

ADMINISTRATIVE OFFICE
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BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tuesday, January 4, 2011

PRESENT: Supervisors Frank Mecham, Bruce S. Gibson, Paul A. Teixeira, James R. Patterson and Chairperson Adam Hill

ABSENT: None

In the matter of a contract with the San Luis Obispo County Special Education Local Planning Area (SELPA):

This is the time set for consideration of a request to approve for the County to continue to provide specialty services for eligible children; and provide staff direction on the County's continuing role in establishing and partially funding the placement of children in group homes on behalf of local schools, given the Governor's suspension of the County's mandate (AB 3632) to do so.

Chairperson Hill: opens the floor to public comment without response.

Thereafter, on motion of Supervisor James R. Patterson, seconded by Supervisor Paul Teixeira, and on the following roll call vote:

AYES: Supervisors: James R. Patterson, Paul Teixeira, Frank Mecham, Bruce S. Gibson, Chairperson Adam Hill

NOES: None

ABSENT:None

the Board approves and directs the Chairperson to sign a FY 2010-11 contract with San Luis Obispo County Special Education Local Planning Area (SELPA) under which the County will provide specialty mental health services for eligible children who have an Individual Education Plan. Further, staff is directed to take the necessary steps outlined in Option 2 to transition the County out of its current role by the end of the fiscal year.

cc: Administration (2)
Auditor
1/11/2011 cmc

STATE OF CALIFORNIA)
) ss.
County of San Luis Obispo)

I, **JULIE L. RODEWALD**, County Clerk and Ex-Officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of the said Board of Supervisors, affixed this 11th day of January, 2011.

(SEAL)

JULIE L. RODEWALD
County Clerk and Ex-Officio Clerk of the Board of Supervisors

By 
Deputy Clerk

SAN LUIS OBISPO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

CONTRACT FOR MENTAL HEALTH SERVICES

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and San Luis Obispo County Special Education Local Plan Area, a public entity in the State of California, (hereafter "SELPA"):

WITNESSETH

WHEREAS, Government Code, Section 7570 et seq, ensures maximum utilization of all state and federal resources available to provide a child with a disability a free appropriate public education; and

WHEREAS, the Superintendent of Public Instruction shall ensure that the related services are carried out through monitoring and supervision; and

WHEREAS, the County through its mental health plan is to provide psychotherapy and other mental health assessments as specified in Government Code, Sections 7570, 7572, and 7572.5 as identified in the child's Individualized Education Program (IEP); and

WHEREAS, on October 8, 2010 the Governor of California eliminated the funding for County mental health plans through the FY 2010-11 State Budget Act to provide mental health services; and

WHEREAS, SELPA, under Section 1401(26) of Title 20 of the United States Code, is required to provide designated instruction and services, which includes specialty mental health services; and

WHEREAS, SELPA wishes to contract with County to continue to provide specialty mental health services and continue to participate as a member of the IEP team; and

WHEREAS, County is the provider of specialty mental health services, as more particularly described in paragraph 2 below; and

WHEREAS, County is specially trained, experienced, expert and competent to perform such special services.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Scope of Services. SELPA hereby engages County to perform, and County hereby agrees to perform for SELPA, the services hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth:

- a. County shall participate as a member of the Individual Education Program (IEP) team for children who have been assessed and determined to be eligible for mental health services due to a serious emotional disturbance (SED) that is impacting their ability to benefit from their education. County shall also provide such mental health assessments and other mental health services as specified in each child's Individual Education Program (IEP).
- b. Service Specifications. County staff shall provide IEP-driven authorized mental health services to children and their families including but not limited to the following:
 - i. Assessments
 - ii. Individual therapy
 - iii. Group therapy
 - iv. Collateral services (families/significant others)
 - v. Case management/consultation services
 - vi. Case Management activities for IEP-driven Residential Placements
 - vii. Intensive Day treatment
 - viii. Mental Health Services in IEP-driven Residential Placements
 - ix. County shall provide IEP-driven medication support services at regional mental health clinic locations.
- c. Referral Process. Students are referred to County for assessment by Districts' School Psychologists and shall be assessed by a licensed Mental Health Therapist to determine child's mental health needs and recommend appropriate mental health services to the IEP team.

2. Compensation. County shall be compensated by SELPA for performing the services described in Paragraph 1 above and as set forth below:
- a. SELPA shall pay to County any unreimbursed cost for IEP-driven mental health services performed by County pursuant to this Contract not to exceed two hundred thirty thousand dollars (\$230,000).
 - b. County will bill the State for Medi-Cal/EPSPDT eligible services.
 - c. SELPA will provide County with any federal IDEA funds received for the fiscal year July 01, 2010- June 30, 2011 for reimbursement of the costs of IEP driven mental health services.
 - d. Rate of Service. The County will charge SELPA for the following services based on the State Maximum Allowance for Medi-Cal eligible services:

<u>Service Description.</u>	<u>Unit</u>	<u>Rate</u>
*Case Management Services, including Consultation services and activities For IEP driven Residential Group Home Placements		
Assessments	Minute	\$ 2.02
Individual and Group therapy	Minute	\$ 2.61
Collateral Services	Minute	\$ 2.61
Medication Support Services	Minute	\$ 4.82
Day Treatment Rehabilitative, full day	Day	\$ 131.24
Day Treatment Intensive, full day	Day	\$ 202.43
Mental health services provided in IEP-driven Placements	Minute	\$ 2.61

*Case management to out-of-County Placements will also include mileage reimbursement at \$.50/mile and travel expenses. The travel time is charged per minute rate of \$2.02 and billable to Medi-Cal/EPSPDT for eligible clients.

- e. Billing. An invoice shall be submitted to the SELPA by County Behavioral Health Services quarterly indicating the services provided, the revenue received, and the net and/or unreimbursed cost for IEP-driven services due and payable to County. The compensation shall be paid within thirty (30) days after receipt of invoice.

3. Effective Date and Duration. The Contract and the obligations hereunder shall be effective as of July 1, 2010, and shall remain in effect until June 30, 2011.
4. Termination for Non-appropriation of Funds. SELPA expects to receive an appropriation of funds sufficient to pay for services provided under this Contract. In the event that SELPA does not receive this appropriation, upon written notice of non-appropriation to the County, this Contract will immediately terminate. However, in the event of termination under this paragraph, County shall be paid for all services satisfactorily completed at the rates indicated above and not previously paid through payments prior to the effective date of said termination.
5. Termination of Contract for Convenience of Either Party. Either party may terminate this Contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. County shall be paid for all services satisfactorily completed at the rates stated above and not previously paid through payments prior to the effective date of said termination.
6. Termination of Contract for Cause. If either party fails to perform its duties under this Contract, or if either party breaches any of the material terms or provisions of the Contract, then the non-breaching party shall have the right to terminate this Contract effective immediately upon giving written notice thereof to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of such termination. If the termination for cause is defective for any reason, including but not limited to reliance on erroneous facts concerning performance, or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to County under paragraph 2 above.
7. Entire Agreement and Modification. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. County shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. County specifically acknowledges that in entering

into and executing this Contract, County relies solely upon the provisions contained in this Contract and no others.

8. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

9. Employment Status. The County and its officers, employees or agents shall, during the entire term of the Contract, be construed to be an independent Contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SELPA to exercise direction or control over the professional manner in which County performs the services which are the subject matter of this Contract. County's services shall be provided in a manner consistent with all applicable standards and regulations governing such services. County understands and agrees that County's personnel are not and will not be eligible for membership in or any benefits from any SELPA group plan for hospital, surgical or medical insurance; or for membership in any SELPA retirement program; or for paid vacation, sick leave or other leave, with or without pay; or for any other benefit which accrues to a SELPA employee.

10. Warranty of County. County warrants that County and each of the personnel employed or otherwise retained by County for services performed pursuant to this Contract are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

11. California Law and Venue. It is agreed that this Contract shall be governed by the laws of the State of California. This Contract is made, executed and performed in the County of San Luis Obispo. Said county shall be the venue for all legal actions pertaining to this Contract.

12. Indemnification. County shall defend, indemnify and hold harmless the SELPA its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including County, and that arise out of or are made in connection with the services provided hereunder. The obligation to indemnity shall be effective and shall extend to all such claims or losses in their entirety.

However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the SELPA, its officers and employees.

13. Confidentiality. Services provided by County are confidential in nature. All client service records shall be maintained by County and not shared with SELPA, its officers, agents or employees except as authorized by law. Confidential information obtained by SELPA, its officers, agents or employees, in the course of receiving services under this Contract, including without limitation, the identity of program participants or the fact that services are being provided, may not be disclosed unless SELPA secures prior written authorization from County. SELPA and its officers, agents and employees agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, The Public Health Service Act (42 U.S.C. 290ee-3), Title 42 of the Code of Federal Regulations, and any other applicable Federal, State or local laws, regulations, directives, or guidelines.

14. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this Contract.

15. Records.

a. County shall keep complete and accurate records as required by law for the services performed pursuant to this Contract. Those records shall only be releasable in accordance with appropriate provisions of law.

b. County shall assure the confidentiality of any records that are required by law to be so maintained.

c. HIPAA. County shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 (HIPAA). County shall train all of its personnel regarding the requirements of the Act. County shall implement all privacy protections to individual's identifiable protected health information.

16. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Karen Baylor, Ph.D., MFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

And to SELPA at:

Jill Heuer, Director
San Luis Obispo County Special Education Local Plan Area
8005 Morro Road
Atascadero, CA. 93422

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

IN WITNESS WHEREOF County and SELPA have executed this Contract on the day and year hereinabove set forth.

SAN LUIS OBISPO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
A California Special Education Local Plan Area

By: Jill Heuer 12/21/10
Jill Heuer
Director, Special Education Local Plan Area

Tax ID# Held in Confidential File

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: ADAM HILL
Chairman, Board of Supervisors

Date: 1/4/2011

ATTEST

By: JULIE L. RODEWALD
County Clerk and Ex-Officio Clerk
of the Board of Supervisor

By: C.M. Christensen
Deputy Clerk

COUNTY COUNSEL

Approved as to form and legal effect.

WARREN R. JENSEN
COUNTY COUNSEL

By:  _____
Assistant County Counsel

Date: 12/22/2010