<sup>th</sup> of each quarter, at a minimum, reflecting: (a) the name of each student served and his/or district of residence, (b) the units of service by individual student served, (c) the dates of service detail for each student, (d) the name of the provider, (e) the total cost of services and any amount of such cost offset by other sources, (f) the percentage of the service charged to the SELPAs, and (g) any amounts owed by SELPA once Medi-Cal and AB 100 funds have been exhausted.
- iii. The first invoices issued pursuant to this MOU shall be submitted 45 days after the execution of this MOU. Thereafter, the COUNTY shall provide such invoices to the SELPA by the 15<sup>th</sup> of each month. SELPA, along with SELPA, shall review, approve, and pay all valid invoices within 45 calendar days of receipt.
- iv. If at any time any funds become available to COUNTY to pay for the services billed under this Section, COUNTY shall reimburse the SELPA for any payments made.

**4. Use of Excess AB 100 Funds:**

In addition to the information required to be reported pursuant to Paragraph C of Article III, for the April 2012 invoice, the COUNTY shall also report whether AB 100 funds likely will be exhausted by June 30, 2012, or whether excess AB 100 funds will remain.

- i. If the Parties anticipate that any AB 100 funds will be unexpended by June 30, 2012, COUNTY will use such excess AB 100 funds to reimburse SELPA for educationally-related mental health services and activities related to the transition of the responsibility for the provision of mental health services to LEAs.
- ii. Under these circumstances, unless prohibited by regulation or statute, AB 100 funds may be used for the provision of IEP-related mental health services by the personnel or contractors of the SELPA or its LEAs, therapeutic services at residential programs, mental health assessment materials, curriculum related to cognitive behavior therapy or psychotherapy, and mental health training for SELPA personnel, among

other educationally-related mental health services and transition activities. COUNTY will, however, prioritize AB 100 funding to reimburse provision of the services described in Paragraph C(4)(i) of Article III above.

- iii. Of the total amount of excess AB 100 funds described above, SELPA may seek reimbursement up to .15% of such excess AB 100 funds for the cost of services and activities described in Paragraph C(4)(i) and (ii) of Article III above.
- iv. To draw down AB 100 funds, the SELPA shall forward invoices to COUNTY on or before September 1, 2012, for such services described in Paragraph C(4)(i) and (ii) of Article III above.
- v. COUNTY agrees to pay SELPA within 30 calendar days following COUNTY's receipt and approval of itemized invoice(s) from all SELPAs identifying actual and verifiable services described in Paragraph C(4)(i) of Article III above, rendered during the period covered by this MOU. Approval or denial of the itemized invoice by the COUNTY shall occur no later than forty-five (45) days after receipt of the invoice from the SELPA.
- vi. To the extent that SELPA seeks reimbursement for the provision of mental-health related services provided by the personnel or contractors of SELPA or its LEAs, SELPA shall provide COUNTY an invoice that describes: a) units/minutes of service and type of service by individual client served, b) dates of service detail for each client, c) provider of service, d) location of service, and e) an individual client identifier that can be cross referenced to an individual client name. Payment for these services shall be based on costs up to the State Maximum Allowable (SMA) rates set forth in Exhibit A.
- vii. COUNTY's payments for such SELPA-provided educationally-related mental health services shall be based on an equivalent proportion of SELPA's valid claim amount to the amount of total valid claims for all SELPAs. In the event that unexpended AB 100 funds are insufficient to reimburse all valid claims, COUNTY will prioritize services as described in Paragraph C(4)(ii) of Article III above.
- viii. If an invoice is denied, the SELPA shall immediately be notified in writing of the reason for the denial and shall be provided a reasonable time to cure the defect in the invoice.
- ix. Should the State inquire about, or demand the return of, the AB 100 funds paid by COUNTY to SELPA for reimbursement for SELPA-provided educationally-related mental health services and transition activities described above, SELPA shall be solely responsible for responding to the State and, if necessary, returning such funding to the State. SELPA is not responsible for responding to the inquiries or demands of the State pertaining to any funds retained by COUNTY, and shall not be responsible for the repayment of any such AB 100 funds retained by the COUNTY.

**5. Contingency of Funding:**

- i. SELPA and COUNTY acknowledge that funding for educationally-based mental health services could be reduced to monies available through Medi-Cal and IDEA if the county mandate to provide such services is not reinstated and funding through State mechanisms (such as AB 100) are repealed or otherwise made unavailable.
- ii. If any adjustments in funding are required, they shall be made through a written contract amendment. The amount of such adjustment shall not exceed any augmentation or reduction in funding to SELPA or COUNTY by the Local Districts, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by COUNTY and by SELPA.

D. Invoices from COUNTY shall be submitted to:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
5735 47<sup>TH</sup> AVENUE  
SACRAMENTO, CA 95824  
ATTN: REBECCA BRYANT, DIRECTOR OF SPECIAL EDUCATION**

E. Invoices from SCUSD shall be submitted to:

**COUNTY OF SACRAMENTO  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
7001-A EAST PARKWAY, SUITE 800  
SACRAMENTO, CA 95823  
ATTN: LISA BERTACCINI, CHILD AND FAMILY MENTAL HEALTH  
SERVICES MANAGER**

**Article IV. COST REPORT**

- A. COUNTY shall submit a copy of the annual California Department of Mental Health's Cost Report (Cost Report) to SELPA for the 2011-2012 Fiscal Year from July 1, 2011 through June 30, 2012 (Fiscal Period) within 15 calendar days after submission to the California Department of Mental Health (CDMH). COUNTY shall prepare the Cost Report in accordance with the CDMH Cost and Financial Reporting System Local Program Financial Support Instruction Manual.
- B. The Cost Report shall be the final financial record of services rendered under this MOU, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by COUNTY and available at any time to SELPA's Administrator upon notice of at least five business days.
- C. It is agreed between SELPA and COUNTY that the provisional rates stated in this MOU at Article III above are intended to approximate COUNTY's actual costs. Should the actual rate as determined in the Cost Report for the Fiscal Period be less than the

provisional rate, COUNTY agrees to reimburse SELPA for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to SELPA no later than January 31 following the Fiscal Period. Based upon written approval of SELPA's Superintendent, this reimbursement may be made via monthly installment payments for up to six (6) months.

Should the actual rate as determined in the Cost Report for the Fiscal Period be more than the provisional rate, SELPA agrees to reimburse COUNTY for costs incurred by COUNTY in excess of the provisional rate, but not to exceed the SMA rates plus allowable administration fees, as determined in accordance with Article III. This includes Medi-Cal units of service that have been denied. SELPA agrees that at this time COUNTY will include additional units of service that had not been adjudicated at the time the provisional expenditure report or fourth quarter invoice was provided.

#### **Article V. CONFIDENTIALITY OF INFORMATION**

All data, together with any knowledge otherwise acquired by the parties during the performance of services provided pursuant to this MOU, shall be treated by the parties and the parties' staff as confidential information pursuant to applicable federal and state law, if any. The Parties acknowledge that all information regarding the provision of educationally-related mental health services provided under this Agreement shall be considered educational records and shall be accessible by the SELPAs. The parties otherwise shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the parties receive any individually identifiable health information ("Protected Health Information" or "PHI"), the parties shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act (FERPA), comparable state law, and the regulations promulgated thereunder.

Both parties agree to mutually hold the other party harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained in Article XI below.

#### **Article VI. MANDATED REPORTER REQUIREMENTS**

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

#### **Article VII. RECORDS RETENTION**

- A. COUNTY shall maintain medical records required by the California Code of Regulations (CCR). COUNTY shall maintain client medical and/or clinical records for a minimum of seven (7) years following the date of last service, except for minors. Records of minors must be maintained for at least one (1) year after a minor has reached age 18, but in no event for less than seven (7) years beyond the date of last service.
- B. COUNTY shall keep books and financial records for each Client served under this MOU for the same length of time as specified in Section A above along with complete and adequate financial records for all expenditures made by COUNTY in connection with the

administration of the program. Such records shall be open for inspection on request by SELPA's Administrator, or designee, at times mutually agreed upon by the parties hereto.

**Article VIII. CHANGES TO MOU**

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

**Article IX. TERMINATION**

This MOU may be terminated by either party without cause upon a minimum of 30 days written notice to the other party. If such termination is effected, SELPA will pay for satisfactory services rendered prior to the effective date of termination as set forth in the Notice of Termination, and for such other services, which SELPA may, in its sole and absolute discretion, agree to in writing as necessary for contract resolution. In no event, however, shall SELPA be obligated to pay more than the total amount of this MOU or an amount determined pursuant to Article III above if applicable. Upon receipt of a Notice of Termination, COUNTY shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**Article X. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and deemed properly served if delivered in person or if appropriately addressed and served by depositing same in the United States Post Office, postage prepaid for first class mail with return receipt requested.

Notices to COUNTY shall be addressed as follows:

**COUNTY OF SACRAMENTO  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
7001-A EAST PARKWAY, SUITE 1000  
SACRAMENTO, CA 95823  
ATTN: ANN EDWARDS, DIRECTOR**

OR to such other location as the COUNTY directs through proper and timely notice as set forth herein.

Notices to SELPA shall be addressed as follows:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
5735 47<sup>TH</sup> AVENUE  
SACRAMENTO, CA 95824  
ATTN: REBECCA BRYANT, DIRECTOR OF SPECIAL EDUCATION**

OR to such other location as SELPA directs through proper and timely notice as set forth herein.

**Article XI. INDEMNITY**

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

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

#### **Article XII. INSURANCE**

It is agreed that SELPA and COUNTY shall each maintain, at all times during the performance of this Agreement, insurance coverage or programs of self-insurance in the amounts of not less than: One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate for General Liability; One Million Dollars (\$1,000,000) for Automobile Liability; and One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, for Professional Liability coverage. Workers' Compensation Insurance shall be maintained as required by any applicable law or regulation. Employer's Liability Insurance shall be maintained in an amount of not less than One Million Dollars (\$1,000,000).

Subrogation: The parties hereby waive, and will cause their respective insurers to waive, their respective rights of recovery against one another for workers' compensation claims.

#### **Article XIII. ADMINISTRATOR**

The County Officer or employee with responsibility for administering this MOU is Ann Edwards, Director of the Sacramento County Department of Health and Human Services, or successor.

#### **Article XIV. AUTHORIZED SIGNATURES**

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

**Article XV. PARTIAL INVALIDITY**

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

**Article XVI. THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than SELPA and COUNTY.

**Article XVII. VENUE**

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

**Article XVIII. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**Article XIX. SUBCONTRACTING**

It is agreed and understood by the parties that the COUNTY may subcontract as necessary to achieve the intent of this MOU.

**Article XX. DUE PROCESS HEARINGS**

The Parties acknowledge that any special education due process claims involving facts that arose during any time period in which COUNTY was responsible for implementing the AB 3632 mandate remains the responsibility of COUNTY, and any special education due process claims involving facts that arose during any time period in which the SELPA or any LEA were responsible for implementing the AB 3632 mandate remains the responsibility of the respective SELPA or LEA. SELPA or LEA shall support any motion for dismissal from a due process hearing if the facts giving rise to the complaint in said due process hearing occurred solely after or during such time that the responsibility for the provision of mental health had shifted to the SELPA and or LEA. The Parties also acknowledge that any responsibility of either party for implementing stay put during the pendency of due process procedures are not affected by this MOU.

**Article XXI. INDEPENDENT CONTRACTOR**

In the performance of this Agreement, COUNTY and SELPA are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between SELPA and COUNTY, including their respective agents and employees. COUNTY and SELPA agree neither agency nor its agents and employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation or other programs afforded to the other party's employees.

Each party shall be responsible for its applicable State and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

**Article XXII. CONFLICT OF INTEREST**

COUNTY attests that it has no current business or financial relationship with any SELPA employees or other SELPA providers that would conflict with this Agreement and will not enter into any such business or financial relationship with any such employees during or following the period of this Agreement.

**Article XXIII. NONDISCRIMINATION**

During the performance of this Agreement, COUNTY and SELPA shall each comply with all applicable federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

**Article XXIV. SIGNATURE IN COUNTERPARTS**

This MOU may be signed in counterparts such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed MOU. The Parties agree that faxed signatures are binding for this MOU.

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_

Ann Edwards, Director  
Sacramento County Department of Health and Human Services

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the dates indicated below.

**-- SACRAMENTO CITY UNIFIED SCHOOL DISTRICT --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jonathan P. Raymond  
Superintendent, Sacramento City Unified School District

**-- COUNTY OF SACRAMENTO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Ann Edwards  
Director of the Department of Health  
and Human Services; Authorized by Resolution  
of the County Board of Supervisors

Approved as to Form

\_\_\_\_\_  
Rick Heyer  
Deputy County Counsel

\_\_\_\_\_  
Date

## EXHIBIT A

### PAYMENT RATES

Valid from 7/1/11 to 6/30/12

<b>CASEMIS Code</b>	<b>Special Ed Service Description</b>	<b>Medi-Cal Service Description</b>	<b>Cost Per Unit of Service*</b>
510	Individual Counseling	Individual Therapy	\$2.61/minute
515	Counseling and Guidance	Individual Therapy or Group Therapy	\$2.61/minute
520	Parent Counseling and Training	Family Therapy	\$2.61/minute
865	Agency Linkages	Case Management	\$2.02/minute
525	Social Work Services	Collateral Services	\$2.61/minute
530	Psychological Services	Individual Therapy or Group Therapy	\$2.61/minute
540	Day Treatment Services	Intensive Full Day Rahabilitative Full Day Intensive Half Day	\$202.43/day \$131.24/day \$144.13/day
545	Residential Treatment Services	Intensive Full Day Rahabilitative Full Day Intensive Half Day	\$202.43/day \$131.24/day \$144.13/day
435	Specialized Health Care	Medication Support Services	\$4.82/minute
	Educational Assessments	Assessment Services	\$2.61/minute
	Attendance at IEP Meetings	Plan Development	\$2.61/minute
	Case Management and Draft Progress Reports	Case Management	\$2.02/minute

\*Cost per Unit of Service is based on the State Maximum Allowable Rates, and shall be adjusted as determined by the State.