

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF VENTURA, BEHAVIORAL HEALTH DEPARTMENT AND THE  
VENTURA COUNTY OFFICE OF EDUCATION FOR CHILDREN'S MENTAL  
HEALTH SERVICES

This agreement ("Agreement") amends the Memorandum of Understanding, which became effective July 1, 2008, attached hereto and incorporated herein as "Attachment A." This Agreement is made and entered into between the Ventura County Office of Education ("VCOE")/Ventura County SELPA and the County of Ventura acting through its Behavioral Health Department ("COUNTY"), collectively "Parties".

WHEREAS, Chapter 26.5 of the Government Code Section 7570 et seq. (AB3632) mandates that counties and their mental health divisions conduct mental health assessments and provide an array of educationally related mental health services, required by students with disabilities as determined by an individualized education program (IEP);

WHEREAS, the state has failed to fully reimburse Ventura County for the provision of AB3632 services;

WHEREAS, on October 8, 2010, the Governor of the State of California vetoed all state funding for educationally related mental health services provided pursuant to Government Code Section 7570 et seq. (AB3632) and declared the mandate on county mental health services to provide these services suspended;

WHEREAS, the Governor's authority to suspend the mandate on county mental health services to provide AB 3632 services is currently the subject of litigation;

WHEREAS, the State Legislature in the Budget Act provides federal Individuals with Disabilities Education Act (IDEA) local assistance funding for the provision of educationally related mental health services that are provided to disabled students as determined by an IEP pursuant to Government Code Section 7570 et seq. (AB3632) by transmitting the funds to county offices of education;

WHEREAS, the Budget Act requires each county office of education and county mental health agency to enter into an MOU for the purpose of transferring these federal IDEA funds, subject to the fulfillment of the grant's terms and conditions, to the county mental health agency for educationally related mental health services as set forth in Government Code 7570 et seq. (AB3632) that are provided to disabled students as determined by an IEP.

NOW, THEREFORE, it is agreed as follows:

1. VCOE agrees to reimburse COUNTY for the provision of AB 3632 educationally related mental health services, including the cost of residential placement, to eligible students with disabilities rendered from October 8, 2010 to June 30, 2011.

Should a court or the Legislature determine that the State Department of Mental Health and its local county mental health agencies are responsible for providing AB 3632 services, funding and provision of services shall be in accordance with the terms and conditions of the Parties' Memorandum of Understanding, which became effective July 1, 2008. In such an event, this Agreement shall be null and void and any payments beyond the amount allocated from the federal Individual with Disabilities Education Act (IDEA) funds allocated by the California Department of Education (CDE) shall be returned to VCOE within 45 days of that action.

2. COUNTY agrees to provide AB3632 educationally related mental health services pursuant to the Parties' Memorandum of Understanding, which became effective on July 1, 2008, until June 30, 2011. Educationally related mental health services may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, medication monitoring, intensive day treatment, day rehabilitation, residential placement and any other mental health services.

3. COUNTY agrees to maximize to the extent possible other sources of county, state, or federal funding, including but not limited to, funding from Medi-Cal or the California Department of Social Services. Such funding and/or reimbursements received by COUNTY for AB3632 services shall offset any amount VCOE is required to fund under this Agreement. Additionally, COUNTY shall advise VCOE of any funding or reimbursements it receives when submitting any invoices to VCOE.

4. Ventura County Behavioral Health (VCBH) will invoice the VCOE/SELPA on a Monthly Basis for FY 2010-11 AB3632 services. An interim billing will be invoiced to the Ventura County Office of Education/Ventura County SELPA (5100 Adolfo Road, Camarillo, CA 93012, Attention: Mary Samples) by the 20th day following each calendar month-end for 1/12 of the annual projected budget subject to quarterly reconciliations (see timeline below) for actual cost incurred. Payment terms are net/45 from date of invoice.

The first quarterly reconciliation will be made by the 150th day of the fiscal year (November 30th) and then 90 days thereafter (February 28th, May 31st, and August 31st). The bill will be supported by General Ledger, payroll reports, and services & supplies invoices. The invoice will be accompanied by a monthly summary report that includes the names of students receiving AB3632 services listed in alphabetical order and sorted by school, along with their birth dates. For each student there will be a monthly summary of types of services delivered and units of service in minutes and for students in residential placement, the days in placement.

**TIMELINE:**

1st Quarter (ending September 30th) reconciled by November 30th,

2nd Quarter (ending December 31st) reconciled by February 28th,

3rd Quarter (ending March 31st) reconciled by May 31st, and

4th Quarter (ending June 30th) reconciled by August 31st.

18 months after the close of the fiscal year, there will be a final reconciliation.


The Parties agree to meet in March 2011 to discuss plans for the 2011-2012 school year.

5. Parties agree that there are other costs associated with the provision of 3632 educationally related mental health services that were impacted by the State's lack of adequate funding, including the cost of residential room and board associated both with out of home placement and Wraparound. SELPA/VCOE will work collaboratively with the Ventura County Human Services Agency to address funding for those costs in a later agreement.

Except for the modifications described herein, all other terms and conditions of the Parties' Memorandum of Understanding, dated May 9, 2008 and extended on August 13, 2010, shall remain in effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers in the County of Ventura, California. This Agreement is entered into this 21<sup>st</sup> day of December, 2010 by and between the undersigned parties.

VCOE:

By  Date 12-22-2010

Title Superintendent - Ventura County Office of Education

SELPA:

By  Date 12-22-2010

Title Assistant Superintendent - SELPA

COUNTY:

By  Date 12-22-10

Title Director, VCBH

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