

# ORIGINAL

## Memorandum of Understanding #018-M0910 (A Non-Financial Operation Agreement)

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This Memorandum of Understanding (MOU) is entered into by and between the El Dorado County Departments of Mental Health, Probation, Public Health, and Human Services, and the County Office of Education. This MOU sets forth each agency's role and responsibilities relative to the implementation and management of Senate Bill 163 (1997) (Wraparound Program) (hereinafter "SB 163"). This MOU describes the delivery of services and support.

### WITNESSETH

**WHEREAS**, the SB 163 program allows counties to provide children with service alternatives to group home care through the development of expanded family-based services programs. These programs shall include individualized or "wrap-around" services, where services are wrapped around a child living with his or her birth parent, relative, adoptive parent, licensed or certified foster parent, or guardian; and

**WHEREAS**, SB 163, approved October 8, 1997, included a sunset date of October 1, 2003; and

**WHEREAS**, AB 429, approved July 28, 2001 eliminates the sunset date and indefinitely extends the provisions of SB 163; and

**WHEREAS**, the Departments of Mental Health, Probation, Public Health, and Human Services and the County Office of Education are responsible for serving children and their families; and

**WHEREAS**, the Departments of Mental Health, Probation, Public Health, and Human Services and the County Office of Education are mutually invested in promoting the achievement of success of all children and their families; and

**WHEREAS**, the Departments of Mental Health, Probation, Public Health, and Human Services and the County Office of Education are mutually committed to the SB 163 program to better assist children and families with complicated needs, who are not responding to traditional services; and

**WHEREAS**, the Departments of Mental Health, Probation, Public Health, and Human Services and the County Office of Education do achieve positive outcomes with most clients, but recognize that a small number of children fail to attain the expected outcomes despite being recipients of services.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

**A. MUTUAL RESPONSIBILITIES**

The Departments of Mental Health, Probation, Public Health, and Human Services, and the County Office of Education submitted an SB 163 Plan to the State and are committed to delivering services based on this Plan to children who are receiving traditional services from two or more agencies without success. Children who meet this criterion will be prioritized for enrollment into the SB 163 service delivery system. All agencies involved agree to the following, subject to funding availability:

1. Comply with all the requirements of SB 163, Chapter 795, Statutes of 1997.
2. Identify and refer children who are eligible for SB 163 services to the Placement Committee and/or other committee as outlined in the County SB 163 Plan.
3. Provide children with service alternatives to group home care through the development of expanded home-based services. This program shall include an individualized or "Wraparound" process that builds on the strengths of each eligible child and family setting and shall be tailored to address their unique and changing needs. The goal of this program is to support families receiving SB 163 services who have youth placed, or are at risk of being placed, in rate classification level (RCL) 10, 11, 12, 13 or 14 group homes and/or move the youth toward a lower level of care or return home.
4. Mutually determine the duration of services commitment for each child enrolled in the SB 163 program.
5. Partner with children enrolled in the SB 163 program and their caretakers in the development of plans that include home-based service alternatives to group home care. Home-based services

shall include individualized services that build on the strengths of each eligible child and caretaker and shall be tailored to address their unique and changing needs.

6. Administer the SB 163 process in accordance with the County SB 163 Plan.
7. Provide representatives to act as members of required committees regarding SB 163.
8. Share information with stakeholders and encourage participation in the facilitation of the SB 163 programs.
9. Develop a multi-agency service plan individually designed for the family of each child enrolled in the SB 163 program.
10. Develop a process to accept and modify the individual plans for children enrolled in the SB 163 program and their families.
11. Expand the number of clients served in SB 163 as appropriate.
12. Expand local services which are typically provided to children and their caretakers selected for the SB 163 programs.
13. Utilize, when appropriate, alternative funds such as Medi-Cal and Early & Periodic Screening, Diagnosis and Treatment (EPSDT), prior to using SB 163 funds.
14. Provide El Dorado County Mental Health Department with data, to the extent it is available, necessary to complete reports as required by the State and the Department of Human Services.
15. Collaborate on special projects or community activities that further support the SB 163 program goals utilizing SB 163 funds as appropriate.

## **B. HUMAN SERVICES/MENTAL HEALTH RESPONSIBILITIES**

1. Contract with vendors to provide services as outlined in the County SB 163 Plan, ensuring countywide services.

The contracting Department shall notify the Wraparound Program Manager and the other Department ("reviewing Department") via written transmission (e.g., email, memo) when a new contract for SB 163 Wraparound services is proposed. Both the Wraparound Program Manager and the reviewing Department shall be provided with the opportunity to review and

comment on the proposed contract for SB 163 Wraparound services prior to contract execution and be notified when the contract has been fully executed.

2. Provide a Fiscal Team member to participate on the Cross Systems Operations Team as needed.

**C. HUMAN SERVICES RESPONSIBILITY**

1. Take the role of lead agency in terms of administration of SB 163 funds.
2. Report program data to the State as requested and in the format specified by the State.

**D. MENTAL HEALTH DEPARTMENT RESPONSIBILITIES**

The El Dorado County Mental Health Department agrees to:

1. Take the role of primary contracting agency in terms of monitoring services, funds and outcomes for children enrolled in SB 163 services.
2. Provide the position of coordinator (duties clarified in the SB 163 Plan).
3. Provide a sufficient number of facilitators, either Mental Health Department staff or subcontractors, to provide services for forty (40) SB 163 Wraparound services participants, plus or minus ten percent (10%).
4. Provide support staff as necessary to support SB 163 services.
5. Develop a process of parent support, mentoring and advocacy that ensures parent understanding of, and participation in, the SB 163 process.
6. Provide an annual report at the end of each fiscal year of SB 163 funds spent to the Department of Human Services.
7. Provide an annual evaluation to the Department of Human Services using the currently accepted evaluation tool(s) to determine treatment effectiveness of outcomes in functional life areas such as type of residence, hospitalization, shelter days, arrest, type of school placement, school attendance, and academic performance for eligible children.

8. Provide data, to the extent it is available, necessary to complete reports as required by the State and the Department of Human Services and within the time frame as instructed by the Department of Human Services.
9. Develop and implement an annual training plan.

## **II. TERM OF MOU**

This MOU shall be for the period beginning July 1, 2008, through June 30, 2011, and shall be considered as fully executed upon the date the final signature has been obtained.

## **III. COMPENSATION FOR SERVICES**

There shall be no remuneration associated with this MOU.

## **IV. CONFIDENTIALITY**

All data, together with any knowledge otherwise acquired by MHD during the performance of services provided pursuant to this Agreement, shall be treated by MHD and MHD's staff as confidential information. MHD shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the MHD receives any individually identifiable health information ("Protected Health Information" or "PHI"), the MHD shall maintain the security and confidentiality of such PHI as required by applicable State and Federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **V. FINGERPRINTING**

Prior to providing any services pursuant to this MOU, each agency mentioned herein shall ensure that each staff member or contract provider working alone with families and/or children receiving SB 163 services has submitted to an appropriate criminal background check in accordance with Penal Code sections 11077.1, 11105, and 13300-13305, and is cleared by the Department of Justice to work with the children and families in SB 163.

**VI. INDEMNITY**

The County Departments of Mental Health, Probation, Public Health, and Human Services agree to indemnify, defend, and hold harmless the County Office of Education, its Board of Trustees, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including reasonable attorney's fees), losses, damages, injuries, or liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the sole negligence of the County. It is understood and agreed that such indemnity shall survive the termination of this MOU; and

The County Office of Education agrees to indemnify, defend, and hold harmless the County Departments of Mental Health, Probation, Public Health, and Human Services, their Board of Supervisors, officers, agents and employees from and against any and all claims, costs, demands, expenses (including reasonable attorney's fees), losses, damages, injuries or liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the sole negligence of the County Office of Education. It is understood and agreed that such indemnity shall survive the termination of this MOU.

**VII. CHANGES TO MOU**

This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing. Any party may terminate this MOU upon thirty (30) days written notice to the other parties or when funding for the specific programs or services ceases.

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## **VIII. ADMINISTRATION OF MOU**

The following individuals are responsible for administering this MOU within the respective departments and/or agencies:

Doug Nowka, Director  
EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES  
3057 Briw Road  
Placerville, CA 95667  
Attention: DeAnn Osborn, Staff Services Analyst, ext. 7338

John Bachman, Ph.D., Director  
EL DORADO COUNTY  
MENTAL HEALTH DEPARTMENT  
670 Placerville Drive  
Placerville, CA 95667  
Attention: Contracts Unit

Vicki L. Barber, Ed.D., Superintendent of Schools  
EL DORADO COUNTY  
OFFICE OF EDUCATION  
6767 Green Valley Road  
Placerville, CA 95667

Joseph S. Warchol II, Chief Probation Officer  
EL DORADO COUNTY  
PROBATION DEPARTMENT  
3974 Durock Road, Suite 205  
Shingle Springs, CA 95682  
Attention: Diane Hofsommer, Senior Department Analyst, ext. 5957

Gayle Erbe-Hamlin, Director  
EL DORADO COUNTY  
PUBLIC HEALTH DEPARTMENT  
931 Spring Street  
Placerville, CA 95667  
Attention: Public Health Contracts

## **IX. AUTHORIZED SIGNATURES**

The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**X. ENTIRE MOU**

This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral MOUs or understandings.

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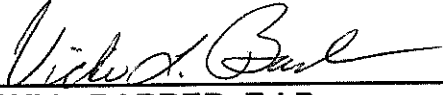
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IN WITNESS WHEREOF, this MOU has been executed as of the date herein below appearing:

**COUNTY OFFICE OF EDUCATION**

  
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**VICKI L. BARBER, Ed.D.**  
Superintendent of Schools


6/30/08  
Date

**DEPARTMENT OF HUMAN SERVICES**

  
\_\_\_\_\_  
**DOUG NOWKA**  
Director

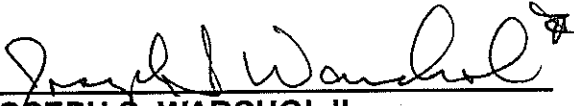
7/2/08  
Date

**MENTAL HEALTH DEPARTMENT**

  
\_\_\_\_\_  
**JOHN BACHMAN**  
Director


7/14/08  
Date

**PROBATION DEPARTMENT**

  
\_\_\_\_\_  
**JOSEPH S. WARCHOL II**  
Chief Probation Officer

7-8-08  
Date

**PUBLIC HEALTH DEPARTMENT**

  
\_\_\_\_\_  
**GAYLE ERBE-HAMLIN**  
Director

7/15/08  
Date

--COUNTY OF EL DORADO--

Dated: \_\_\_\_\_

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

Chairman  
Board of Supervisors  
"County"

**ATTEST:**  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk