



# RESOLUTION NO. 17-557

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF THE RENEWAL AGREEMENT BETWEEN THE COUNTY OF NEVADA, BEHAVIORAL HEALTH DEPARTMENT, AND THE NEVADA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA) FOR THE PROVISION OF EDUCATIONALLY-RELATED MENTAL HEALTH SERVICES

WHEREAS, the State of California is mandated by the federal government to provide services to special education pupils, including mental health assessments and the provision of necessary mental health related services as identified in a student's Individualized Education Program (IEP); and

WHEREAS, the Nevada County SELPA has identified a continuing need for specialty mental health services for pupils within their jurisdiction and the Nevada County Behavioral Health Department is agreeing to provide such services; and

WHEREAS, the State distributes funding to schools to help pay for mental health services to special education pupils and Nevada County SELPA is agreeing to reimburse Behavioral Health for necessary mental health services provided to eligible students.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Agreement by and between the County of Nevada and the Nevada County Special Education Local Plan Area pertaining to the delivery of Educationally Related Mental Health Services (ERMHS) for special education pupils as identified in the student's IEP for the term of July 1, 2017, through June 30, 2018, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40104-493-1000/452000.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of November, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.


Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_

  
\_\_\_\_\_  
Hank Weston, Chair

11/14/2017 cc: BH\*  
AC\* (Hold)

11/20/2017 cc: BH\*  
AC\* (Release)  
NCSELPA

**AGREEMENT BETWEEN THE NEVADA COUNTY BEHAVIORAL HEALTH  
DEPARTMENT AND THE NEVADA COUNTY SPECIAL EDUCATION LOCAL PLAN  
AREA FOR EDUCATIONALLY RELATED MENTAL HEALTH SERVICES FOR THE  
2017-18 FISCAL YEAR**

This Agreement is entered into by and between the County of Nevada, Behavioral Health Department, hereinafter referred to as “NCBH”, and the Nevada County Special Education Local Plan Area hereinafter referred to as “NC SELPA”.

**WHEREAS**, The State of California is mandated by the federal government to provide services to special education pupils, including mental health assessments and provision of necessary mental health-related services required by students with disabilities as identified within their Individualized Education Program (IEP);

**WHEREAS**, NCBH has expertise in conducting mental health assessments and the provision of mental health related services and has a history of working collaboratively with local schools to provide educationally related mental health services to students;

**WHEREAS**, the purpose of this Agreement is to establish an arrangement whereby NC SELPA and/or its member Local Education Agencies (LEAs) shall reimburse NCBH for the cost of educationally related mental health services provided by NCBH and its contractors and authorized agents to the extent that the cost of providing such educationally related mental health services for the students of the LEA members of the NC SELPA expenses are not otherwise offset by another payor source (e.g. Medi-Cal, or other NCBH funding source);

**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, 2017 and shall continue until June 30, 2018 at which time the Agreement shall expire unless the term is changed through a written amendment.
2. **REIMBURSEMENT FOR MENTAL HEALTH SERVICES PROVIDED BY NCBH**: During the term of this Amendment, the NC SELPA, on behalf of their member LEAs receiving educationally related mental health services from NCBH on behalf of students of the LEA shall be obligated to reimburse NCBH for its fully-weighted cost of providing these services.

NCBH’s fully weighted cost of providing educationally related mental health services is set forth, by unit cost, in Exhibit B to this Agreement, which is incorporated herein by reference.

For purposes of this Agreement, “educationally related mental health services” are those mental health services that are required to be provided in order for a student to receive a free and appropriate public education within the meaning of the Individuals with Disabilities Education Act (IDEA), the California Education Code, their respective implementing regulations and controlling administrative and judicial decisions, and which are reflected in a student’s Individual Education Program (IEP). Such educationally related mental health services provided by NCBH are described in Exhibit A to this Agreement, which is incorporated herein by reference.

The parties acknowledge and agree that NCBH provides educationally related mental health services to students through NCBH employees, as well as through contractors. The parties further agree that NCBH shall be entitled to recover both the fully weighted cost of its employees, as well as its contract costs in providing educationally related mental health services.

3. **RESIDENTIAL PLACEMENTS:** As of July 1, 2017, each LEA with students who have been residentially placed by the LEA in connection with the receipt of educationally related mental health services shall assume responsibility for funding such room and board services, and pay residential facilities directly. NCBH will advise and provide reasonable assistance to NC SELPA's member LEAs in regards to establishing and administering residential placements.

NCBH will cooperate with NC SELPA member LEAs and make reasonable efforts to establish Medi-Cal billing arrangements for mental health services with group homes on behalf of any individual placed by one of the NC SELPA's LEAs. It should be noted, that as the group homes are third parties, NCBH cannot guarantee that this will occur, and in that instance, NC SELPA and/or the LEA will be entirely responsible for all educationally related mental health services to the individual in the group home placement.

4. **INVOICING FOR SERVICES:** On a quarterly basis, NCBH shall send the NC SELPA Administrator a separate invoice reflecting the services covered by this Agreement that have been provided to students for whom the NC SELPA's LEA members are mandated under the IDEA to provide school based mental health services during the preceding quarter. Invoices and other documentation must provide sufficient detail to enable NC SELPA to establish a link between services claimed and a student's IEP. Each invoice will identify each student served, the type of service, the service function code, rate per service, the number of units of each service provided, total cost of service, expenses incurred on behalf of the student, and documentation of any other cost included in the scope of this agreement. NCBH invoices will also include third-party billing information for services for each student served.

Prior to sending such invoices to the NC SELPA Administrator for educationally related mental health services, NCBH will invoice to the extent legally permissible, other payor sources, including but not limited to Medi-Cal, Any amounts received by NCBH as a result of such invoicing efforts shall be retained by NCBH and shall offset any amounts that shall be required to be paid to NCBH for educationally related mental health services provided by NCBH. NCBH shall provide information and records to NC SELPA or its member LEAs to demonstrate provision of educationally related mental health services upon request.

NCBH will send bills after the Medi-Cal offset. This will cause invoices to come 60 days after the services are rendered. The NC SELPA shall cause each invoice to be paid promptly, and, in any event, within sixty (60) days of receipt. Coordination with and billing of other payor sources may take significant time even after initial action by such payors, further adjustments may take place. The parties will address any reconciliations that are necessary after payments have been made. If, after the NC SELPA has paid an invoice and NCBH subsequently receives payment from another payor source for services paid for by the NC SELPA, NCBH shall offset the amount on the next invoice, or at year-end will reimburse the NC SELPA within sixty (60) days. **No payment shall be made for services provided more than 360 days prior to the date of the invoice**

If there is a disagreement or inquiry regarding any portion of an invoice, the NC SELPA will promptly pay the undisputed portion of the invoice, and the NC SELPA and NCBH will consult in good faith in an attempt to resolve any disputes or inquiries prior to pursuing other dispute resolution methods.

5. **LEAs RESPONSIBLE TO DETERMINE APPROPRIATE MENTAL HEALTH SERVICES:** The parties understand and agree that, during the term of this Agreement, each LEA member of the NC SELPA for whom NCBH provides educationally related mental health services shall have the final responsibility for determining what mental health services, if any, are required for a student to receive a free and appropriate public education under the law. At the same time, NCBH will work in close collaboration with LEAs to ensure that LEA staff members are fully informed of NCBH's recommendations with respect to appropriate services.

Individual LEAs will develop an Individual Service Agreement ("ISA") in accordance with this Agreement to contract with NCBH to provide Educationally Related Mental Health Services (ERMHS) ("Exhibit A.2"). An ISA shall detail the specific LEA students that shall receive ERMHS from NCBH and the specific amount, frequency, and location of the ERMHS, which shall be in accordance with each specific student's IEP. NCBH shall ensure that only the services described in an ISA with a LEA shall be provided to a student under ERMHS.

LEAs may choose not to enter into an ISA with NCBH to provide services, in which case the LEAs and NC SELPA shall not be responsible for the costs of any services provided by NCBH to students. If a LEA chooses not to enter into an ISA with NCBH to provide service, the LEA shall have the sole responsibility to ensure its students receive all ERMHS according to the students' IEP.

6. **REFERRALS AND ASSESSMENT REPORTS:** NCBH and the NC SELPA agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as set forth in the IDEA and California Education Code. Assessment Reports including recommendations for level of care, will be presented to the LEA for review prior to a student's IEP meeting in which mental health services will be considered. NCBH agrees to comply with IDEA assessment timelines (up to 60 calendar days from parent written consent to the assessment to the completion of the assessment with a report written and provided to the LEA). For students with NCBH services on their IEPs as of July 1, 2014, NCBH agrees to provide the LEA with a summary status report with recommendations for services to the LEA for review 48 hours prior to a student's IEP meeting.
7. **TRAVEL AND DOCUMENTATION TIME:** The parties understand and agree that NCBH will be reimbursed for reasonable travel and documentation time directly related to the provision of educationally related mental health services as called for in student IEPs, at the rates set in Exhibit B.
8. **NON-EXCLUSIVITY.** Nothing in this agreement shall be construed so as to limit the Nevada County SELPA or any of its member LEAs to contract exclusively with NCBH for mental health services. Each member LEA shall make the determination of mental health provider be that through a qualified employee, NCBH or one of its vendors, or an NPA certified for the purpose of providing mental health services. Additionally, member LEAs may wish to contract individually for specified services that would further modify this agreement in relation to that specific LEA.
9. **TERMINATION:** Either party may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other party.
10. **JURISDICTION:** This Agreement shall be construed in accordance with the laws of the State of California.

11. **INDEMNIFICATION:** NC SELPA 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 NC SELPA, its officers, officials, employees, and volunteers, except where caused by the active negligence, sole negligence, or willful misconduct of NCBH, its officers, officials, employees, and volunteers.

NCBH shall hold harmless, defend, and indemnify NC SELPA 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 NC SELPA, its officers, officials, employees, and volunteers.

12. **INSURANCE:** It is agreed that NC SELPA and NCBH 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.
13. **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.

14. **NCBH SUPPORT IN THE CASE OF SPECIAL EDUCATION RELATED LITIGATION:** Under no circumstances will NCBH be a liable party to administrative or judicial litigation involving educationally related mental health services. However, in the event that an LEA becomes party to administrative or judicial litigation involving educationally related mental health services, subject to this agreement, NCBH agrees that it will use reasonable efforts to cooperate in preparation of such cases for resolution sessions, mediation, due process hearing, trial or other such proceedings. Such cooperation may include attendance and/or participation in such proceedings, meeting with LEA staff, counsel, and other advisors, or other assistance as deemed appropriate by the LEA. The parties shall confer in good faith regarding appropriate reimbursement for NCBH staff time needed for litigation support.
15. **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.

16. **NOTICES:** Notices shall be given to the parties at the following locations:

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

Nevada County SELPA  
Attn: Scott W. Lay, Superintendent of Schools  
and Eli Gallup, NC SELPA Director  
380 Crown Point Circle  
Grass Valley, CA 95945  
(530) 478-6400

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

**County of Nevada:**



Rebecca Slade, MFT  
Behavioral Health Director

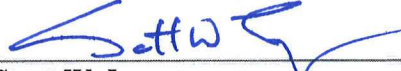
Date: 10/25/17



Honorable Hank Weston  
Chair, Board of Supervisors

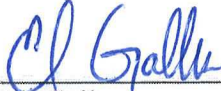
Date: 11/14/2017

**Nevada County Office of Education & SELPA**



Scott W. Lay  
Superintendent of Schools

Date: 9/26/17



Eli Gallup  
NC SELPA Director

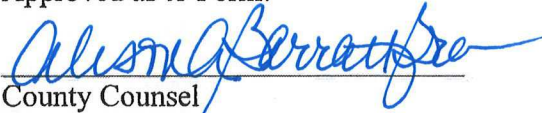
Date: 9/11/17

ATTEST:

By: 

Julie Patterson-Hunter  
Clerk of the Board of Supervisors

Approved as to Form:



County Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**NC SELPA Services**

**PURPOSE**

Under the scope of this Agreement NCBH will provide mental health services to students in western Nevada County schools who have been identified as having an educationally related mental health need and referred to NCBH for services by NC SELPA's member LEAs after written consent is obtained from the student's legal caretaker. Services will be provided to underinsured (children with insurance who cannot afford deductible or who need more sessions/therapy than covered by private insurance), indigent, and Medi-Cal eligible children.

**DESCRIPTION OF SERVICES TO BE PERFORMED**

**I. Outpatient Services**

**A. Assessment.** Assessments will be provided after a referral has been received from NCOE 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 and may include the following:

1. Initial Assessment services: This includes clinical analysis of the history and current status of the student's mental, emotional or behavioral condition.
2. Annual Plan Development: This consists of reviewing progress to affirm continuing eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services.

**B. Mental Health Services:**

Mental Health Services shall include:

1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the student's IEP mental health goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family therapy when the individual is present.
2. Group Therapy: Group Therapy includes classroom and school based therapeutic interventions for more than one student that focuses primarily on addressing the student's mental health goals and symptom reduction as a means to improve functional impairments. It may include group family therapy (when families of two or more students are present).
3. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the student which are determined by the student's IEP team to be necessary to address the student's IEP mental health goals and which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping



significant support persons to understand and accept the student's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the student is considered collateral.

4. Family Therapy: Family Therapy consists of contact with the student and one or more family members and/or significant support persons that address a student's IEP mental health goals. Services shall focus on the care and management of the student's mental health conditions within the family system.
5. Plan Development: Plan development services 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. Plan Development consists of the following that address a student's mental health goals:
  - a. Includes when staff develop client service plans, approve client service plans, and/or monitor a client's progress. Such activities may take place with the client to develop a client service plan or discuss the overall or program goals, with a client or family member and/or significant support person to obtain signatures on the client service plan, and if needed, have the client service plan reviewed and signed by a licensed/waivered/registered clinician.
  - b. When staff meet to discuss the student's clinical response to the client service plan or to consider alternative interventions.
  - c. When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward achieving their client service plan goals, their response to interventions, or improving or maintaining client's functioning. This includes participation in school meetings related to the student such as an IEP meeting and consultation with school staff.
6. Other Behavioral Health Services: Upon request by NC SELPA, and with mutual agreement, NCBH shall provide other mental or behavioral health services to students.

### **C. Case Management:**

Case Management Services are activities that are provided by staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed educationally-related services for eligible students. Services may include the following:

1. Linkage and Coordination: the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to, the following:
  - a. Inter- and intra-agency communication, coordination, and referral including reports to Child Protective Services.
  - b. Monitoring service delivery to ensure an individual's access.

- c. Linkage, brokerage services focused on transportation, housing or finances.
- d. Consultation with school staff to monitor the student's ability to participate in and benefit from the educational environment.

## II. Day Treatment Services

### A. General Description of Services

Day Treatment Services (Day Treatment Intensive/Day Rehabilitation) (Full and Half-day) shall collectively be referred to herein as "Day Treatment Services." Often, these services are provided in conjunction with an individual being placed in a residential facility or group home.

NCBH will cooperate with NC SELPA and make reasonable efforts to establish Medi-Cal billing arrangements for mental health services with group homes on behalf of any individual placed by one of the NC SELPA's LEAs. It should be noted, that as the group homes are third parties, NCBH cannot guarantee that this will occur, and in that instance, NC SELPA and/or the LEA will be entirely responsible for all educationally related mental health services to the individual in the group home placement.

Day Treatment Intensive Services provide a structured multi-disciplinary treatment program for seriously emotionally disturbed children and adolescents. Day Treatment Intensive Services provide a range of services to assist the child/adolescent to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to prevent hospitalization, placement in a more restrictive facility, out-of-home placement and/or to maintain the client in a community setting.

1. Day Rehabilitation is a structured program of rehabilitation and therapy to improve, maintain, or restore personal independence and functioning for seriously emotionally disturbed children and adolescents. Day Rehabilitation Services focus on maintaining individuals in their community and school settings, consistent with their requirements for learning and development and enhanced self-sufficiency. These services emphasize delayed personal growth and development. Day Rehabilitation Services may be provided for those clients for whom these services are clinically appropriate and who do not require the level of services provided through Day Treatment Intensive Services.
2. Day Treatment Services may be integrated with an education program as long as it meets all Day Treatment Service Requirements. A key component of these services is contact with the families of clients.
3. Full-day Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full-day program. Half-day Day Treatment Services must be available at least three (3) hours each day the program is open to qualify as a half-day program. The client must be present each day (half day or full day as appropriate) Day Treatment Services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day's services to be claimed.

4. Day Treatment Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric health Facility Services are reimbursed, except for the day of admission to those services.

### **III. Other Services**

Upon request by NC SELPA, and with mutual agreement, NCBH shall provide:

- Staff support, training and development;
- Residential placement assistance; and,
- Contract development and administration assistance.

### **DOCUMENTING SERVICES**

All mental health, case management, and assessment 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 as part of the service provided. Time used for Progress Note documentation 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 the 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 seven (7) years or one (1) year beyond the client's reaching the age of majority, whichever is later. 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 consent to treat and authorization to release of information.

**EXHIBIT "A.1"**

**MENTAL HEALTH CASEMIS SERVICE CODES ON IEPs**

**MENTAL HEALTH CODES ON IEPs**

<b>MENTAL HEALTH SERVICE DESCRIPTION</b>	<b>CASEMIS SERVICE CODE</b>	<b>CASEMIS SERVICE CODE DESCRIPTION</b>
Individual Therapy	510	<input type="checkbox"/> Individual Counseling
Group Therapy	515	Counseling and guidance
Collateral/Family Therapy	520	Parent Counseling
Case Management/Brokerage	525	Social Work Services
Day Treatment Services	540	Day Treatment Services
Residential Treatment Services	545	Residential Treatment Services
N/A	530	Psychological Services
N/A	535	Behavior Intervention Services

**SERVICE LOCATION**

<b>CODE</b>	<b>SERVICE LOCATION</b>
360	Residential Facility (Use this code for all residential placements)
510	Regular classroom/public day school
520	Separate classroom in public integrated facility
540	Separate school or Special Education Center of Facility
550	Public residential school
560	Other public school or facility
570	Charter school (operated by an LEA/district)
580	Charter school (operated as an LEA)
610	Continuation school
630	Juvenile court school
640	Community school
810	Nonpublic day school
820	Nonpublic residential school in CA
830	Nonpublic residential school outside CA
840	Private day school not certified by the CDE
890	Service provider location

**SCHOOL TYPE CODES**

<b>CODE</b>	<b>DESCRIPTION</b>
70	Non-public Day School: A nonpublic, nonsectarian that enrolls the student students with disabilities pursuant to an IEP and employs at least one special educator and certified by CDE.
71	Non-public Residential School: A nonpublic, nonsectarian school that enrolls students with disabilities pursuant to an IEP employs at least on special educator and certified by the CDE. This school provides an education program at the same location where the student resides. Located in CA.
72	Non-public Residential School: A nonpublic, nonsectarian school that enrolls students with disabilities pursuant to an IEP employs at least on special educator and certified by the CDE. This school provides an education program at the same location where the student resides. Located in CA. Located outside of CA
76	Private Residential School (not certified by CDE): A school, sectarian or nonsectarian, which is not administered by a public agency, and does not provide special education services. The student resides at this school, although private residential school may provide a combination of residential and day programs. The status of a student (whether day or residential) will depend on where the student resides. Services are through an ISP, in accordance with district policy for serving students in private schools.

**CDE DIRECTIONS ON CODING RESIDENTIAL PLACEMENTS  
FRQUENCY AND DURATION**

Residential Treatment Services Code (545): Mark residential services as "Daily" in "Frequency" and 1,440 minutes under "Duration" as the service is by its nature provided 24/7. Any other mental health service received (i.e. counseling, behavioral intervention, etc.), in addition to the residential care service, would reflect the specific frequency and duration of that service.

**CODING FOR RESIDENTIAL PLACEMENTS**

When students are placed in residential placements by the IEP team it is critical that the IEP reflect this type of placement.

If a student is placed in a residential placement by an expanded IEP team which includes county mental health the following coding on the IEP should correspond.

<b>CASEMIS FIELD</b>	<b>CODE</b>	<b>DESCRIPTION</b>	<b>IEP FORM</b>
Residential Status	50	Residential Facility	Eligibility Form 1/Residency
Federal School Setting	460	Residential Facility	Offer of FAPE Educational Setting Form 5B/Federal Setting
Service	330	Specialized Academic Instruction	Offer of FAPE Services Form 5A/Service
	545	Residential Treatment Services	Offer of FAPE Services Form 5A/Service
	865	*Case Management	Offer of FAPE Services Form 5A/Service
	540	Day Treatment Services AND/OR ----- **other Related Mental Health Services	Offer of FAPE Services Form 5A/Service
		Other Related Services as appropriate	Offer of FAPE Services Form 5A/Service
Provider	300	Department of Mental Health	Offer of FAPE Services Form 5A/Service
Service Location	360	Residential Facility (or)	Offer of FAPE Services Form 5A/Service

\*Case management could include assessment and plan development.

\*\* Other Related Mental Health Services  
510 Individual counseling  
515 Counseling and guidance  
520 Parent

Services must be individually listed even when included as part of Day Treatment.

**EXHIBIT "A.2"**

**INDIVIDUAL SERVICES AGREEMENT FOR MENTAL HEALTH SERVICES (NCBH)**

NAME OF LOCAL EDUCATION AGENCY: \_\_\_\_\_ DATE: \_\_\_\_\_

PUPIL'S NAME: \_\_\_\_\_ SEX: ( ) M ( ) F  
(Last) (First) (Middle)

PUPIL'S I.D. #: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ GRADE: \_\_\_\_\_  
 RESIDENTIAL SETTING: ( ) HOME ( ) FOSTER ( ) LCI LCI PHONE # \_\_\_\_\_

PUPIL'S ADDRESS: \_\_\_\_\_

PARENT/GUARDIAN'S NAME: \_\_\_\_\_ PHONE: ( ) ( ) \_\_\_\_\_  
(Residence) (Business)

All terms and conditions of the current Nevada County Special Education Local Planning Area Master Contract Agreement with Nevada County Behavioral Health, hereinafter referred to as the "Agreement," are incorporated herein by this reference. Contractor will implement the pupil's Individualized Education Program (IEP) in accordance with this Individual Service Agreement and the Contract. Invoices shall be submitted based on actual service provided and attendance of the student.

**ASSESSMENT AND/OR RELATED SERVICES:**

Pupil's Name:	SERVICE PROVIDED				ESTIMATED TOTAL TIME
	FREQUENCY <i>(TIMES PER WEEK/MONTH/YEAR)</i>	MINUTES/DURATION	WK/MONTH/YEAR	START DATE - END DATE	
Service					
1. Assessment/Evaluation					
2. Indiv. Student Counseling (510)					
3. Group Student Counseling/ 515 Counseling & Guidance					
4. Collateral Family Therapy/ 520 Parent Counseling					
5. Case Management Brokerage/ 525 Social Work Services					
6. Day Treatment Services (for Residential Placements only)					
7. Other:					
8. Travel time (out of clinic visits)					
MAXIMUM RELATED SERVICES COST ESTIMATE FOR 2017-18 SCHOOL YEAR					

Minutes above include reasonable documentation time. Reasonable travel time should be included above.  
 (Note: Travel time will not be included on the IEP).

Note: Each related service provided as part of Day Treatment must be listed individually on the IEP.

**COPIES OF COMPLETED FORM TO GO TO NC SELPA & NCBH**

The parties hereto agree to comply with the terms of the Agreement and hereby execute this Individual Service Agreement by and through their duly authorized agents or representatives.

LEA

NCBH

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Mailing Address)

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(Telephone)

\_\_\_\_\_  
(Telephone)

**The ISA is to be completed by the responsible Local Education Agency and signed by their Special Education Administrative Designee. A signature from an authorized NCBH Designee should then be obtained.**

**When completed, submit a copy (FAX, email attachment, or mail) to the following parties:**

**Eli Gallup**  
Nevada County SELPA  
400 Hoover Lane  
Nevada City, CA 95959  
(530) 265-0611 x205  
FAX (530) 265-0524  
[egallup.cm@nevco.k12.ca.us](mailto:egallup.cm@nevco.k12.ca.us)

**Rebecca Slade**  
Nevada County Behavioral health  
500 Crown Point Circle, Suite 120  
Grass Valley, CA 95945  
(530) 470-2784  
FAX: (530) 271-0257  
[rebecca.slade@co.nevada.ca.us](mailto:rebecca.slade@co.nevada.ca.us)

**EXHIBIT "B"**  
**SCHEDULE OF RATES & PAYMENT**  
**NC SELPA 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 compensate NCBH (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) for services at the following rates:

**Rates:**

<b>Outpatient Services:</b>			
1.	Assessment	3.30	per minute
2.	Mental Health Services	3.30	per minute
3.	Case Management	2.55	per minute
4.	Travel Time	3.30	Per minute
<b>Day Treatment Services:</b>			
1.	Day Treatment Intensive full day	256.07	Per day
2.	Day Treatment Rehabilitative Full Day	166.02	Per day
3.	Day Treatment Rehabilitative Half Day	106.36	Per day
<b>Other Services:</b>			
1.	Residential Placement Assistance	2.55	Per minute
2.	Contract Development/Administration	2.55	Per minute

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

**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 NCOE or its authorized representative, or State or Federal officials for review or audit during normal business hours, upon reasonable advance notice given by NCOE, 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.



**EXHIBIT "C"**  
**NC SELPA MEMBER LEAs**

The Nevada County SELPA includes these member LEAs:

Bitney College Prep  
Chicago Park School District  
Clear Creek School District  
Forest Charter  
Grass Valley School District  
Nevada City School District  
Nevada City School of the Arts  
Nevada County Superintendent of Schools  
Nevada Joint Union High School District  
Penn Valley Union Elementary School District  
Pleasant Ridge Unified School District  
Sugarloaf Mountain, Juvenile Hall Program School  
Twin Ridges School District  
Union Hill School District  
Yuba River Charter