

**AGREEMENT BETWEEN THE COUNTY OF NEVADA, BEHAVIORAL HEALTH DEPARTMENT, AND THE NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NJUHSD), REGARDING SPECIALTY MENTAL HEALTH SERVICES AT NJUHSD CAMPUSES**

This Agreement is entered into by and between the County of Nevada, Behavioral Health Department, hereinafter referred to as “NCBH”, and the Nevada Joint Union High School District hereinafter referred to “NJUHSD”.

**WHEREAS**, the purpose of this Agreement is to establish an arrangement for the Behavioral Health Department to provide qualified personnel for the provision of professional mental health services to serve high school students at NJUHSD Campuses who have been identified as having a mental health need. The expected outcome of this agreement is to ensure continuation of access to mental health services for special education pupils. These services will seek to:

- Make available onsite access to mental health services at NJUHSD campuses regardless of Medi-Cal status of student and to improve the mental health and well being of students.
- Provide a coordinated identification and referral process to community agencies for mental health services; and
- Improve school staffs’ education regarding mental health needs/high-risk behaviors.

**RECITALS**

**NOW, THEREFORE**, the parties agree to the following terms and conditions:

1. **TIME OF AGREEMENT**: This Agreement will remain in effect from July 1, 2016 and shall continue until June 30, 2017.
2. **SCOPE OF SERVICES**: The Scope of Services is detailed in Exhibit “A” attached hereto.
3. **PAYMENT ARRANGEMENT**: The Schedule of Payments is detailed in Exhibit “B” attached hereto.
4. **TERMINATION**: Either party may terminate this Agreement for any reason by giving thirty (30) days’ written notice to the other party.
5. **JURISDICTION**: This Agreement shall be construed in accordance with the laws of the State of California.
6. **INDEMNIFICATION**: NJUHSD shall hold harmless, defend, and indemnify Nevada County and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of performance of the Agreement described herein, caused in whole or in part of any negligent act or omission of NJUHSD, its officers, officials, employees, and volunteers, except where caused by the active

negligence, sole negligence, or willful misconduct of Nevada County, its officers, officials, employees, and volunteers.

Nevada County shall hold harmless, defend, and indemnify NJUHSD and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of the performance of the Agreement described herein, caused in whole or in part of any negligent act or omission of Nevada County, its officers, officials, employees, and volunteers, except where caused by the active negligence, sole negligence, or willful misconduct of NJUHSD, its officers, officials, employees, and volunteers.

- 7. **INSURANCE**: It is agreed that NJUHSD and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, and workers' compensation. For the performance of professional services by a licensed or registered professional under this Agreement, the County shall maintain professional (malpractice insurance) of not less than \$1,000,000 per occurrence.
- 8. **COUNTY AS INDEPENDENT**: In providing services herein, COUNTY and its agents employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of NJUHSD.
- 9. **CONFIDENTIALITY AND HIPAA/HITECH**: Both parties shall comply with all State and Federal laws and regulations concerning safeguarding confidentiality and/or confidential information.

Both parties agree to comply with the requirement of 42 U.S.C. §§ 1171, et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) related to Protected Health Information, in performing any task or activity related to this Agreement.

- 10. **ENTIRE AGREEMENT; AMENDMENT**: This Agreement is the entire agreement of the parties, and no other written or oral evidence shall be construed to be part of this Agreement. The parties may at any time amend this Agreement by mutual consent in writing as necessary to achieve the contractual objectives of the parties.
- 11. **NOTICES**: Notices shall be given to the parties at the following locations:

Nevada County Behavioral Health  
Attn: Rebecca Slade, MFT  
500 Crown Point Circle, Suite 120  
Nevada City, CA 95959  
(530) 470-2784

Nevada Joint Union High School District  
Attn: Karen Suenram/Asst. Superintendent  
11645 Ridge Road  
Grass Valley, CA 95945  
(530) 273-3351, ext. 210

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective on the Beginning Date above.

**County of Nevada:**

**Nevada Joint Union High School District**

\_\_\_\_\_  
Jill Blake, MPA  
Acting Behavioral Health Director

\_\_\_\_\_  
Karen Suenram  
Asst. Superintendent- Business Services

Date:\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
Honorable Hank Weston  
Chair, Board of Supervisors

Date:\_\_\_\_\_

ATTEST:

By:\_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board of Supervisors

Approved as to Form:

\_\_\_\_\_  
County Counsel

**EXHIBIT “A”  
SCOPE OF SERVICES  
NJUHSD MENTAL HEALTH SERVICES**

**PURPOSE**

Under the scope of this Agreement NCBH will provide a Behavioral Health staff, classified as either a Behavioral Health Therapist I (registered intern with the Board of Behavioral Health Examiners, or eligible to accrue hours of Supervised Professional Experience, as defined by the Board of Psychology), Behavioral Health Therapist II (license eligible), or Behavioral Health Therapist – Licensed (LCSW, Professional Clinical Counselor; MFT, or Psychologist) [Collectively “Behavioral Health Therapist”], to be available at NJUHSD campuses Monday through Friday four hours per day, scheduled as mutually agreed, excluding weeks when school is not in session, to provide Educationally Related Mental Health services. NJUHSD agrees to provide a room to NCBH staff on the school campus that assures privacy and confidentiality. NJUHSD agrees to pay:

- 1) Time related to providing services for non Medi-Cal eligible students,
- 2) Time available for classroom consultation and intervention,
- 3) Matches to Medi-Cal; and,
- 4) Time spent on non-billable services regardless of the student’s insurance coverage.

Behavioral Health Therapist shall provide individual therapy, case management, crisis intervention, and treatment services to students who have been screened and referred and have educationally related mental health needs, and after written consent is obtained from the student’s legal caretaker. During times the therapist is not in therapeutic sessions, therapist will be available for consultation with NJUHSD teachers, and as needed for intervention and crisis management.

As there are several groups of students that may receive services in the classroom, the following is clarification of the funding that will support the various categories of students served under this agreement:

Educationally Related Mental Health Services to children *with* Individual Educational Plans: NCBH agrees to treat all youth who have an Individual Education Plan that states the need for mental health services. NCBH will bill Medi-Cal if the child has this type of insurance. NJUHSD agrees to fund the services for children who do not have Medi-Cal as well as to pay the match for Medi-Cal.

If there is an immediate need for mental health services in the RISE classroom and the services will be in excess of what is on the Individual Education Plan, NJUHSD agrees to pay for these services under the above formula.

RESIDENTIAL PLACEMENTS: As of July 1, 2011, for NJUHSD students who have been residentially placed by the NJUHSD in connection with the receipt of educationally related mental health services, NJUHSD shall assume responsibility for funding such room and board services, and pay residential facilities directly. NCBH will advise and provide reasonable assistance to NJUHSD in regards to establishing and administering residential placements.

NCBH will cooperate with NJUHSD and make reasonable efforts to establish Medi-Cal billing arrangements for mental health services with group homes on behalf of any individual

placed by NJUHSD. It should be noted that, as the group homes are third parties, NCBH cannot guarantee that this will occur, and if it does not occur, NJUHSD will be entirely responsible for all educationally related mental health services to the individual in the group home placement.

## **SERVICE REQUIREMENTS FOR MENTAL HEALTH SERVICES**

### **1. Mental Health Services:**

Mental Health services may include:

#### **1.1 Assessments:**

Assessments will be provided after a referral has been received from NJUHSD staff. The purpose of the assessment will be to evaluate the student's current mental, emotional, and/or behavioral health status. Assessment includes, but is not limited to, mental status determination, presenting problems and symptoms, developmental history, family history, educational history, medical history, mental health treatment history and mental health diagnosis.

#### **1.2 Therapy:**

Therapy services will be provided individually, in group settings, or with the child and family/caregiver present. This services activity will focus on providing therapeutic interventions to primarily reduce symptoms and improve functioning in school.

#### **1.3 Collateral or Parent Counseling**

Collateral services will address the needs of any significant support person in a child's life to gain greater understanding of the child's special needs and how to best support the child in reducing symptoms. Collateral services include but are not limited to consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child; consultation and training of the significant support person(s) to assist in better understanding of the child's serious emotional disturbance; and family counseling with the significant support person(s) in achieving the goals of the child's service plan.

### **2. Other Services:**

#### **2.1 Plan Development or Agency Linkage**

Plan development services will address the need to develop a client service plan, ongoing consultation with involved school personnel and other treatment staff to monitor the effectiveness of the plan; and to update the plan regularly and as functioning improves. Each child will be assigned to a case manager/therapist who will be responsible for the overall coordination of services.

#### **2.2 Crisis Intervention:**

Crisis intervention services will be provided by NCBH as an unplanned mental health service to address the immediate need of a child experiencing significant emotional distress. This service will also be used to address an unplanned and immediate need of a significant support person(s) to consult in regards to a specific child's current significant emotional distress. Crisis Intervention under this agreement will not substitute the involvement of the Nevada County Crisis Team when a child is at significant risk to either seriously harm him/herself or another.

### **3. Case Management Services or Agency Linkage**

Case management will be an activity provided by NCBH staff to assist a child and his or her family in accessing medical, educational, social, or other needed community resources. Case management may include but is not limited to communication, coordination, and referral to such resources, and monitoring the service delivery and the child's progress.

#### **SERVICE REQUIREMENTS FOR CONSULTATION SERVICES**

In addition to the above described services, NCBH Behavioral Health Therapist will provide consultation services to the schools as resources are available.

#### **DOCUMENTING SERVICES**

All mental health and case management services listed above will be documented through a progress note that will identify the child that the particular service is linked to. Each note must include the Date of Service, Activity Code, Location of Service and Duration (minutes) of Service. Progress notes may be computer generated. Documentation and travel time shall be included in "duration of service" time recorded on Event Monitoring Slip, Progress Note and monthly invoice.

All records shall be maintained at the Department of Behavioral Health. Such records shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of client records, in accordance with the provisions of Health and Safety Code § 11812, et seq., Civil Code §56.10, Welfare and Institutions Code §5328, the HIPAA and HITECH Acts and in conformity with all applicable legal requirements and recognized standards of professional practice. All client records maintained by NCBH must be maintained for one (1) year beyond the client's reaching the age of 18, but in all cases not less than seven (7) years. Psychologists' records involving minors will be kept until the minor's 25<sup>th</sup> birthday.

NCBH shall conform with all applicable legal requirements pertaining to parent/guardian consent to treat and authorization for release of information.

**EXHIBIT “B”  
SCHEDULE OF PAYMENTS  
NJUHSD MENTAL HEALTH SERVICES**

Subject to the satisfactory performance of services required of NCBH pursuant to this Agreement, and to the terms and conditions as set forth, the Nevada Joint Union High School District shall pay NCBH a maximum amount not to exceed \$40,000 for the term of this Agreement (based on an estimate that 80% of all costs and time will be reimbursed from Medi-Cal, leaving the remaining 20% of the time and costs to be reimbursed through this Agreement). NCBH will be compensated for services at the following rates:

**Rates:**

<b>Outpatient Services:</b>			
1.	Assessment	3.00	per minute
2.	Mental Health Services	3.00	per minute
3.	Case Management	2.32	per minute
4.	Travel Time	3.00	Per minute
<b>Other Services:</b>			
1.	Time available for classroom consultation	2.32	Per minute

Rates are based on estimated actual county costs for each service plus 15% for NCBH administrative costs.

NCBH shall submit a quarterly invoice delineating days, hours of services, rates and total due for services rendered during the prior quarter.

NJUHSD will review the invoice and notify NCBH within fifteen (15) working days if any individual item or group of costs is being questioned. Payments of approved billing shall be made within thirty (30) days of receipt of a completed, correct, and approved billing.

**Compliance with Education Department General Administrative Regulations (EDGAR)**

NCBH shall comply with all EDGAR requirements as related to subrecipients, including 34 CFR Parts 74, 75, 76, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99.

**Records to be Maintained:**

NCBH shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. NCBH shall keep and maintain such records, and they shall be made available to NJUHSD or its authorized representative, or State or Federal officials for review or audit during normal business hours, upon reasonable advance notice given by NJUHSD, its authorized representative, or State or Federal officials. All fiscal records shall be maintained for five years or until all Audits and Appeals are completed, whichever is later.