

This Agreement is entered into by and between the _____ School District (“DISTRICT”) and _____ [insert name of GROUP HOME]

BACKGROUND AND PURPOSE:

As a result of the recent suspension of AB3632 mandate (Handicapped and Disabled Students I and II, and Seriously Emotionally Disturbed Pupils: Out of State Mental Health Services), Sonoma County Mental Health has determined it no longer has the mandate to continue to provide mental health services for special education services for the 2011-2012 fiscal year. This Agreement to ensure Voluntary Placement In/Out-of-State Residential Placement services for students with disabilities between the District and [name of GROUP HOME] (hereinafter referred to as “CONTRACTOR”).

PARTIES RESPONSIBILITIES:

A. DISTRICT RESPONSIBILITIES:

The DISTRICT Agrees to:

- a. Provide the CONTRACTOR with knowledge of the background and needs of the student necessary for effective care, including but not limited to the student’s individualized education program (“IEP”), a social work assessment, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary. This shall be made available within 14 days from the date of placement.
- b. Work with the CONTRACTOR toward development of a treatment plan.
- c. Work toward termination of student’s placement with CONTRACTOR staff.
- d. Continue paying for student’s placement as long as student’s IEP requires such a placement and the CONTRACTOR maintains student on an active status, until the LEA requests that placement be terminated, and/or as otherwise provided by federal or California law.
- e. Assist in the maintenance of each student’s constructive relationship with parents and other family members, and to involve parents in future planning for their child.
- f. Contact each student at least once a quarter. If case plan would indicate less frequent contact, the CONTRACTOR will be informed.
- g. Inform CONTRACTOR if the student has any tendencies toward dangerous behavior.
- h. Provide authorization for medical treatment signed by the student’s parents or legal guardian.

A. CONTRACTOR RESPONSIBILITIES:

CONTRACTOR Agrees to:

- a. Provide student with the shelter, nurture, care, clothing, treatment, and training suited to his/her needs.
- b. Follow admission requirements related to medical screening, physical examinations, medical testing, and immunizations.
- c. Develop an understanding of the responsibilities, objectives, and requirements of the DISTRICT in regard to the care of student and work with the DISTRICT in planning for each student’s educational needs.

- d. Encourage the maintenance of the natural parent-student relationship and include the student's parents in treatment when appropriate.
- e. Not use: corporal punishment; deprivation of: meals, monetary allowances, visits from parents, home visits, and threat of removal, or any type of degrading or humiliating punishment. CONTRACTOR to use constructive alternative methods of discipline.
- f. Respect and keep confidential information given about student and his/her family, including adherence to the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g).
- g. Work toward termination of placement on a planned basis with maximum involvement of student, parents, and the DISTRICT.
- h. Conduct a staffing review of student at least quarterly.
- i. Submit a written initial diagnostic summary to the DISTRICT within three (3) months from the date of placement. The initial diagnostic summary shall include the following information:
 - Medical and dental needs
 - Psychological/psychiatric evaluations obtained
 - Staffing review summaries
 - Educational assessments
 - Peer adjustment
 - Relationship to staff
 - Involvement in recreation program
 - Behavioral problems
 - Short-term treatment objective (goals established for the next 3 months)
 - Long-range goals including anticipated length of placement
 - Tasks planned to reach objectives and goals and staff who will be performing these tasks, including DISTRICT service activity
 - Identification of unmet needs
 - Involvement of student and his/her parents in the treatment program
- j. Submit written evaluations to the DISTRICT quarterly. Evaluations shall include information as identified in the agreement.
 - Current status of student physical health
 - Reassessment of student adjustment to placement, program, peers, school, and staff
 - Progress toward short-term objectives and long-range goals including tasks that have been performed to reach these objectives and goals
 - Reassessment of unmet needs and efforts made to meet those needs
 - Modification of treatment plan, tasks to be performed, and anticipated length of placement
 - Involvement of student and his/her parents in treatment
- k. Immediately notify DISTRICT of significant changes in the student's health, behavior, or location. Submit in writing, copies of Serious Incident Reports.
- l. Submit copies of any pertinent information such as school reports, medical records, and psychological/psychiatric reports as completed.
- m. Give DISTRICT at prior written notice at least fourteen (14) days notice of intent to discharge a student unless agreed upon with the DISTRICT that less notice is necessary.
- n. Conform to licensing requirements.
- o. Provide this DISTRICT access to documentation regarding this student.
- p. Attend IEP meetings for students via telephone upon request by the DISTRICT.

- q. Maintain students' 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 (1) year after a minor has reached age eighteen (18), but in no event for less than seven (7) years beyond the date of last service.
- r. Keep books and financial records for each student served under this Agreement for five (5) years together with complete and adequate financial records for all expenditures made by CONTRACTOR in connection with the administration of the program. Such records shall be open for inspection on request by the DISTRICT, at times mutually agreed upon by the parties hereto.

BREACH:

It is specifically understood and agreed that the District shall have no obligation to pay Contractor in whole or in part under any of the following circumstances during any time in which:

- 1. The student is not under Contractor's direct supervision and control for any reason including but not limited to truancy, excused absence, reunification visits with parents and other allowable LEA IEP approved absences as aligned in Appendix B and C.
- 2. The Contractor has failed to fully and faithfully perform all Contractor obligations herein, or
- 3. The Contract has unreasonably exposed the District to liability for any reason.

TERM:

The term of this Agreement shall be from July 1, 2011 through and including June 30, 2012

PAYMENT AMOUNT:

DISTRICT shall pay for services at rates identified on the attached Exhibit A.

AMENDMENT:

This Agreement 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.

INDEMNIFICATION:

DISTRICT and CONTRACTOR shall defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, attorneys, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, attorneys or other representatives.

This indemnity provision shall survive the term of this Agreement and is in addition to any other rights or remedies that either party may have under law.

CALIFORNIA LAW/VENUE:

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Sonoma, State of California, unless otherwise specifically provided for under California law.

THIRD PARTIES:

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

SEVERABILITY:

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

Signed:

CONTRACTOR ([GROUP HOME])

DISTRICT (LEA)

DISTRICT

Signature (resGROUP HOME)

Authorized Representative's Signature

Printed Name and Title of Contracting Officer

Printed Name and Title

Date

Date

Appendix B

Payment Provision When Students Are Absent

[Residential School] shall be entitled to payment in an amount equal to the full student daily rate for those days when a student is not in attendance at [Residential School] provided:

1. [Residential School] provides District LEA with written evidence of a student's absence within 24 hours of such absence;
2. [Residential School] has in place policies and practices which are reasonably calculated to prevent and deter student unexcused absences which shall be approved by the District LEA in advance of payment;
3. No payment shall be made for such absences that exceed 3 days per school year for any student individually and 9 days per annum for all students cumulatively;
4. District LEA is reimbursed by [Residential School] from any insurance or other payments otherwise received or available to [Residential School] in payment for such absences or such payments are used on a primary basis;
5. Student's IEP is otherwise being fully and appropriately implemented;
6. No compliance complaint, due process hearing complaint, lawsuits or other judicial or administrative complaints of any nature or any kind have arisen out of or been related to student's placement at [Residential School] in the 12 months preceding request for payment.

Appendix C

Provision for AWOL Student

Whenever [Residential School] has determined that a student has been absent due to being AWOL or resulting from an unauthorized parent visit, [Residential School] shall:

1. notify the absent student's parent(s) that student is obligated to attend school,
2. notify student's parent(s) that they may meet with [Residential School] personnel to discuss solutions to the problem,
3. make a conscientious effort to hold at least one conference with student's parent(s) and the student. (A "conscientious effort" means a documented attempt to communicate with a student's parent(s) by mail, electronic mail or telephone),
4. report all student AWOLs and unapproved parent visits to the appropriate School Attendance Review Board "SARB".

If communication with a student' parent(s) fails to resolve the problem [Residential School] shall coordinate efforts with the student's district of residence for referral of the attendance problem to the appropriate SARB.