

## **EXHIBIT A – PROGRAM REQUIREMENTS (A-P): COUNSELING-ENRICHED SPECIAL DAY CLASS (CESDC)**

### **I. Program Name**

Counseling-Enriched Special Day Class (CESDC) and Intensive-CESDC (I-CESDC)

### **II. Contracted Services<sup>1</sup>**

Outpatient Services:

- Mental Health Services
- Case Management/Brokerage
- Crisis Intervention
- Additional Service for I-CESDC: Medication Support

Medi-Cal Requirements Apply

### **III. Program Information and Requirements**

#### **A. Program Goals**

Contractor shall provide Educationally Related Mental Health Services (ERMHS) to help clients accomplish the following goals:

- i. Receive benefit from their special education services;
- ii. Reduce the impact of emotional problems on the ability of children and adolescents to acquire new knowledge and skills in the school setting;
- iii. Reduce symptomatology **in the school setting**;
- iv. Improve social-emotional functioning scores;
- v. Be successful in a less restrictive educational environment;
- vi. Have more satisfying relationships with adults and peers in the school setting; and
- vii. Continue to enhance the quality of client/family life and community functioning.

#### **B. Target Population**

Contractor shall provide services to the following populations:

##### **1. Service Groups**

Contractor shall provide services to students qualifying for special education whose emotional disturbance impacts their ability to engage in their education.

##### **2. Referral Process to Program**

Clients shall be eligible for ERMHS and referred and authorized to receive services by the client's school district per their Individualized Education Plan (IEP).

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<sup>1</sup> See all requirements specified in the Exhibit A-1: Standard Requirements, Exhibit A - Scope of Work (SOW), and other Exhibits attached to this Agreement.

### **3. Program Eligibility**

Contractor shall only serve clients referred through the IEP process who:

- i. Have been referred and authorized to receive services by the client's school district;
- ii. Have been assessed for ERMHS and found to qualify; and
- iii. Meet criteria for Specialty Mental Health Services.

### **4. Limitations of Service**

ERMHS services shall continue to be approved by the clients' school district per their IEP. Changes to the IEP may result in changes to the provision of Contractor's ability to provide ERMHS services.

## **C. Program Description**

Contractor shall maintain programmatic services at or above the following minimum levels:

### **1. Program Design**

Contractor shall align treatment plans and subsequent interventions with the IEP goals. Contractor's program shall be an integrated special education mental health program where eligible students (and their families) receive mental health services aimed at correcting or ameliorating persistent emotional problems that impair essential school functioning. Contractor's program shall contribute to the structured learning environment; and support and uphold clearly articulated classroom rules, a functioning positive behavior system, and a collaborative team approach between the educational staff (teacher, instructional aides and/or intervention specialists), mental health providers (Licensed Practitioners of the Healing Arts — LPHA, Waivered Clinical Staff — and Mental Health Rehab Specialist — MHRS), school site administrators and Special Education administrative staff. Team meetings including Contractor's staff shall occur on a weekly basis with larger coordinating meetings as needed.

Contractor shall provide case management/brokerage and mental health services including behavioral health assessment, evaluation, plan development, collateral, family engagement,<sup>2</sup> individual therapy, group therapy, individual rehabilitation, group rehabilitation, and interactive complexity. Contractor's staff shall provide support to students to enable their participation in mainstreaming opportunities for course work and extra-curricular activities as appropriate. Contractor shall provide crisis intervention, as needed.

The majority of services provided by Contractor shall be individualized and provided "around and into" students' educational milieu so that educational goals can be met in the least restrictive setting. Contractor shall provide collateral support to family members, significant others, outside physicians and psychiatrists, and any

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<sup>2</sup> Family Engagement is an umbrella term which includes Family Therapy, Collateral Family Therapy, Collateral Family Groups, Multi-Family Groups, Collateral Caregiver, and any other new codes specified by ACBH.

other involved professionals (e.g., Social Services, Probation, Regional Center), as necessary, to meet treatment goals and objectives.

Contractor's clinicians shall be responsible for ensuring that each student receives, according to the student's IEP and treatment plan, the appropriate combination of mental health services.

Contractor shall acknowledge that it is the School District's responsibility to communicate with the parent and/or guardian regarding their willingness to access their insurance plans (Medi-Cal and Private) to cover the cost of ERMHS services, and Contractor shall coordinate any associated inquiries directly with the School District. ACBH shall not initiate or facilitate these inquiries.

#### Additional Requirements for I-CESDC Programs

Contractor shall provide medication support, as needed, to clients with full-scope Medi-Cal who can be served under Early Periodic Screening Diagnosis and Treatment (EPSDT). Contractor shall refer other clients in need of medication support services, who do not qualify for this service under EPSDT, to their health plan.

Contractor shall convene daily staff check-ins, which shall include the school district staff (Special Education Teacher and Classroom Support Staff) as time permits. Contractor shall meet with the school district staff at least once per week to discuss client progress and challenges. Contractor, in collaboration with the Special Education Teacher, shall have daily Community Meetings with students though all students need not be present for this activity.

#### Additional Requirements for Programs at Public School Sites

Contractor's program shall contribute to the District led structured learning environment.

Contractor shall utilize an ACBH-approved Letter of Agreement (LOA) template to develop and maintain a signed LOA with the school site and Unified School District by October 1<sup>st</sup> of each school year, with the purpose of outlining roles and responsibilities, collaboration, and communication regarding services being provided. This LOA will be renewed each fiscal year and amended as needed. If any edits are made to the ACBH-approved LOA template, Contractor shall submit the revised LOA to ACBH for review and approval prior to signature process. Contractor shall make available to ACBH a copy of all signed LOAs. At a minimum, the LOA should specify minimum staffing and space requirements as well as minimum and maximum enrollment per classroom.

For I-CESDC programs, Contractor shall follow school-district policies regarding medication distribution for programs serving clients on public-school sites.

**2. Discharge Criteria and Process**

The discharge criteria, upon which the plan is based, shall be reflected in the treatment plan's goals and objectives, and the student's IEP goals, standards, objectives and benchmarks. The IEP goals, standards, objectives and benchmarks shall be formally reviewed at least annually.

Discharge planning shall involve collaboration between Contractor's treatment/IEP team, students/parents, and ACBH.

**3. Hours of Operation**

Contractor shall maintain the hours as specified in Exhibit A-Scope of Work (SOW).

**4. Service Delivery Sites**

Contractor shall deliver services at designated service delivery sites as specified in Exhibit A-SOW.

**D. Minimum Staffing Qualifications**

Contractor shall maintain at least one full-time equivalent LPHA or Waivered Clinical Staff per classroom.

Additional Requirements for I-CESDC Programs

Contractor shall maintain at least one full-time equivalent LPHA or Waivered Clinical Staff per classroom who shall deliver individual and group therapy; at least one full-time equivalent Mental Health Support Staff who shall provide other behavioral health interventions and support the school district staff in the classroom as directed by the Special Education Teacher; and psychiatry staffing to serve the needs of students who are eligible to receive this service through EPSDT as described in their treatment plan and IEP.

Additional Provisions for Programs at Public School Sites

Contractor may shift staff as needed between program sites within the same school district according to census and acuity of client needed. If there is a need for additional staffing that cannot be accommodated by the shifting of staff, Contractor shall make a formal written request to ACBH through the ACBH Program Contract Manager. Contractor shall not add additional staff without prior authorization from ACBH. Contractor shall notify ACBH Program Contract Manager and Chief of Children's Specialized Services of academic staffing issues that impact the delivery of contracted services.

If a program site has a clinical staff vacancy, Contractor shall immediately notify the school site administrator, the assigned District Special Education Program Specialist, and ACBH Program Contract Manager, with a plan for meeting the staffing and clinical needs of the program and a timeline for filling the vacant position.

#### **IV. Contract Deliverables and Requirements**

##### **A. Process Objectives<sup>3</sup>**

Contractor shall provide each client with mental health and/or case management/brokerage support services, as needed. These services shall include at least two 30-minute check-ins, at least one hour of therapy per client per week, and at least one hour per month of family engagement, unless otherwise indicated on the client's IEP.

##### Additional Requirements for I-CESDC Programs

Contractor shall provide each client with mental health and/or case management/brokerage support services, as needed. Contractor shall provide each client with at least two hours per week of therapy, and at least two hours per month of family engagement, unless otherwise indicated on the client's IEP. Contractor shall provide medication support, as needed.

##### **B. Quality Objectives**

Contractor shall work collaboratively with ACBH to develop performance measures around quality of care.

##### **C. Impact Objectives**

Contractor shall work collaboratively with ACBH to develop performance benchmarks around impact of services.

#### **V. Reporting and Evaluation Requirements**

Contractor shall inform ACBH by contacting the ACBH Program Contract Manager and the Chief of Children's Specialized Services if there are not enough referrals from the school district and/or issues with chronic absenteeism.

Contractor shall submit a CESDC Placement Notification to ACBH Children's Specialized Services (CSS) within five days of opening an episode in an electronic data collection and claiming system approved by ACBH IS for the purpose of monitoring ERMHS eligibility and ERMHS authorization.

#### **VI. Additional Requirements**

No additional requirements.

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<sup>3</sup> During the Covid-19 emergency, Contractor shall deliver services in concert with the school district's distance learning and cohort learning protocols and amended student IEP.