

Riverside County Special Education Local Plan Area (SELPA)

Procedures for Utilizing SELPA-level Contracted Services

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Master Contract Provisions

Each administrator, program specialist, and/or designee should be familiar with contract service options. This section covers information about the Master Contract and contracting for services.

Master Contract

The Riverside County Special Education Local Plan Area (“SELPA”) is responsible for initiating and maintaining the Master Contract with each Nonpublic, Nonsectarian School (NPS), Nonpublic Agency (NPA) for Community Based Services (CBS) and/or Residential Treatment Center (RTC) (“CONTRACTOR”). The purpose of the Master Contract is to provide special education and/or related services to local educational agency (“LEA”) pupils with exceptional needs for whom the individualized education program (“IEP”) team has determined needs such service. If needed, the LEA is responsible for independently contracting with NPA providers for related services (i.e., nursing, occupational therapy, physical therapy, speech language therapy).

A CONTRACTOR must be certified by the California Department of Education (hereinafter referred to as “CDE”) in order for the SELPA or LEA to use special education funds. If CONTRACTOR is a licensed children’s institution (“LCI”), it must be licensed by the state to provide non-medical care to children, including, but not limited to, individuals with exceptional needs. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by CDE must be provided to SELPA prior to initiating a Master Contract. A Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of the Master Contract. The LEA and/or SELPA may report to the CDE any violations of the provisions of the Master Contract. Such a filing may result in the suspension and/or revocation of CDE certification.

It is recommended that the LEA participate in any CDE compliance review conducted at an agency for which they are utilizing services. The CDE onsite review will address programmatic aspects, compliance with relevant state and federal regulations, and Master Contract compliance. The LEA should assist the CONTRACTOR in conducting any follow-up or corrective action procedures related to review findings as well.

The rate schedules for special education and/or related services are stated in the Master Contract. The CONTRACTOR agrees to apply the same rate for the entire fiscal year unless the Master Contract is amended. Subject to the performance of the Individual Service Agreement (“ISA”) and compliance with all terms and conditions of the Master Contract, the LEA or SELPA will pay the CONTRACTOR the agreed upon rate.

Contracting for Services

LEA and CONTRACTOR shall follow LEA and SELPA policies and procedures that support Least Restrictive Environment (“LRE”) options. LRE placement options must be addressed at all IEP team meetings regarding pupils for whom contracted services have been or may be executed. This shall include IEP team consideration of special factors, supplementary aids and services, goals and objectives, and services necessary for placement in the LRE and necessary to enable a pupil to remain in, or transition to a less restrictive setting.

Contracted services may be appropriate when viable administrative remedies and/or local resources have been exhausted. In most cases, services will be provided in the school setting. For services provided in a pupil’s home (as specified in an IEP), CONTRACTOR must assure that the parent or a responsible adult is present during the provision of services. The names of

any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot be an employee or volunteer associated with the NPS/A service provider. All problems and/or concerns reported to parent/guardian, both verbal and written, shall be provided to the LEA.

Documenting Need for Contracted Services

The IEP Team Meeting is an opportunity to discuss moving a pupil to or from a more restrictive placement. It is critical that this discussion is documented in the correct places on the IEP document.

- Support for the need for a more restrictive placement is located on the **Eligibility Page**:
 - Under the Disability Section, the description of how a pupil's disability affects involvement and progress in general curriculum should support the ins and outs of how the pupil's disability affects the ability to function in the general ed curriculum. This must be specific to THIS pupil's disability and situation, not a generic descriptor used for all pupils with the same disability.
- On the **Present Levels Page**, pay attention to the specific needs of THIS pupil and make sure the sections on this page reflect those concerns. Information throughout the IEP document needs to be consistent.
 - If the pupil requires a more restrictive setting due to serious academic deficits, make sure those are fully documented under the correct academic area.
 - If the pupil requires a more restrictive setting due to behavioral issues, make sure the information under Social/Emotional/Behavioral give an accurate description of the specific issues the pupil is having in this area.
 - If the pupil is identified as Other Health Impaired, and/or if the pupil has health concerns that indicate a need for a more restrictive setting, make sure it is clearly spelled out in the Health section on this page.
- The **Goals Page** must contain:
 - Goals that specifically address the identified needs described under Present Levels.
 - If the pupil has behavioral problems sufficient enough to restrict placement, those behaviors need to be addressed in the goals section.
 - Similarly, if there are serious concerns in the academic and/or health areas on the Present Levels page, a goal must be written to address those areas, as appropriate.
- The **Special Factors Page** has an entire section dedicated to behavioral issues:
 - If the pupil is experiencing problems with behavior, it must be addressed in this section, along with other pages of the IEP.
 - This should include a description of how the behavior impedes the learning of self or others, as well as a description of the interventions, strategies, and supports employed.
- The IEP Team must review the **Services Page** at each team meeting:
 - The Continuum of Services section of the Services Page is the first place to address the level of restriction the IEP team is considering for the pupil.
 - An IEP team must ensure they are documenting all the considered levels of placement.
 - As a rule, those levels below (less restrictive) the pupil's current placement, as well as those above (more restrictive) the current placement should be discussed.

- Even if a pupil is already in a restrictive setting, every IEP meeting should discuss whether that level continues to be necessary.
- Every meeting should discuss possible movement towards less restriction.
- Level of service is not an all or nothing situation.
 - A pupil may require more restrictive settings for some academic areas, but able to access a less restrictive setting for other areas or elective classes.
- Supporting documentation can be located in the Supplementary Aides and Services, along with the Regular and Extended Year Service grids.
- Services provided for the pupil must be consistent with the rest of the document.
 - If there is no mention of behavior needs, goals, or ways in which behavior is impeding learning, why would there be both individual and group counseling provided to a pupil during both regular and extended school year?
 - Something in that scenario does not match up.
 - If the behavior needs of the pupil have already been documented throughout the previous pages, discovering individual and group counseling services are expected.
- An area to watch is the **Educational Settings Page**:
 - Three fields must be addressed in EVERY IEP for a pupil who is moving into, or placed in a more restrictive placement. They are the explanation fields on the Ed Settings Page (note, these are paraphrased from the IEP form):
 - Services provided at school of residence?
 - Pupil will not participate in General Ed for and because.
 - Describe any harmful effects for the pupil in the more restrictive setting.
 - These need to be completed fully and with specific information for THIS pupil. Do not enter generic reasons such as “not being exposed to regular ed peers.” We need to look at what the reasons and effects are for this pupil being placed in a restrictive setting.
 - Pupils in more restrictive environments may be away from their home school site, home district, or away from home if that level of restriction is indicated. They can spend significant amounts of time being transported to and from school each day. We need to make sure the IEP show that all is considered when determining placement.
- The **Team Summary Page** is important as it ties it all together:
 - They serve to supplement, support, and clarify the information on the IEP. They never replace that information. It is critical that the Team Summary notes include the areas listed above. It needs to be in both places; the IEP page and the Team Summary. The notes could state something like, “The IEP team discussed the following potential harmful effects of this placement....” In this way it becomes clear that portion of the IEP was part of the discussion, not just a section left over from the previous IEP for the pupil, present on the IEP document, but not a part of the active discussion.

The LEA is responsible for ensuring that an IEP meeting concludes with a clearly defined offer of FAPE for the individual pupil. It is important that the LEA is familiar with the programs and services offered by each CONTRACTOR before recommending specific special education services by a specific provider or in a specific location. It is recommended that the LEA representative consult with the SELPA prior to making an offer of FAPE to ensure that an identified CONTRACTOR can provide the services proposed in the pupil’s IEP. The LEA may invite a representative from the contracting agency to attend the IEP meeting, as long as it

is not deemed to be predetermination of services. The LEA may also want to invite the parent to visit a proposed site or program. The LEA should provide the parent with prior written notice before a change in services with a CONTRACTOR begins.

Upon initial enrollment and for each subsequent IEP meeting authorizing a SELPA-level contracted service, the LEA is responsible for submitting the following to SELPA **within five (5) business days**:

- A copy of the signed Interim Placement, IEP Amendment or IEP authorizing services,
- A copy of the most recent multidisciplinary report,
- For intensive mental health services, the Riverside County SELPA ERMHS Needs Review Form (Appendix C), and
- A Student Change Notice (see Appendix D or under the *IEP Forms+* tab, then Supplemental IEP Forms on <http://www.rcselpa.org>).

Conditions Applicable to Any Type of Contracted Service

While the information above is divided into specific types of contracted services, the following applies in all conditions: Individual Service Agreement (ISA); maintenance of records; enrolling pupils placed in out of home care; maintaining compliance; IEP team meetings; positive behavioral interventions; all services are free to parents; and due process proceedings / complaint investigations.

Individual Service Agreement (ISA)

SELPA is responsible for ensuring that an ISA is developed for each pupil for whom a SELPA-level CONTRACTOR is to provide special education and/or related services.

- An ISA is developed for services authorized in an IEP, IEP Amendment or Interim Placement during the fiscal year aligned to the Master Contract (July 1 – June 30).
- The SELPA will initiate an amended ISA upon receipt of a Student Change Notice indicating a change in CONTRACTOR services.
- SELPA provides monthly lists of missing documents that impact the SELPA's ability to process pupil files and/or the payment to the CONTRACTOR.
- The LEA may be required to submit the ISA to its local governing board for review and acceptance of contracted service costs.

ISAs are void upon termination of the SELPA Master Contract by either party. To terminate the contract and ISAs, either party shall give thirty (30) days prior written notice. In the event that a SELPA Master Contract expires or terminates, the LEA may initiate an individual service contract with the CONTRACTOR should the LEA want or need to continue such services. If the termination of an ISA is contested by initiating a due process proceeding with the Office of Administrative Hearings ("OAH"), all parties shall abide by the "stay- put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

To avoid conflict of interest, and to ensure the appropriateness of an Independent Educational Evaluation ("IEE"), and its recommendations, an LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the pupil for whom the IEE is requested. Likewise an LEA may, at its discretion, not fund services through the evaluator who's IEE the LEA agrees to fund. When no other appropriate assessor is available, an LEA may request and, if CONTRACTOR agrees, the CONTRACTOR may

provide an IEE. This requires a separate contract and ISA between the LEA and the CONTRACTOR.

Attendance at an IEP meeting is part of the CONTRACTOR's professional responsibility and is not a billable service under the Master Contract. All billable hours must be in direct services to pupils as specified in the ISA. In some instances, supervision may be necessary. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential. The need for supervision provided by a qualified individual shall be determined and included in both the IEP and the ISA (e.g., one frequency and rate for the SLP to work with the pupil and another frequency and rate for a SLPA).

Maintenance of Records

The LEA is responsible for providing CONTRACTOR with pupil records to be maintained for compliance (e.g., Notice of Meeting, Prior Written Notice, IEP, behavior plan, assessment reports, etc.). The LEA shall work with CONTRACTOR to ensure that pupil records are maintained in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of employees who have access to confidential records. CONTRACTOR shall maintain an access log for each pupil's record which lists all persons, agencies, or organizations requesting or receiving information from the record. CONTRACTOR shall grant parents access to pupil records, and comply with parents' requests for copies of pupil records, as required by state and federal laws and regulations. LEA and SELPA shall have access to all records including, but not limited to, those listed in the Master Contract under Inspection and Audit.

Enrolling Students

The LEA shall provide CONTRACTOR with all necessary LEA and SELPA procedures concerning enrollment. The LEA needs to work with local LCI and FFH personnel to ensure that they understand the enrollment process so a pupil does not get enrolled in a contracted program without the DOR's knowledge. Should this happen, the CONTRACTOR shall notify the DOR within 24 hours of the pupil enrolling and refer the pupil back to the district for the standard enrollment process. The number of instructional days shall be documented in the ISA. Unless otherwise specified by a pupil's IEP, educational services shall occur at the school site. Services are not provided during holidays, winter break, spring break, intercessions, weekends, or the period between extended school year and the fall semester.

Typically, a child lives with their parent. Legally, 'parent' means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child. A 'guardian' is authorized to act as the child's parent or authorized to make educational decisions for the child. Guardians can be an individual acting in the place of a biological or adoptive parent; including grandparent, stepparent, or other relative with whom the child lives; or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with SELPA for the provision of special education or designated instruction and services for a child (California EC §56028).

However, when a pupil is placed in a LCI or FFH, there are distinct responsibilities placed on the placing agency, the new DOR, and the SELPA.

1. The agency (e.g., the court, Regional Center, or public agency) that places a child in a LCI is required to notify the LEA at the time a pupil is placed and, as part of that notification, provide the following information about parental rights:
 - a. Whether the courts have specifically limited the rights of the parent or guardian to make educational decisions for a child who is a ward or dependent of the court;
 - b. The location of the parents, in the event that the parents retain the right to make educational decisions;
 - c. Whether the location of the parents is unknown (Education Code §56156)
2. The agency that places a child in a LCI shall provide any available information on immediate past educational placements to facilitate prompt transfer of records and appropriate educational placement (Education Code §48852).
3. LCI or FFH personnel register the pupil with the district of residence (“DOR”) on the next school day following placement in the LCI or FFH. At the time of enrollment the LCI or FFH personnel should present one of the following: (a) parent name(s) and address(es), (b) a copy of the court order stating the name of the individual who holds educational rights, or (c) notification of need for a surrogate parent.
4. LCI or FFH personnel notify the DOR that pupil is potentially eligible for special education at the time of registration (the next school day following placement).
5. The pupil is enrolled immediately upon registration or as soon as transportation is arranged (within three days).
6. Interim placements are to be completed and signed by DOR upon presentation or verification of a current IEP and psychological evaluation.
7. A surrogate parent is appointed by the DOR if the whereabouts of the pupil’s parent(s) are unknown or the need to do so is evidenced by court documents.
8. Interim placements are to be reviewed within 30 days if the pupil is transferring from a District outside the Riverside County SELPA.

Maintaining Compliance

LEAs can use the SEIS home page Notification Tab to track annual reviews due in the next 30 days, triennial reevaluations due within the next 75 days, and upcoming 30 day reviews. The DOR is responsible for working with the CONTRACTOR to schedule IEP meetings for both annual and triennial reviews. The DOR should work cooperatively with all parties involved to coordinate the date, time, and location of the IEP meeting. The DOR, CONTRACTOR, and SELPA must be in close communication regarding the following:

- Enrollment: Once services are approved by the LEA via an IEP or interim placement, the DOR must submit the Student Change Notice to the SELPA within 5 days of a pupil enrolling in a SELPA-level contracted service.
- Change of Residence: The CONTRACTOR must submit the Student Change Notice to the DOR and SELPA within 3 days of becoming aware of a pupil’s change of residence.
- Withdrawal of Student: The CONTRACTOR must notify the DOR and SELPA within 24 hours when a pupil is withdrawn from school and send confirmation on the Student Change Notice within five (5) days.

- Student Absences: The CONTRACTOR must notify the DOR of pupil absences no later than the 5th consecutive day or the 10th cumulative day of an unexcused absence.
- IEP: The DOR must provide the CONTRACTOR and SELPA with a copy of the pupil's IEP within 5 days of enrollment. The DOR is responsible for ensuring that the CONTRACTOR has a copy of all pupil records required to pass a state compliance review (e.g., current IEP, notice of IEP meeting, prior written notice, assessment report(s), etc.).
- Progress on Goals/Report Card: The CONTRACTOR must provide a progress toward goals report for the annual review meeting plus with each quarterly report card unless a DOR policy requires additional reporting periods.
- Personnel Changes: Each CONTRACTOR is required to provide specific information and notifications to the SELPA within the timelines specified in the Master Contract.
- Behavior Emergency Reports: The CONTRACTOR must submit to the DOR and SELPA a Behavior Emergency Report within 24 hours of the incident.
- Suspension: The CONTRACTOR must immediately notify a DOR and provide written documentation to LEA and SELPA any time a pupil is suspended.
- State Testing: As required, the DOR is responsible for working with the CONTRACTOR for the provision of state testing.

IEP Team Meetings

The DOR shall participate in all IEP team meetings regarding pupils for whom SELPA-level contracted services have been, or may be, executed. Each pupil shall be allowed to provide confidential input to any representative of his or her IEP team. At any time the parent, CONTRACTOR or LEA may request a review of the pupil's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. (See the Riverside County SELPA Website www.rcselpa.org *IEP Manual* on the Policies and Procedures tab for specific information about how to complete the IEP forms.)

Changes in any pupil's educational program provided, including instruction, services, location, or provider may only be made on the basis of revisions to the pupil's IEP. A pupil is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting ("IAES") is deemed lawful and appropriate by LEA or OAH.

The SELPA will provide training to CONTRACTOR personnel authorized to utilize the SELPA adopted web-based IEP system for IEP planning and progress reporting. The CONTRACTOR shall maintain confidentiality of all IEP data on the web-based system and shall protect the password requirements of the system. When a pupil dis-enrolls, the CONTRACTOR shall discontinue use of the SEIS for that pupil.

Interim Placement. The following process applies when a parent, guardian, or surrogate wishes to enroll a pupil with an active IEP for a SELPA-level contracted NPS, NPA, CBS, and/or RTC service:

1. The DOR will review the pupil's latest IEP and most recent psychological report (within three years). The DOR should identify an appropriate educational placement within the District first, and SELPA second.

- a. If the DOR determines that a NPS is necessary for the provision of a free appropriate public education (hereinafter referred to as “FAPE”), the DOR can initiate enrollment procedures with the CONTRACTOR.
 - b. When an LEA is seeking access to the SELPA-level mental health funds, direct consultation with the SELPA is required to determine the appropriate CONTRACTOR prior to initiating services. SELPA personnel must be involved in the IEP process as well, unless an exception has been granted prior to the meeting.
2. The LEA shall complete the *Riverside County SELPA “INTERIM PLACEMENT FORM”* (see www.rcselpa.org IEP Forms and Documents tab). If the pupil is enrolled in a NPS, NPA, CBS, and/or RTC without evidence of the DOR’s knowledge, the CONTRACTOR must contact the DOR within 24 hours of the pupil enrolling in the school. A lack of communication may lead to a delay or forfeiture of attendance reimbursement to the CONTRACTOR.
 3. For pupils transferring into the LEA from another SELPA, the new DOR will schedule an interim placement IEP meeting to review the pupil’s present levels of performance, goals and services. This meeting must take place within 30 days of the date the Interim Placement Form was completed and signed by the parent/guardian.
 4. A new ISA must be completed to authorize services agreed to in the Interim Placement. The ISA will be written as valid from the date of the Interim Placement until the end of the fiscal year. If there is a change in the services offered at the interim, annual, or triennial IEP, an amended ISA will be generated by the SELPA upon receipt of the Student Change Notice documenting the change in service(s).

ANNUAL REVIEW. The LEA is responsible for ensuring that an IEP team meeting is convened at least annually (at least within 365 days of the last IEP). The purpose of the annual review is to evaluate:

1. The educational progress of each pupil placed with CONTRACTOR, including all state assessment results;
2. Whether or not the needs of the pupil continue to require the level of support provided by the CONTRACTOR; and,
3. What changes to the pupil’s IEP are necessary, including whether the pupil may be transitioned to a less restrictive setting.

Prior to the annual review, the CONTRACTOR is responsible for providing the pupil’s DOR contact person with the following information: updated academic performance, progress on prior goals, behavioral data, and/or progress in social-emotional-behavioral development. CONTRACTOR shall also provide assessments and written assessment reports upon request.

TRIENNIAL REVIEWS/IEPS. The DOR is responsible for conducting triennial psycho-educational assessments for pupils who reside with their parents while also receiving SELPA-level contracted services. The SELPA School Psychologist/Program Specialist is responsible for conducting reevaluations and participating in triennial IEPs for pupils attending a NPS that reside in a FFH or LCI. The parties involved need to consult together regarding the completion of academic or other assessment of the pupil one month prior to the pupil’s triennial review for the purpose of reporting the pupil’s present levels of performance at the IEP team meeting.

The CONTRACTOR is responsible for providing the IEP team with the following information: updated academic performance, progress on prior goals, behavioral data, and/or progress in social-emotional-behavioral development. CONTRACTOR shall also provide a written

assessment report upon request. The LEA or SELPA may request to review supporting documentation such as test protocols and data collection. Copies of data collection notes, forms, charts and other such data are part of the pupil's record and will also be made available to the LEA upon written request. The assigned school psychologist is responsible for working with the CONTRACTOR to schedule testing appointments with the pupil. The psychologist will complete a report to share with the IEP team prior to the IEP meeting. For more information, see the Riverside County SELPA Policies and Procedures: Assessment Procedures tab at www.rcselpa.org

PARENT PARTICIPATION. The CONTRACTOR and LEA shall take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter. If a parent or guardian cannot physically attend the IEP meeting, the LEA, with support of CONTRACTOR, shall use other methods to ensure parent or guardian participation (i.e., conference call or home visit). As appropriate, the LEA shall comply with state and federal laws and regulations and SELPA procedures for assigning surrogate parents to LEA pupils. If the CONTRACTOR or LEA is unable to convince the parent, guardian, or surrogate that he or she should attend, CONTRACTOR and LEA shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. In the event a parent, guardian, or surrogate cannot attend the IEP meeting either physically or through other methods, a meeting may be conducted without their attendance to meet compliance timelines. The LEA can utilize the *Notice of IEP Meeting Held Without Parent(s) Present* form available at the IEP Forms and Documents tab on www.rcselpa.org. The DOR is responsible for follow-up to ensure parental consent is obtained and that the IEP is sent to the SELPA as soon as possible so the corresponding ISA can be processed.

Positive Behavior Interventions

A CONTRACTOR is required to immediately (within 24 hours) submit electronically or by facsimile any accident or incident report to a pupil's DOR and the SELPA when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, missing children under CONTRACTOR supervision, the need for emergency mental health services, injuries requiring medical attention, injuries resulting from physical restraint, Behavioral Emergency Reports, pupil has injured another individual, or pupil has been involved in an activity requiring notification of law enforcement or emergency personnel.

The SELPA requires that CONTRACTORS provide training in positive behavior interventions and, upon request, assist in the development of positive behavioral intervention plans. The LEA and CONTRACTOR shall work together to comply with the requirements of IDEA and California Code of Regulations Title 5. These requirements include, but are not limited to:

- a) The completion of functional behavioral assessment ("FBA") when needed;
- b) The development, implementation, monitoring, supervision, modification, and evaluation of positive behavioral intervention plans ("PBIP"); and
- c) Behavior emergency interventions.

CONTRACTOR shall ensure that all of its staff members are trained annually in appropriate behavior management strategies, including crisis intervention and emergency procedures. CONTRACTOR shall maintain a written policy regarding emergency interventions and completing Behavioral Emergency Reports ("BER"). Evidence of such training shall be submitted to LEA or SELPA upon request. CONTRACTOR shall provide a copy of each BER to SELPA, the pupil's LEA and his/or parent within 24 hours of incident. All BERs completed by staff shall immediately be reviewed by an administrator or designee.

Anytime a BER is written regarding an individual with exceptional needs who **does not have** a positive behavioral intervention plan, the designated responsible administrator shall:

- Within 1 Day: Contact parent;
- Within two (2) Days: Schedule an IEP team meeting to review the emergency report and determine the need for a FBA and/or need for an interim plan.
- At the IEP meeting: The IEP team shall document in the IEP Team Meeting Comments/ Continuation Page the reasons for not conducting a FBA and/or not developing an interim plan **OR** initiate a Functional Behavioral Assessment.
- Ensure that the FBA is completed as soon as possible so that results and recommendations for development or modification of a positive behavioral intervention plan are available for review by the IEP team (See Positive Behavioral Interventions and Supports: A Tiered Approach available at www.rcselpa.org).

Anytime a BER is written regarding an individual with exceptional needs **who has** a PBIP based on a FBA, an incident involving a previously unseen serious behavior problem, or where a previously designated intervention is ineffective, the administrator shall refer the incident to the IEP team to review and determine if the incident constitutes a need to modify the PBIP.

- ♦ Minor modifications to the PBIP to improve program effectiveness can be made by LEA and the parent (or parent representative) without the entire IEP team. Any minor modifications must be added to the PBIP only if the parent is notified of the need and is able to review the existing program evaluation data (i.e., incident reports, point sheets, progress reports, etc.) prior to the implementation of any changes. The parent must also be informed of the right to question any modification to the plan by going through IEP procedures.
- ♦ Significant changes require the teacher and qualified designee to conduct additional functional behavioral assessment. Proposed changes to the PBIP are to be based on the updated FBA results.

An IEP team or behavioral intervention planning team capitalizes on the experience and expertise of all its members. The pupil's parents, as well as aides, regular education teacher, school psychologist, program specialist, or other interested credentialed staff, all have an integral part in the planning and intervention process.

All Services are Free to Parent

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for pupils. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the pupil's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to, or as a condition of the pupil's enrollment under the terms of the Master Contract). The LEA may provide to the CONTRACTOR any local requirements concerning parent acknowledgment of financial responsibility. CONTRACTOR may charge an LEA pupil's parent(s) for services and/or activities not necessary for the pupil to receive a FAPE after:

- a) Written notification to the LEA pupil's parent(s) of the cost and voluntary nature of the services and/or activities; and
- b) Receipt by the LEA of the written notification and a written acknowledgment signed by the pupil's parent(s) of the cost and voluntary nature of the services and/or activities.

Due Process Proceedings/Complaint Investigation

It is up to the LEA to request that the CONTRACTOR fully participate in special education due process proceedings including mediations and hearings. Similarly, the LEA needs to ask the CONTRACTOR to fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but not be limited to, cooperating with SELPA or LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or implementation of a particular pupil's IEP.

Nonpublic Agency Services

LEAs may initiate a master contract with a NPA for related services that an LEA does not provide itself, or when there is a shortage of LEA. It is important that the LEA utilize a master contract (e.g. model provided by SELPA) specific to NPA obligations, which go beyond those described in the typical business services 'Contract for Services' document. Having a signed master contract results in better services, meets Education Code § 56366(a) requirements for specifying the general and administrative financial agreements, including teacher-to-pupil ratios; administrative procedures for record keeping and documentation; and the LEA's process for oversight and evaluating pupil progress.

Make sure that the NPA has a current certification with the CDE to provide the contracted service(s). Only contract with an agency that is willing to work collaboratively, understands that the LEA retains the lead role in the partnership, and accepts their contractual obligations. Be sure that agency personnel understand the law, specifically the proper legal standards for determining when related services are necessary for FAPE and the differences between the educational and medical models. Contract with agencies that:

1. Share the goal of promoting a pupil's ability to be independent.
2. Willing to recommend a reduction in services that are not necessary. Even when it goes against the wishes of the parent/guardian or the agency's financial interests.
3. Maintains a professional relationship with parents and do not function as the parent's personal expert or advocate.

Management of ISAs ensures that service changes are only based on IEP documents so a NPA cannot unilaterally change the time, frequency, location or nature of a pupil's services based on their own administrative needs. It establishes a means for provision of services only during the period of a pupil's regular or extended school year, unless otherwise specified in the pupil's IEP. It can also be established that the NPA must report pupil attendance and service logs to receive payment from the LEA. If a NPA is not following the reporting or documentation requirements of the master contract in a timely manner, the LEA must be proactive in obtaining such reports.

Sometimes an LEA may find it easier to outsource the most difficult pupils to a CONTRACTOR in lieu of LEA staff having to devote inordinate amounts of time and energy to service the pupil and/or to develop the expertise to do so. However, contracting services instead of developing the capacity to serve pupils with behavioral challenges in house, may lead to the perception that the CONTRACTOR has more expertise than the LEA staff.

To maintain the fact that the LEA is the lead agency, it is important to consider not having an NPA provider be the sole assessor of a pupil. Instead, have LEA personnel conduct the

assessment with the input of a progress report by the NPA. If it appears that the LEA assessor recommends fewer goals or less service than the NPA recommends, the LEA needs to have a strong basis for their recommendations. Depending on the pupil and services, the report could include review of existing data, interviews, observations of the pupil in the classroom and during therapy sessions, and additional standardized testing.

It is also important to check in person with an NPA provider prior to an IEP team meeting to make sure there are no 'surprises' with regard to what the NPA may report, or recommend at the meeting. The NPA provider can provide draft goals, but the LEA should not delegate this task to the NPA. Review proposed goals to ensure they are clear, specific and measurable; do not reiterate goals from the prior year that were not met; are based on present levels of performance as established by assessment data and/or written progress reports; and, where appropriate, are oriented towards promoting independence.

In framing the offer of FAPE, the LEA is not required to name a specific provider in the IEP. Not writing a specific NPA provider into the IEP service page gives the LEA flexibility to changing the service provider should the need arise.

Remember, the LEA is under no obligation to renew the NPA master contract each fiscal year.

Nonpublic School Services

The Riverside County SELPA has established a Master Contract with numerous NPS sites. When a pupil enrolls in an LEA with an existing IEP for NPS, the LEA can offer a less restrictive location where the IEP goals and services are implemented for up to 30 days. In determining if a pupil requires a higher level of support, the team must establish that less restrictive appropriate special education programs have been exhausted and determined inadequate to meet the pupil's unique needs. For example, evidence should indicate the pupil has not received educational benefit from the program and some unique programming available within a NPS is required. In support of the IDEA, Rowley decision, and other court cases, prior to the LEA recommending a pupil attend a NPS, the steps described under the IEP process must be followed to ensure the pupil is receiving a free appropriate public education (FAPE) in the least restrictive environment (LRE). These steps are also delineated in Appendix A: Riverside County SELPA NPS Flow Chart.

Initial Referrals for NPS Services

The following criteria may be used as a guide for determining the need for placement/services in a NPS:

- Upon implementation of positive behavioral supports/interventions, the pupil continues to demonstrate significant problematic behaviors that are impeding his/her ability to gain benefit from the current educational placement.
- All appropriate available public school and/or county-operated programs are explored, and the viability of those programs are addressed and documented in the IEP.
- A pupil's disability is of a nature and/or severity that the pupil requires special education services which are not available in the LEA or county-operated program with implementation of supplementary aids and/or related services (i.e., a behavior plan, mental health services).

The LEA special education administrator or designee (person with fiscal authority) must be consulted prior to considering a referral for NPS placement. The LEA is responsible for ensuring there is a multidisciplinary assessment documenting the interventions and lack of success with those interventions. The body of the report should refer to the frequency,

intensity, and duration of the problematic behaviors which might warrant a NPS placement. The assessment report and pupil's IEP must be current and include documentation that public school and/or county-operated programs were explored (and utilized when appropriate). The LEA may consult with the SELPA School Psychologist/Program Specialist to determine which NPS program(s) would best address the pupil's needs.

Personnel responsible for program services beyond the LEA should be familiar with the general program of instruction available at each NPS to ensure it meets the following criteria:

- a) Is consistent with LEA's standards regarding the course of study and curriculum;
- b) Includes curriculum that addresses mathematics, literacy, the use of educational assistive technology, and transition services (if appropriate); and
- c) Provides the services as specified in the LEA pupil's IEP and ISA

The LEA representative must be familiar with the programs, course of study options, and total number of instructional minutes per school day/week provided by each NPS. The total number of annual instructional minutes should be at least equivalent to the total number of annual instructional minutes provided to pupils attending LEA schools in like grade level, unless specified in pupil's IEP. If the NPS length of day during extended school year (herein after referred to as "ESY") is not consistent with the regular school year, the daily rate will be reduced proportionately. **It is recommended that the IEP team subtract any related service (RS) time for which the student is removed from specialized academic instruction (SAI) from the SAI minutes.**

Having LEA personnel regularly conduct site visits and classroom observations at the NPS campus is an effective means of monitoring implementation of the IEP. The LEA special education administrator/designee may also want to work with the district in which the NPS is located to ensure that pupils attending have access to the following educational materials, services, and programs to the extent available in the LEA:

- a) State Board of Education adopted standards-based core curriculum instructional materials for kindergarten and grades 1 to 8, inclusive and standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive;
- b) College preparation courses;
- c) Extracurricular activities, such as art, sports, music and academic clubs;
- d) Career preparation and vocational training, consistent with transition plans; and,
- e) Supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

The LEA is responsible for providing to the NPS the district adopted list of course requirements to be satisfied for a high school pupil to earn a diploma or certificate. The LEA should ensure that the NPS can meet these requirements prior to, or as part of the IEP process. The DOR is also responsible for providing to the NPS a current transcript and a specific list of courses required for each pupil to meet the LEA's standards. For pupils in grades 9-12, at the end of each semester, the CONTRACTOR is responsible for preparing transcripts and submitting them to the pupil's DOR for evaluation of progress toward completion of diploma or certificate of completion. When a pupil in foster care is enrolled in a NPS any time after the completion of the second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA, unless notice in writing indicates otherwise(per EC 51225.1).

If an identified pupil does not demonstrate educational benefit, it is important for the IEP team to review assessment and current data to determine if there is an assessment problem. IEP Team Members can explore adding on community-based linkage and/or other intensive contracted mental health services. Classroom changes, including NPS, may be indicated to find an environment that may be a better fit for the pupil's unique needs. The SELPA provides support as needed for all pupils attending a NPS that reside in a licensed children's institution ("LCI") or foster family home ("FFH").

After determining that the LEA has considered, and where appropriate, utilized less restrictive appropriate resources with the pupil, the IEP team may determine a specific NPS is appropriate to meet a pupil's unique needs. The SELPA will not initiate an ISA authorizing payment to the NPS until the proper documentation is on file at the SELPA Office. The LEA making the placement is responsible for ensuring that the following documentation is **sent to the SELPA within 5 days**: the current complete IEP, including any amendments, the psycho-educational report, behavior plan, ERHMS Needs Review form, and other supporting documents.

A pupil's district of residence ("DOR") is ALWAYS responsible for attending IEP meetings, with or without a SELPA representative, and making the official offer of FAPE. It is recommended that the LEA only offer a NPS that is on the SELPA Master Contract list. Occasionally an IEP team determines that services are needed from an agency not currently under contract with the SELPA. In such cases the LEA shall provide the core contact information about the program (e.g., name, address, telephone, contact person) to the SELPA. If the NPS, NPA, CBS, and/or RTC is certified by CDE, the SELPA will initiate a Master Contract with the newly identified organization. If the program has not been CDE certified, the LEA may choose to contract directly with the CONTRACTOR until the agency becomes CDE certified, which may take several months. In such cases, a state waiver must be completed pursuant to EC 56366.2. During that time, the LEA will be solely responsible for compliance, progress monitoring, and payment of invoices.

Student Discipline, Suspension and Expulsion

The LEA needs to verify that the CONTRACTOR maintains and abides by written policy and procedures for pupil discipline that are consistent with state and federal law and regulations. The LEA may want to work with the SELPA to ensure that all CONTRACTORS are up-to-date on requirements related to pupil discipline. The procedures must include a process for documenting the actions that may lead to an expulsion by the LEA, and the process for communicating with the LEA. It is understood that the pupil's DOR shall be responsible for any expulsion decision, hearing and/or appeal.

CONTRACTOR shall immediately notify and provide written documentation to LEA each time a pupil is suspended, including the reason for suspension. If a pupil is suspended during the time he/she is transitioning partial day in the NPS and partial day in a public school setting, the suspension must clarify from which setting(s) the pupil is suspended. If the suspension is for a major infraction that may lead to expulsion, the pupil must be suspended from both settings pending the manifestation determination meeting. The LEA shall schedule an IEP manifestation determination meeting 1) on a date no later than ten (10) days from the decision to suspend more than ten (10) days and/or 2) within five (5) days when removal for disciplinary reasons is being considered. The LEA shall notify and invite NPS personnel to the meeting to provide input, data, and other related information.

Student Progress Reports/Report Cards and Transcripts

The DOR maintains the pupil's cumulative file and other relevant records. The DOR is responsible for periodic monitoring of each pupil's instructional program when SELPA-level

contracted services are being provided. The CONTRACTOR shall provide LEA and SELPA personnel access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR personnel, and review each LEA pupil's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA and/or SELPA shall initially report to CONTRACTOR's site administrative office.

Unless an LEA requests in writing that progress reports are to be provided more frequently, CONTRACTOR shall provide to parents written progress toward goals reports at least as often as report cards are provided in the pupil's DOR. The CONTRACTOR is responsible for any assessment costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. A copy of the progress reports/report cards shall be sent to each pupil's DOR within five (5) days of each reporting period. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/posttests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or positive behavioral intervention plans

If CONTRACTOR is responsible for grades, the LEA can expect the CONTRACTOR to prepare transcripts at the close of each semester, or upon pupil transfer, for pupils in grades nine through twelve inclusive. Transcripts shall be submitted to the pupil's DOR for evaluation of progress toward meeting diploma or certificate of completion requirements as specified in LEA Board Policy and Administrative Regulations.

Correctly Documenting Transition Into/From a NPS on the IEP

A difficult IEP task to handle correctly is transitioning pupils to or from a NPS. There are several areas where costly mistakes can be made. Pupils who may be transitioning to or from a NPS may be in a variety of situations:

- A district program;
- A county operated program for pupils with moderate to severe disabilities;
- Undergoing a manifestation determination ("MD");
- Coming back from a juvenile court facility;
- Moving from one NPS site to another; or
- Moving into a district and being placed directly into a NPS program).

Regardless of where the pupil is currently, there are multiple IEP document areas to review when transitioning any of these pupils. The type of documentation required, will be based on the situation the pupil is in.

- For LEAs that have already determined a pupil's placement, an IEP meeting is held to discuss a possible change of placement. Depending on the meeting date, this can be documented on an amendment or a full IEP (if an annual/triennial is needed).
- If the pupil is returning from a juvenile court facility, transferring in from a county operated community school, or moving into the LEA from another school district, an Interim Placement form needs to be completed to document the LEA offer of FAPE. An Interim Placement authorizes placement for 30 days in combination with the incoming IEP.
- If the pupil is undergoing a MD meeting, the MD paperwork must be completed, with an Amendment or Full IEP depending on which is appropriate. The IEP team may decide to hold an early Triennial IEP if a full assessment is required at the time of the MD, or

early Annual IEP if that meeting is due in the near future. If an Annual or Triennial is not imminent, the IEP team can hold this meeting as an Amendment to the Current IEP. Either way, an IEP meeting takes place and must be documented in the Special Education Information System ("SEIS").

To successfully maintain or transition a pupil with special needs in a public school setting, the IEP team must consider dual enrollment options for pupils to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate. In particular, the IEP section, **Activities to Support Transition** must be discussed in each NPS IEP. A rationale for percentage of time and potential harmful effects of serving a pupil in a separate facility, including RTC, must be addressed. If a pupil is transitioning between two campuses or transferred from a nonpublic into a public school for any part of the school day, the IEP team shall describe the activities (including the nature, time spent, etc.) provided to integrate the pupil into the public school, either into a special education, or general education classroom. The CONTRACTOR shall assist the LEA by facilitation of dual enrollment, scheduling, transportation arrangements and other pupil supports. The LEA shall provide to the CONTRACTOR a copy of LEA procedures regarding visitors to school campuses and the procedures of the campus being visited.

It is important to discuss **special factors** (e.g., transportation, behavioral supports and interventions) as movement to or from a NPS may affect changes in both of these areas. **Services have to be changed on the Services Page when the offer of FAPE changes for the pupil.** The overall process is to (1) correctly end services that are stopping, without deleting them from the Future IEP; (2) correctly add services that are new; and (3) leave services in place that are continuing. This involves attention to:

- Start and End Dates
- Service Providers
- Service Locations
- Frequency and Duration of services at the new site
- Type of service – Individual, Group, Consult, etc.
- Extended School Year (ESY)
- Adding services included in the new offer of FAPE

In addition, fields found on the **Educational Settings Page** of the IEP change based on moving a pupil to or from a NPS are:

- School of Attendance
- School Type
- Fedset Code
- Residential Status (may or may not change)
- Percentage of Time in Regular Ed

Consult with your LEA NPS designated personnel or SELPA staff member about easiest way to complete this in SEIS.

The ISA is another critical piece that must be aligned with the IEP. If a pupil is transitioning from a NPS to another program, a Student Change Notice (see Appendix D) needs to be completed and submitted to the SELPA to indicate the pupil has left the NPS site. Since the ISA does not need to be revised; authorization for services ends as of the drop date on the Student Change Notice. If a pupil will be starting with a NPS, or moving from one NPS to another, an ISA needs to be completed to match the first date of service. The start date on the ISA needs to match the date the pupil starts in the placement. The IEP date, Amendment date, or date of the Interim Placement will be the meeting date put on the form.

If an Interim Placement form is completed (per instructions above), an Interim Placement IEP meeting will need to be held within the first 30 days of placement. If the pupil moves in from outside the SELPA, an Interim Placement IEP is required. If the pupil moves from within the SELPA, an Interim Placement IEP is held at the LEA's discretion. If a pupil is placed at a NPS via an Amendment, a 30 day meeting is not required. However, some LEAs prefer to meet in the first 30 days to ensure placement is going well and to check on the pupil's progress. The Start Date of services that began with movement to the NPS needs to remain the date that the service began, not the meeting date of each subsequent meeting.

Community Based Services

In addition to the NPS program offerings, designated personnel should also be familiar with the range of SELPA-level contracts with CBS providers and NPAs, including RTCs, for intensive mental health services. Mental health services may include individual counseling, group counseling, parent education, social work services, residential placement, and/or a combination of supports offered through "Wraparound" services. It is important to have documentation that there has been a failure of successive interventions to remediate problematic behaviors and/or emotional issues. Such interventions may include:

- Adaptations to pupil's learning environment;
- Implementation or modification of Individualized Education Program (hereinafter referred to as "IEP") goals
- Implementation of appropriate related services such as counseling through the public school;
- Development, implementation, and monitoring of a positive behavioral interventions;
- Provision of Tier II or Tier III educationally related mental health services; and
- Change of educational placement within district and/or county-operated programs did not demonstrate evidence of educational benefit for the pupil.

In Riverside County SELPA, a Multi-Tiered System of Supports (MTSS) combined with a Response to Intervention (RTI) Model is followed to support all pupils through a continuum of care for educationally related mental health services ("ERMHS"). The service delivery model includes multiple tiers of behavior support, evidence based interventions, proactive screening, progress monitoring, treatment integrity, data-based decision making and problem solving. This model is displayed in Appendix B: Riverside County SELPA ERMHS Flowchart and briefly described below.

- **Tier 1 and Tier 2 Intervention (Low Level Need, Intervention and Prevention)**
 - Suggest Coding as 530 Psychological Services if Tier 2
 - Social skills groups, environmental strategies, implementation of evidence based practices (e.g., check in-check out)
 - Link to supports and services in the community

The SELPA has a Master Contract with a variety of CBS/NPA providers for the provision of Tier 3 intensive mental health services. The SELPA adopted procedures must be followed for an LEA to access the centralized funds. Our common goal is to provide graduated interventions to support pupils in the Least Restrictive Environment (LRE).

- **Tier 3 Level 1 Intervention (Moderate Need)**
 - Level 1-School Based Services (Moderate Need)

- Suggest coding as 510 Individual, 515 Group, 520 Parent, 525 Social Work Services
- Link to supports and services in the community
- May look at smaller classroom setting, SDC, Day Treatment
- **Tier 3 Level 2 Services (Moderate to Severe Need)**
 - Level 2-ERMHS SELPA mental health staff members review ERMHS Review Form and records, work with IEP team on linkage to community based supports, address any system issues, and work within the interagency, multi-disciplinary team to assure needs are addressed in LRE
 - If ERMHS Wrap is approved, an ERMHS Wrap vendor or SELPA staff member may attend the IEP (if requested)
 - Code ERMHS Wrap Service as 525 Social Work Services for a minimum of 780 minutes/month
 - NPS if Oak Grove or Starting Gate
 - NPA if New Haven or Victor
 - Code LEA Case Management 525 social work services for at least 60 minutes/month
- **Tier 3 Level 3-Short-Term Out of Home (Stabilization Need)**
 - Research indicates 1-3 months is maximum benefit of RTC, should be used as last resort as community based intervention such as wrap show far more benefits and lasting effects. This philosophy is in line with other agencies and insurances.
 - SELPA has partnered only with facilities that can provide evidenced based stabilization treatment with focus on returning pupil to LRE.

Completing the ERMHS Needs Review Form

The needs review process is intended to assist teams to review a pupil's record and can be used at any time. The Riverside County SELPA Educationally Related Mental Health Services Needs Review Form (Appendix C) is required to be completed and approved by the SELPA prior to Tier 3 services being offered on an IEP. The purpose of the needs review form is to streamline data collection and support a mental health response to intervention, tiered continuum of care model. School/LEA staff should complete an ERMHS Needs Review form at the time concerns arise that the pupil may require more intensive mental health services (higher level TIER response), is at risk of a more restrictive educational setting (e.g., NPS), and/or the question of need to access additional community resources.

- **District Level (Tier 2):** Information provided by school or district staff is initially reviewed for IEP/PBIP support, assuring that the IEP reflects mental health needs, response to intervention and linkage thus far and that Tier 1 supports have been exhausted. District ERMHS staff will review and add on **Tier 2** services if indicated.
- **District Level (Tier 3, Level 1):** The ERMHS team will review the ERMHS Needs Review form to assure Tier 2 supports have been provided to address social/emotional needs and the IEP team has determined they do not meet the pupil's educational need. The information reviewed includes evidence that:
 - Supplementary aids and services have been implemented
 - Social skills and social emotional learning curricula have been provided
 - The school has documented prior attempts to intervene with the pupil for at least 90 days.
 - The school implemented a default behavioral intervention and data demonstrated that it was unsuccessful.

- A formalized behavioral support plan was developed and implemented without success, as determined by progress monitoring and treatment integrity data.
 - Normative data indicate that the pupil's problem behaviors are outside normal range of functioning. For example, information collected from standardized behavior rating scales, (e.g., Assessment of Lagging Skills) show standard score is at least a standard deviation away from the mean.
 - Progress monitoring is documented in the IEP.
 - Failed interventions are not due to an assessment problem.
 - Lack of progress is not due to an inappropriate intervention being implemented.
 - Linkage services have been presented to support pupil and family.
 - All Tier 1 and Tier 2 supports have been effectively selected, implemented and monitored.
 - Data shows that the social emotional needs are still significantly interfering with the pupil's education.
- **SELPA Level (Tier 3, Level 2 and Level 3):** If Tier 2 and Tier 3, Level 1 services and supports are exhausted and SELPA consultation or case management is needed, the ERMHS Needs Review form is forwarded to SELPA. This form, along with the IEP and existing linkage services, are reviewed by the RC SELPA School Psychologist and Mental Health Case Manager. Additional linkage and case management support, if provided, is documented. Needs reviews are then forwarded to the RC SELPA Mental Health Manager for final review. If indicated, additional contracted intensive community based services are added.
 - **ERMHS Wrap (Tier 3, Level 2):** RC SELPA assigns a contract provider to best meet the pupil's specific needs and sends out the Needs Review Form. Monthly updates to the form are completed by the Wrap team and copies provided to the district and RC SELPA.
 - **Temporary Stabilization Stay (Tier 3, Level 3):** If contracted intensive community based services have been implemented for at least 90 days and the team believes a short out of home stay is necessary to address medication or assessment needs to stabilize, the Mental Health Manager will locate an appropriate facility and facilitate placement. The SELPA MH Manager will explore placement options closest to home so that family involvement can continue and our LRE mandate is maintained. If appropriate, the SELPA Mental Health Manager will also complete the required out of state form and submit it to the California Department of Education. The team will monitor progress to assure that the pupil is returned to the LRE when stable.

Specifics to be Determined for a Residential Placement

When an LEA agrees to utilize a residential treatment center (RTC) program, it shall cooperate with a parent's reasonable request for pupil therapeutic visits in their home or at the NPS/RTC. Parents may be reimbursed for travel costs to visit their child placed in a RTC via the IEP process. The purpose is to engage the parent in training and/or therapy to help the parent understand their child's special needs and to build capacity for reunification of the pupil to the home environment. Typically such travel is associated with initial placement, subsequent therapeutic visits to meet with the child and his or her therapist, therapeutic visits home, and/or discharge. Such arrangements must be preapproved by the LEA. Local procedures must be followed to claim reimbursement, and plans (i.e., frequency of parental visits to site and/or pupil trips home per year) must be documented in the IEP. If the IEP team determines that a pupil needs to be transported to or from the RTC using an escort service, the need shall be documented in the pupil's IEP and the LEA will pay this cost directly to the provider.

The limits and procedures cited below should be followed by a parent to maximize likelihood of reimbursement. Because the list is not exhaustive, the parent should discuss any other requests with the LEA prior to expending funds.

- Pre-Authorization for Visit: The RTC must provide the LEA with written documentation of the exact dates of visits planned for therapeutic purposes before travel is approved. If more than one day of family therapy is requested, sessions must be on consecutive calendar days only, with a two day maximum. Since the focus is on educational progress and benefit, visitations must be scheduled on weekdays (Monday through Friday) and exclude holidays that fall on weekdays. At least 30 calendar days before a planned visit begins, the parent must complete a Travel Authorization Form that can be obtained from the LEA. The form has to be approved by the LEA and RTC, verifying that the travel is for therapeutic purposes per the IEP. The form should include cost estimates for travel, including airfare, lodging, and rental car, (as appropriate). The LEA will contact the parent regarding approval status and reimbursement eligibility.
- Travel Arrangements: Travel arrangements are to be made by and paid for by the family unless other arrangements are made in advance. In some cases, the district may choose to make the flight, hotel, and/or car rental reservations for visits on behalf of the parent and/or child and inform the interested parties of this in the IEP meeting.
 - Airfare: If the RTC is 200 or more miles away from the parent's home address, parents should book the least expensive airline ticket, at least 30 days in advance, and fly in the most direct and economical route possible for the location visited. If air reservations are made less than 30 days in advance, reimbursement will be only up to the price of the air flight set for 30 days in advance.
 - Car: Any miles driven in a private car will be reimbursed mileage in a direct route from home to the RTC round trip. The mileage reimbursement rate will be the LEA adopted rate for employees. The total reimbursement for mileage shall not exceed the cost of economy airfare for the parent and pupil to the residential placement site. An independent mileage website (i.e., MapQuest) will be used to verify the mileage calculation.
 - Rental Car: If a rental car is required to travel from the airport to the hotel and/or from the hotel to the facility, the LEA will reimburse the cost of an economy or compact car for the length of the authorized stay. Additional optional insurance coverage and navigational devices or other special equipment on the rental car will not be reimbursed.
 - Parking Fees, Shuttle/Taxi Services: Individually determined by case.
- Lodging: If the RTC is located 150 miles or less from the parent's home address, overnight visits will not be at LEA expense. If lodging is not provided at the residential facility, the LEA will reimburse hotel expenses for one room for up to the number of nights and at a nightly rate preauthorized. Maximum reimbursement for lodging is based on the local hotels available and their current rates.
- Meals: Meals will be reimbursed for the parent(s) at the district per diem rate during the reasonable course of travel and in accordance with district policy.
- Duration of Visit: Unless evidence of need is provided in advance by the RTC, duration of a family visit to the facility will be authorized for no more than 2 nights. If

the visit lasts longer, the reason must be stated in writing, signed by an authorized staff member at the RTC, and presented to the LEA Special Education Administrator for consideration of reimbursement.

- **Emergency Visit:** There may be a rare instance where a visit to a pupil in RTC or a home visit by the pupil needs to be made for unpredictable, emergency conditions. The LEA will consider each situation on a case-by-case basis and may reimburse for changes made during these times as long as legitimate attempts were made to effectively communicate the need and travel occurred in the most cost-effective manner possible.
- **Documentation:** The parent is responsible for submitting documentation to the LEA. For cash expenditures, original itemized receipts are required. For check expenditures, original itemized receipt and a copy of the front and back of the check. For credit card or debit card expenditures, the itemized credit card or debit card receipt, a copy of the monthly billing statement indicating the charged amounts (with other charges and personal account information redacted). For airfare, submit itemized passenger ticket receipts indicating date, passenger name, destination, and cost. For car rental reimbursement, present itemized original payment documentation. The cost of gas will be reimbursed if original gas receipts are provided.
- For meals, itemized original payment document indicating the date, name and location of the restaurant signed by the parent. The LEA needs to clarify department or person to which required documentation is to be submitted and timeline (typically within 60 days of return). It is recommended that the parent make and retain a copy for their files.
- **Non-Allowed Expenditures:** Any visits not on the IEP or expenses beyond those described in the IEP will be borne by the parent. Travel expenses for sibling or other family member, expenses which exceed regular or customary fees (i.e., First Class/Business Class airfare, excess baggage fees, ticket change fees, accommodations, luxury vehicle, alcoholic beverages, luxury hotel, in room movies, entertainment, snacks, tips, phone call charges,), or other extraordinary expenses as determined by the LEA.

For more information, see *Mental Health in Schools* and *Research on Intensive Mental Health Services* documents posted on the SELPA Website (www.rcselpa.org) Policies/Procedures tab for Educationally Related Mental Health Services.

Administrative and Fiscal Matters

This section includes information about LEA pupil change of residence or withdrawal and responsibility for payments.

LEA Student Change of Residence or Withdrawal

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR and DOR of their pupil's change of residence. CONTRACTOR shall maintain, and provide upon request, documentation of such notice to parents. Within three (3) school days after CONTRACTOR becomes aware of an LEA pupil's change of residence, CONTRACTOR shall notify LEA and SELPA of the pupil's change of residence as specified in SELPA Procedures. If the pupil's change of residence is to a residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA and SELPA shall not be responsible for the costs of services delivered after the

pupil's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the pupil's change of residence.

If a pupil is enrolled without evidence of the LEA's knowledge, the CONTRACTOR shall notify the pupil's DOR within 24 hours. The placing agency shall be notified of their responsibility to enroll the pupil in the DOR. The DOR shall complete the interim placement process and offer special education services comparable to the last agreed upon IEP. Failure to properly enroll the pupil in the LEA may lead to a delay or forfeiture of reimbursement to the CONTRACTOR.

CONTRACTOR shall immediately report to the LEA and SELPA when a pupil is withdrawn from school and/or services (e.g. Placement in juvenile hall, hospitalization.) CONTRACTOR shall confirm such a call with a follow-up written notice on SELPA approved forms and submit within five (5) days.

Responsibility for Payments

Unless placement is made pursuant to a OAH order or a lawfully executed agreement between LEA and parent, LEA and SELPA are not responsible for the costs associated with the contracted services until the date on which an IEP team meeting is convened, the IEP team determines that contracted services are appropriate, and the IEP is signed by the pupil's parent or another adult with educational decision-making rights.

The LEA is responsible for ensuring that the required documents are on file in the SELPA so that the CONTRACTOR can be paid in a timely manner. Such documentation includes (1) a current IEP or Interim Placement offering contracted services; and, (2) parental, guardian, or surrogate parent consent to said IEP. The SELPA is responsible for ensuring that the ISA authorizing payment to the CONTRACTOR is complete.

STAFF ABSENCE. When a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom. CONTRACTOR shall provide to SELPA documentation of substitute coverage pursuant to the SELPA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. SELPA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

When a related service provider is absent, CONTRACTOR shall provide a qualified substitute. SELPA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed to in LEA pupil's IEP.

STUDENT ABSENCE. CONTRACTOR shall notify the LEA and SELPA of a pupil's unexcused absence no later than the 5th consecutive day or the 10th cumulative day of such absence as specified in the SELPA Procedures. Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. SELPA shall not pay for NPS services provided on days that a pupil's attendance does not qualify for Average Daily Attendance (hereinafter referred to as "ADA") reimbursement under state law. Per Diem rates for pupils whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the pupil was served.

RIGHT TO WITHHOLD PAYMENT. **LEA shall work with SELPA to ensure that CONTRACTOR is paid for the provision of special education and/or related services**

specified in a pupil's IEP and ISA in a timely manner. When billing and/or payment problems arise, the LEA will support SELPA's right to withhold payment and to rectify any documentation omissions that interfere with payment for services as soon as possible.

SELPA may withhold payment to CONTRACTOR when any of the following occur:

- a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract;
- b) CONTRACTOR was overpaid by SELPA as determined by inspection, review, and/or audit of its program, work, and/or records;
- c) CONTRACTOR or LEA has failed to provide supporting documentation with or for an invoice to be processed, as required by EC 56366(c)(2);
- d) Education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
- e) SELPA has not received, prior to school closure or contract termination, all documents concerning one or more pupils enrolled in CONTRACTOR's educational program;
- f) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change of residence to another district, but fails to notify pupil's prior district of residence and SELPA within five (5) days of such confirmation; or
- g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA pupil.

The amount which may be withheld by SELPA with respect to each of the subparagraphs of the preceding paragraph are as follows:

- a) Value of the service CONTRACTOR failed to perform;
- b) The amount of overpayment;
- c) The entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR;
- d) Amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified;
- e) The proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or
- f) The amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil.

If it is determined that cause exists to withhold payment to CONTRACTOR, SELPA shall follow the procedures delineated in the Master Contract to correct the problem. Similarly, the LEA will work with the CONTRACTOR and SELPA to resolve the issues in a timely manner.

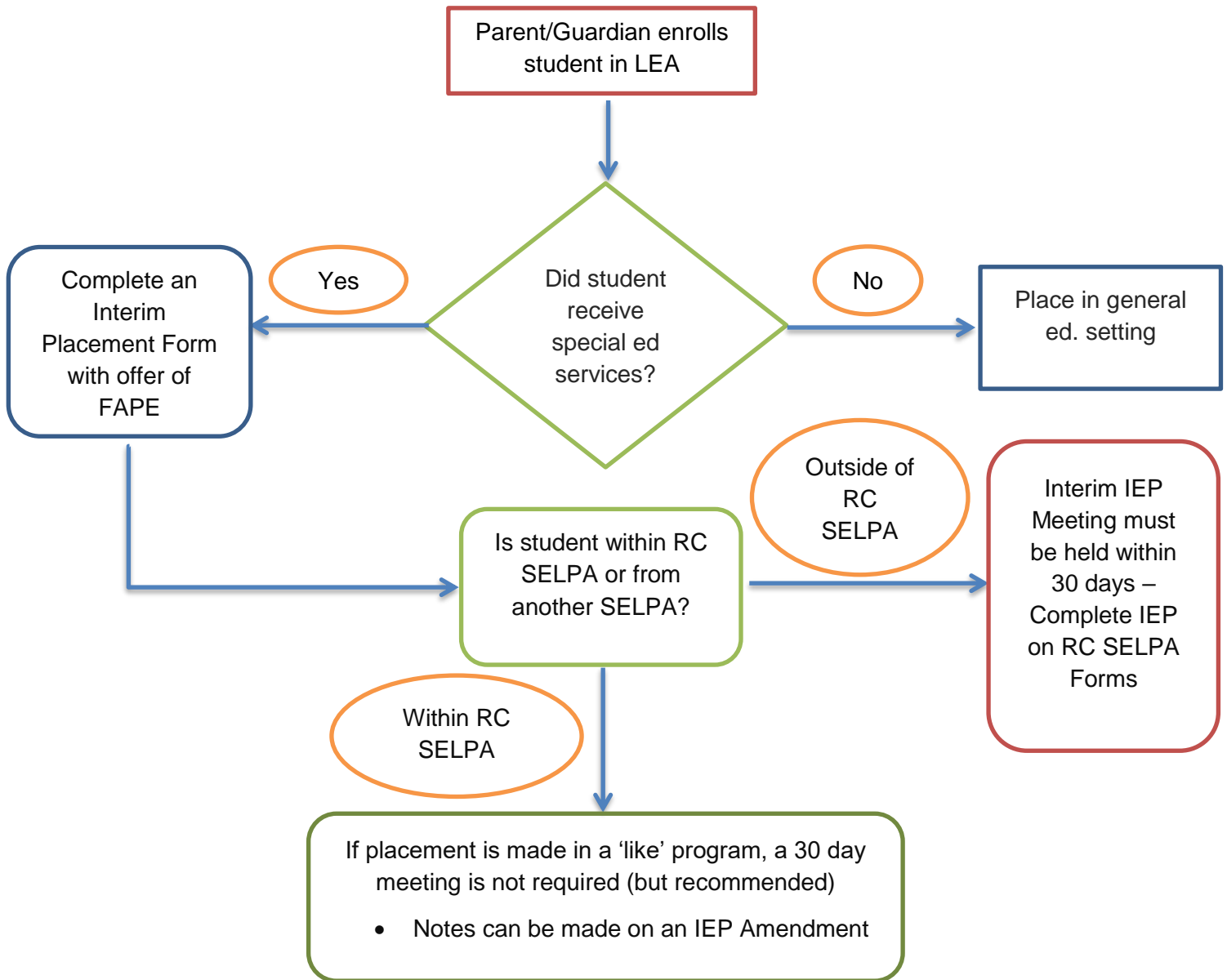
SELPA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

List of Appendices

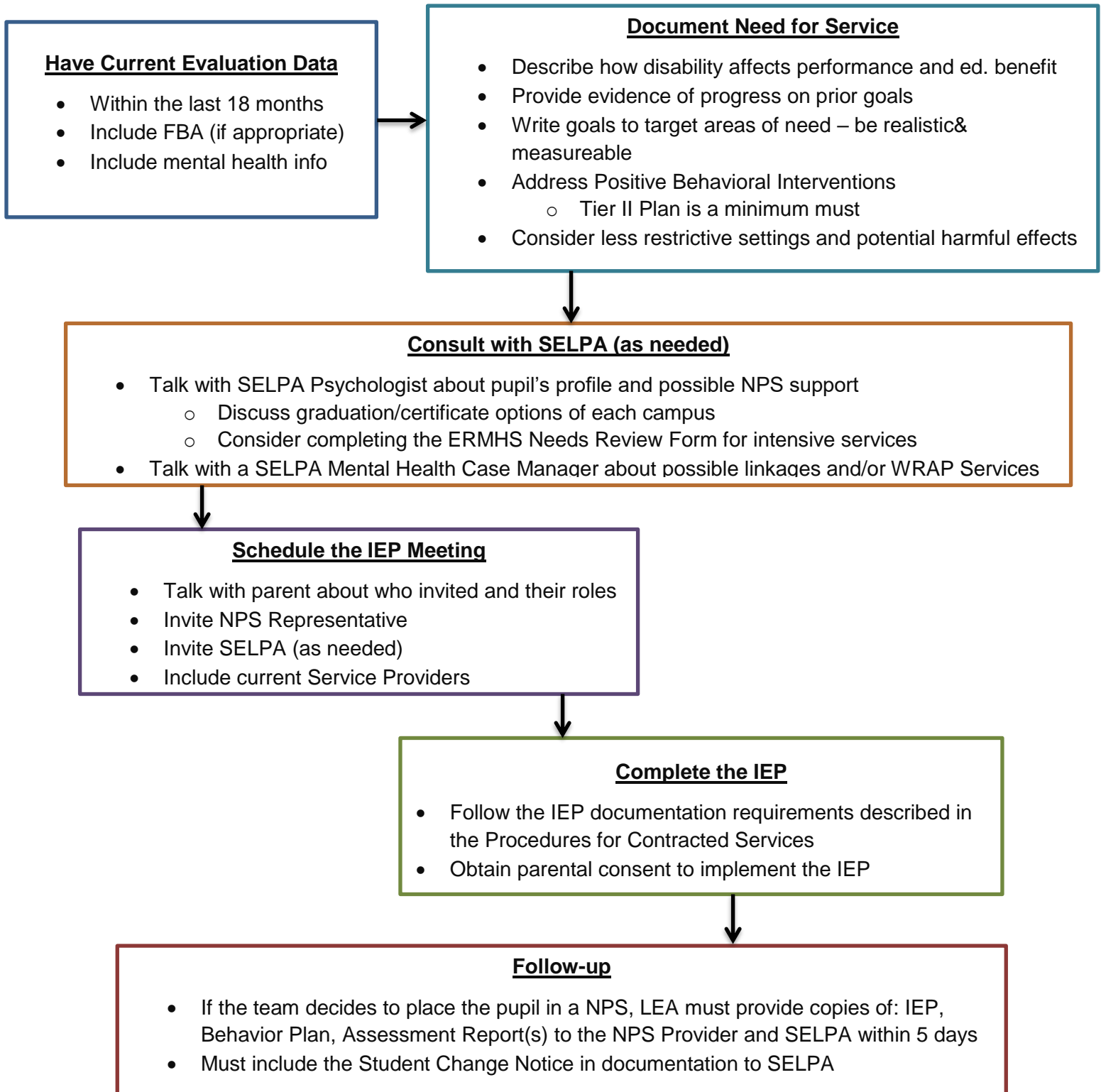
- A. Nonpublic School Flow Chart
- B. Riverside County SELPA ERMHS Flowchart
- C. Riverside County SELPA ERMHS Needs Review Form
- D. Student Change Notice

Approved: May 20, 2011; Most Recent Revision: May 2016

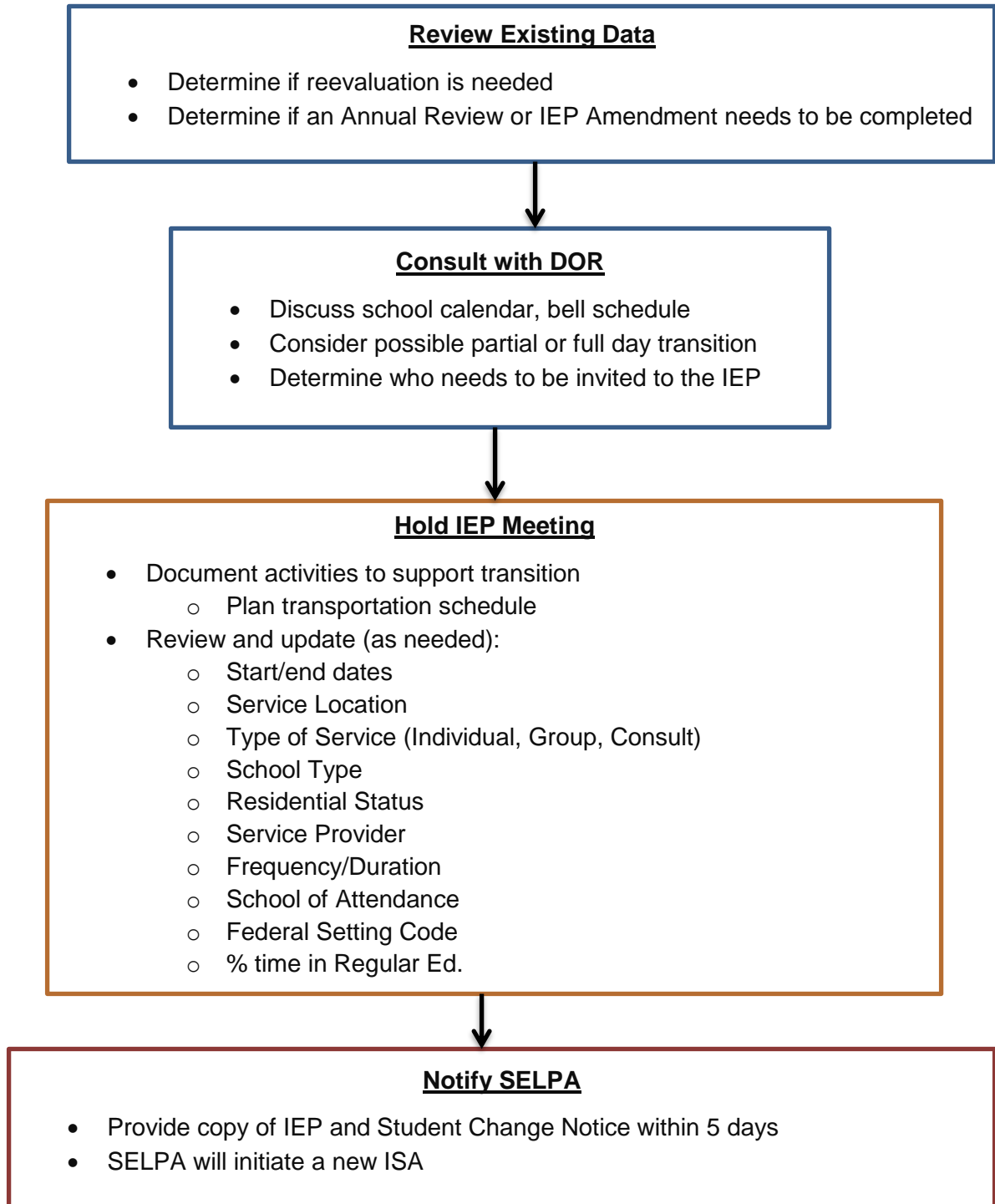
Riverside County SELPA Nonpublic School Flowchart: Interim Placement



Riverside County SELPA Nonpublic School Flowchart: Initial Placement into NPS

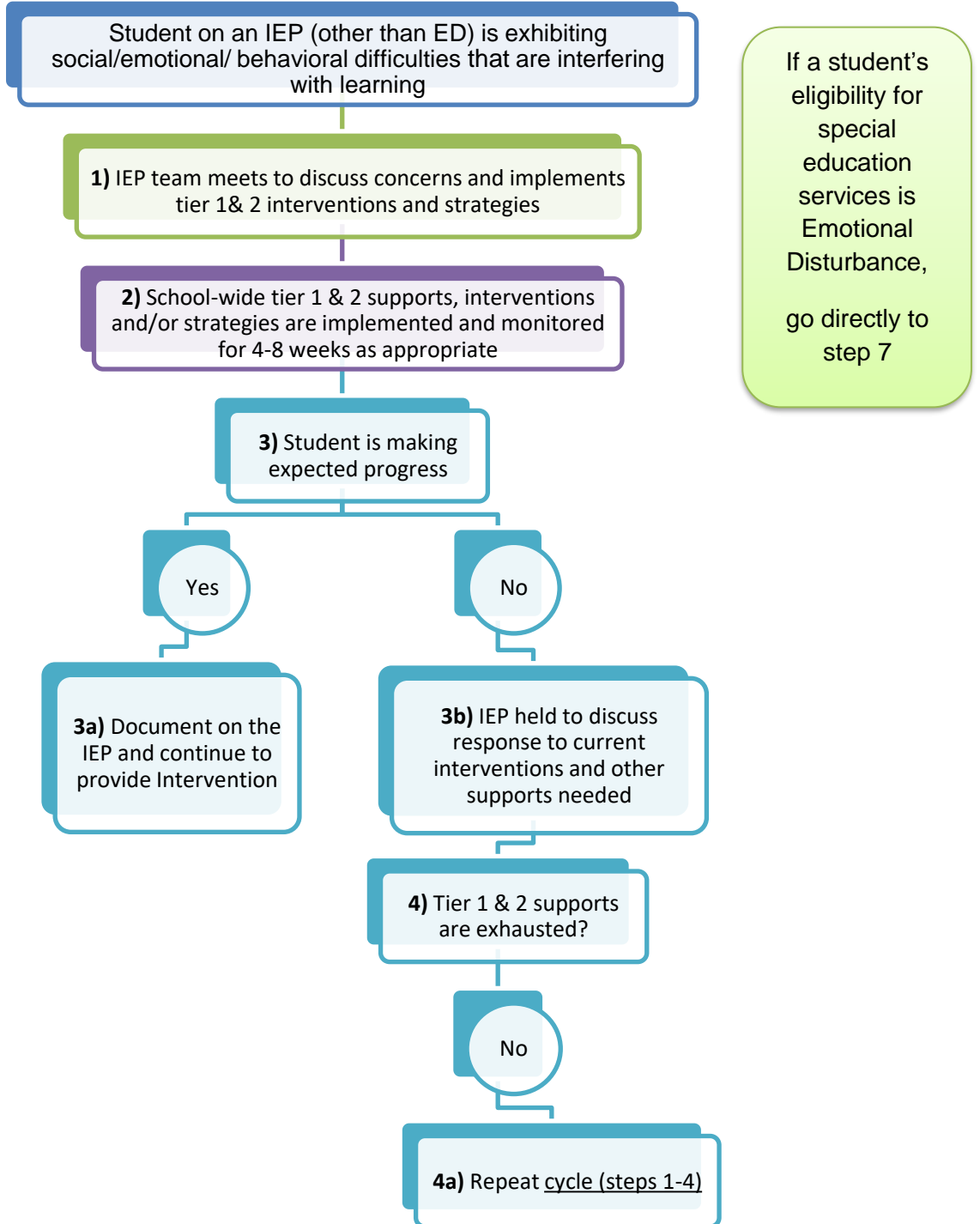


Riverside County SELPA Nonpublic School Flow Chart: Transitioning from a NPS

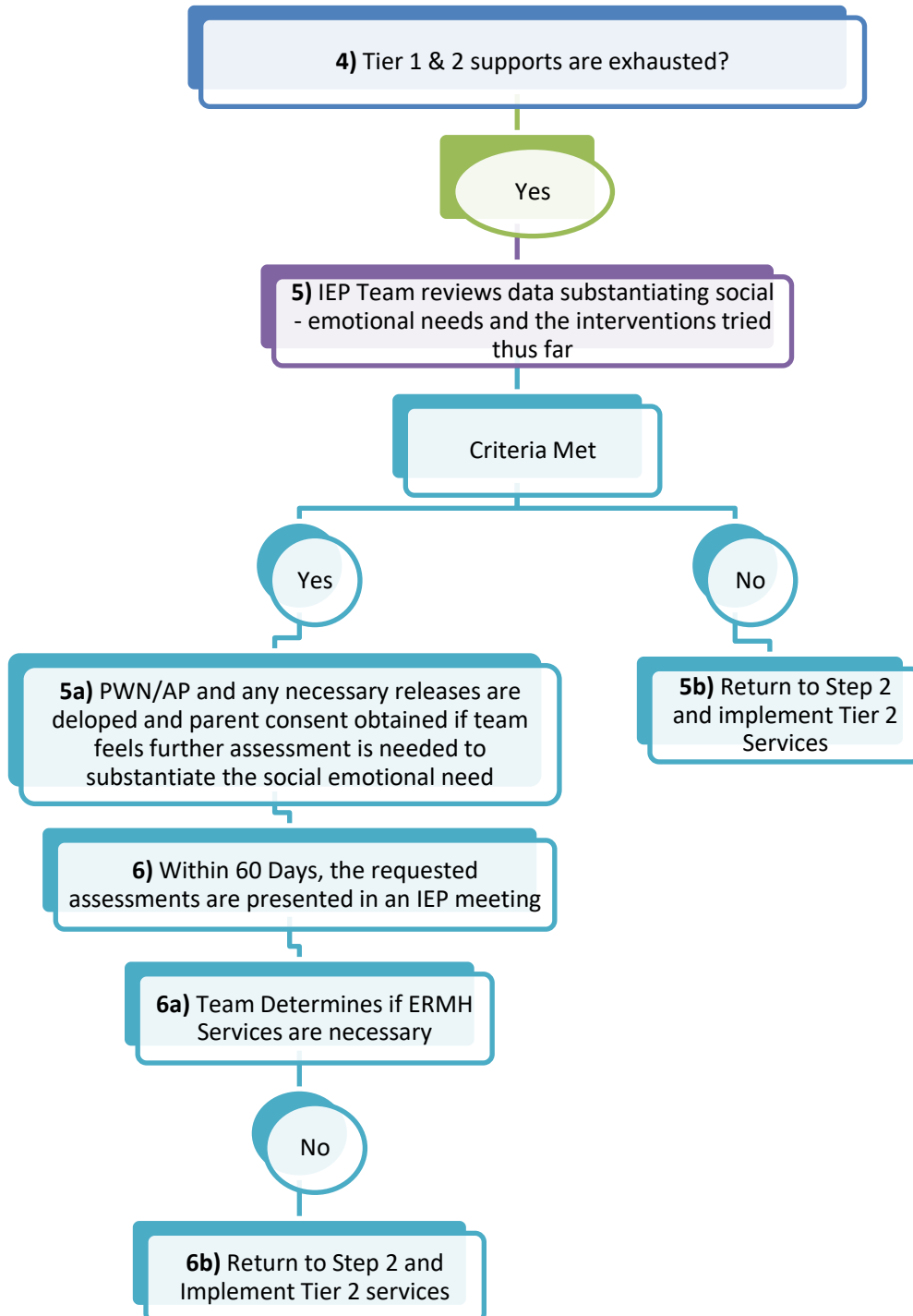


Riverside County SELPA ERMHS Flowchart:

Tier 1 & 2 Interventions

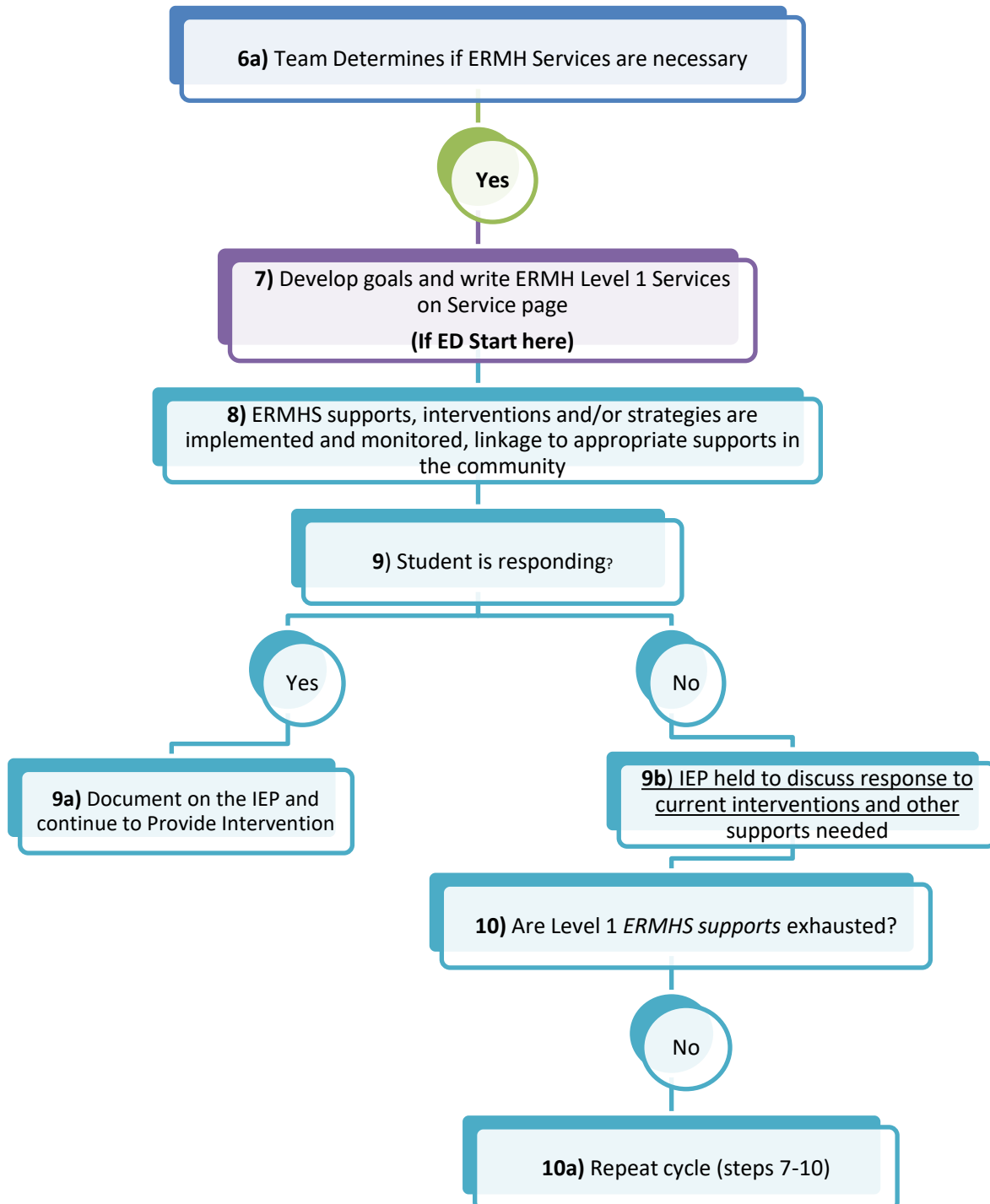


Riverside County SELPA ERMHS Flowchart: Tier 3 Level 1 School Based Referral and Services

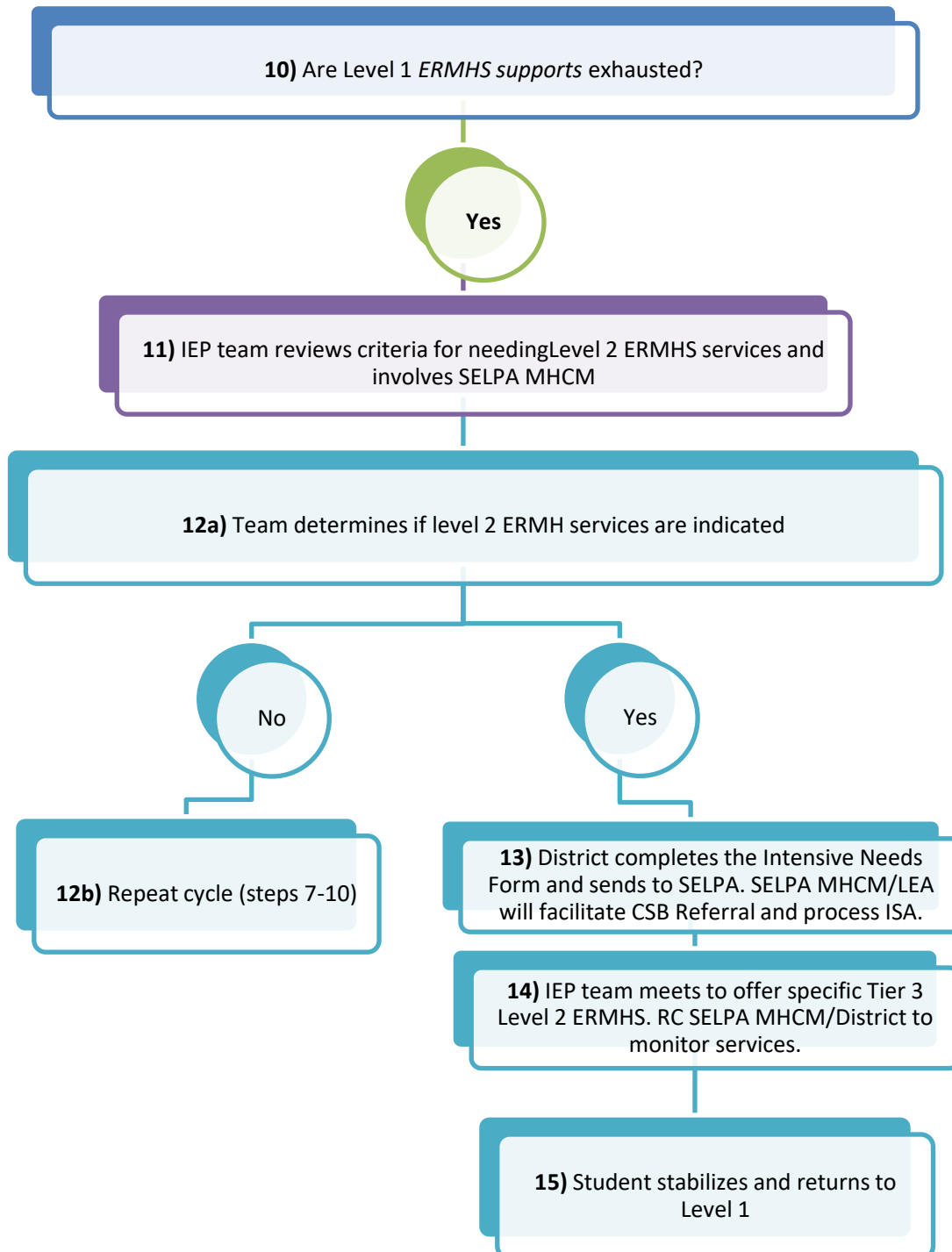


Riverside County SELPA ERMHS Flowchart:

Tier 3 Level 1 School Based Referral and Services (Continued)

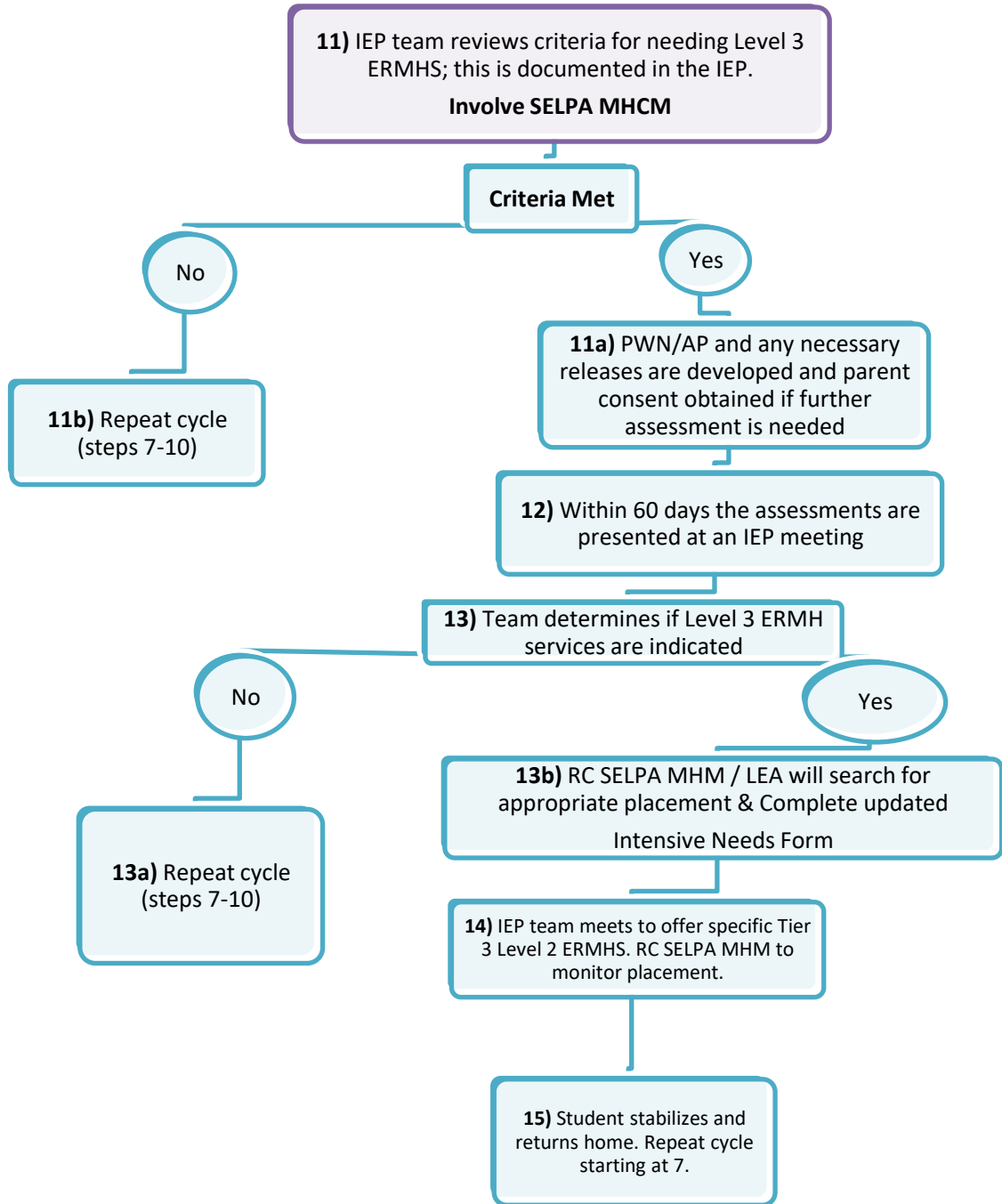


Riverside County SELPA ERMHS Flowchart: Tier 3 Level 2 Contracted Intensive Community Based Services



Riverside County SELPA ERMHS Flowchart:

Tier 3 Level 3 Intensive Out of Home Stabilization WRAP Services



RIVERSIDE COUNTY SELPA

EDUCATIONALLY RELATED MENTAL HEALTH SERVICES NEEDS REVIEW

DATE SUBMITTED:	CURRENT SERVICE LEVEL: Choose an item.		
REQUESTED BY (Name, title):	EMAIL:		
DOCUMENT COMPLETION KEY:	DISTRICT		

YOUTH'S INFORMATION

NAME:		DOB:		AGE:	
PARENT/GUARDIAN:		SOCIAL SECURITY NO.:			
ADDRESS:		INSURANCE:	<input type="checkbox"/> Medi-CAL <input type="checkbox"/> Private		
		IF PRIVATE, PROVIDER:			
E-MAIL:		ED. RIGHTS HOLDER:			
PHONE:		ALTERNATE PHONE:			

IEP AND SCHOOL DATA

IEP DATE:		QUALIFYING DISABILITY:	Choose an item.		
TIER 2 PLAN	<input type="checkbox"/> YES <input type="checkbox"/> NO	QUALIFYING DISABILITY:	Choose an item.		
TIER 3 PBIP	<input type="checkbox"/> YES <input type="checkbox"/> NO	QUALIFYING DISABILITY:	Choose an item.		
SUSPENSIONS	<input type="checkbox"/> YES <input type="checkbox"/> NO				
SCHOOL:				GRADE:	
DISTRICT:		DISTRICT CONTACT:			
TEACHER:					
CLASSROOM PLACEMENT:	Choose an item.				
IEP REFLECTS MH ISSUES:	<input type="checkbox"/> ELIGIBILITY PAGE <input type="checkbox"/> PRESENT LEVELS <input type="checkbox"/> GOALS <input type="checkbox"/> SPECIAL FACTORS <input type="checkbox"/> SERVICES <input type="checkbox"/> EDUCATIONAL SETTING <input type="checkbox"/> TEAM MEETING COMMENTS				
IEP REVIEW DATE:		REVIEWED BY PSYCHOLOGIST:			
RECOMMENDED LEVEL OF SERVICE:	Choose an item.				

TARGET BEHAVIOR

BEHAVIOR:	BASELINE at Referral	CURRENT	BEHAVIOR:	BASELINE at Referral	CURRENT
Phys. Aggression			Suicidal Ideation		
Verbal Aggression			Self Harm		
Property Destruction			Suicide Attempt		
AWOL			Sexualized Behavior		
Hospitalization			Incarceration		
Police Contact			Truancy/non-attendance		
Other:			Other:		

PARTICIPATION IN COMMUNITY RESOURCES

COMMUNITY LINKAGE	Provider		COMMUNITY LINKAGE		
Individual Therapy		<input type="checkbox"/> Yes <input type="checkbox"/> No	YAT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Group Therapy		<input type="checkbox"/> Yes <input type="checkbox"/> No	YAT OFFICER		
Family Therapy		<input type="checkbox"/> Yes <input type="checkbox"/> No	PROBATION STATUS	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Formal <input type="checkbox"/> Informal
Medication Support		<input type="checkbox"/> Yes <input type="checkbox"/> No	PROBATION OFFICER		
Substance Abuse Tx		<input type="checkbox"/> Yes <input type="checkbox"/> No	IRC-RESPITE	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TBS		<input type="checkbox"/> Yes <input type="checkbox"/> No	IRC-WRAP	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TAY		<input type="checkbox"/> Yes <input type="checkbox"/> No	IRC-ABA	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MDFT		<input type="checkbox"/> Yes <input type="checkbox"/> No	DPSS	<input type="checkbox"/> Yes <input type="checkbox"/> No	
LINKAGE ADDED					
Consult with ERMHS	<input type="checkbox"/> Scheduled <input type="checkbox"/> Not needed				

KEY VARIABLE TO LRE

KEY BEHAVIOR:		## trials	LAST MONTH	STATUS
		%		
KEY SKILL:				Choose an item.
TEAM ACTION:				

ERMHS REVIEW DATE:		REVIEWED BY:	
LEVEL OF SERVICE RECOMMENDED:	Choose an item.		

ERMHS TEAM

SCHOOL SITE ADMINISTRATOR:		PEER MENTOR:	
SCHOOL PSYCHOLOGIST :		ERMHS PROVIDER:	
BEHAVIOR SPECIALIST :			
INITIAL CONTACT WITH FAMILY:			

ERMHS SERVICE SUMMARY

REPORT PERIOD:	Choose an item.	EHRMS PROVIDER:	Choose an item.
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TARGET OBJECTIVES

IEP GOAL:		## trials	LAST MONTH	STATUS
		%		
SKILL:				Choose an item.
TEAM ACTION:				

IEP GOAL:		##/## trials	LAST MONTH	STATUS
		%		
SKILL:				Choose an item.
TEAM ACTION:				

GOAL STATUS KEY:

GM = Goal Met	MP = Making Progress	NI = Needs Improvement	NP = No Participation
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MEDICATION UPDATE:

Medication:		Added		Discont.		Purpose:	
Medication:		Added		Discont.		Purpose:	
Medication:		Added		Discont.		Purpose:	
Medication:		Added		Discont.		Purpose:	
Medication:		Added		Discont.		Purpose:	
Medication:		Added		Discont.		Purpose:	

PROGRESS REPORT SUMMARY

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Anticipated Date Of Step Down:

Interagency Staffing Scheduled: Yes Not currently needed

“Celebrate Success” Scheduled with Tracy@rcselpa.org: Yes , Date:

REPORT PREPARED BY:			
NAME:		TITLE:	
		DATE:	

SERVICE REVIEW			
Service provided as outlined in IEP: <input type="checkbox"/> Yes <input type="checkbox"/> No, reason noted in summary above			
NAME:		TITLE:	
		DATE:	

SCHOOL DATA AND IEP REVIEW DATE:		REVIEWED BY:	
RECOMMENDED LEVEL OF SERVICE	Choose an item.		

ERMHS REVIEW DATE:		REVIEWED BY:	
RECOMMENDED LEVEL OF SERVICE	Choose an item.		

ERMHS WRAP APPROVED:	<input type="checkbox"/> YES <input type="checkbox"/> NO Provider assigned: Choose an item.	APPROVED BY:	Tasha Arneson, PhD., PPS SELPA MENTAL HEALTH MANAGER
IF “NO”, Level of SERVICE RECOMMENDED:	Choose an item.		

RIVERSIDE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

2935 Indian Avenue, Perris, CA 92571

(951) 490-0375

STUDENT CHANGE NOTICE

(The purpose of this form is to notify the SELPA office of any changes in Nonpublic Schools and/or Community Based Services, in order to maintain accurate records and expedite the billing process)

STUDENT NAME: **DOB:**
DISTRICT: **RESIDENTIAL STATUS:**
CONTRACTOR: **ED. RIGHTS HOLDER:**
CONTACT PERSON: **PHONE:**

REASON FOR CHANGE (CHECK ONLY ONE):

SERVICE CHANGE

FROM:
PROVIDER:
TO:
PROVIDER:

ADD STUDENT

INTERIM PLACEMENT – DATE SIGNED:

ADDRESS CHANGE

***IF THIS RESULTS IN CHANGING DISTRICTS**
FROM:
TO:

CHANGE OF SCHOOL/CAMPUS/DISTRICT

FROM:
TO:

DROP STUDENT:

- 1. MOVED OUT OF THE RIVERSIDE COUNTY SELPA**
- 2. JUVENILE HALL**
- 3. AWOL**
- 4. AGED OUT OF PROGRAM**
- 5. TRANSITIONED TO PUBLIC SCHOOL (FULL TIME)**
- 6. CHANGE OF PROGRAM (E.G. COUNTY PROGRAM)**
- 7. GRADUATED**
- 8. PARENT/SELF WITHDRAWAL**
- 9. OTHER (PLEASE SPECIFY):**

*If a student's change results in a change in district, the student must register for school within the new district and an Interim Placement must be completed before the new district will accept responsibility.

FAX/MAIL THIS FORM TO: RIVERSIDE COUNTY SELPA
ATTN: Nonpublic School Desk