

# CONTRACT ROUTING SHEET

Date Prepared: 3/22/07

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

**PROCESSING DEPARTMENT:**

Department: CAO/Proc. & Contracts

**CONTRACTOR:**

Name: EDC Human Services Public Guardian

Dept. Contact: Dustin Bailey

Address: \_\_\_\_\_

Phone #: 5833

Phone: (530) 621-6163

Department \_\_\_\_\_

Head Signature: Bonnie H. Rich

Bonnie H. Rich

**CONTRACTING DEPARTMENT:** Mental Health

Service Requested: Provide Conservator Services

Contract Term: 2 year Contract Value: \$90,000.00

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 4/6/07 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT  
DATE 03/22/07  
ATTORNEY Rebecca S  
DEPT./INDEX NO. 026600  
BY: [Signature]

2007 MAR 22 PM 0:00  
EL DORADO COUNTY COUNCIL  
[Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 4-10-7 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
HUMAN RESOURCES DEPT.  
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**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## MEMORANDUM OF UNDERSTANDING #660-M0711

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This Memorandum of Understanding #660-M0711, made and entered into by and between the Department of Mental Health (hereinafter referred to as "Department"), and the Office of the Public Guardian/Conservator in the Human Services Department (hereinafter referred to as "Conservator");

### WITNESSETH

**WHEREAS**, County wishes to extend to the residents of County certain services which Conservator is equipped, staffed, and prepared to provide; and

**WHEREAS**, Parts of Title 9, California Administrative Code (and more particularly Section 500 through Section 795) and California Welfare and Institutions Code Section 5600 et seq, provide a set of definitions, standards, procedures, and regulations by and pursuant to which Department and Conservator lawfully may contract for such services as are set forth below.

**NOW THEREFORE**, it is mutually agreed between the parties as follows:

- 1. DESCRIPTION OF SERVICES:** Conservator shall perform administrative functions as it applies for the preservation of a conservatee's estate and for his/her psychological and physical welfare. This includes that period under temporary conservatorship. Included in Exhibit A, attached hereto and incorporated herein, is a Program Description which establishes the respective roles of the Conservator and Department.
- 2. DIRECTION AND SUPERVISION:** Such services shall be provided by Conservator under the general direction and supervision of the Director of Human Services, with specific requirements directed by the Superior Court.
- 3. ELIGIBILITY:** Personnel, employees, and services under this Agreement shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, and ancestry.

Conservator shall comply with all fair employment practice requirements of Federal and State laws and El Dorado County Ordinances.

4. **PAYMENTS:** In consideration of services provided by Conservator pursuant to this Agreement, Conservator shall be entitled to receive payment for costs of services provided, up to a maximum of NINETY THOUSAND DOLLARS (\$90,000.00) for the two (2) year period. The rate of reimbursement shall be the actual cost of services rendered, not to exceed the maximum financial obligation unless so amended in writing. The maximum obligation of Department will be established annually by mutual agreement of the Director of Mental Health and the Conservator utilizing, wherever possible, standards and guidelines covering staff/client ratios and standards for the performance of duties in determining the annual cost of services.

Payment to the Conservator by Department shall be monthly after receipt of billing specifying services provided by that office, except for the final month which will be paid following receipt of the year-end cost report. All billings should clearly reflect and in reasonable detail give information regarding the services for which the claim is made, and be forwarded to Department promptly after the end of each month in order to reach the Department no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the services for which billing is made were rendered.

5. **APPLICABLE RECORDS:** Conservator shall maintain adequate records on each individual served in such detail as to make possible an evaluation of services and to provide all the data necessary in reporting to the State Department of Mental Health. All such records shall be available for inspection by the Mental Health Department Fiscal Administrative Manager and the designated auditors of the County or the State Department of Mental Health, at reasonable times during normal business hours. Year-end cost reports shall be submitted to the Director of Mental Health within ninety (90) days after the close of the fiscal year.

6. **TERM:** This Agreement shall become effective when fully executed by the parties hereto. This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate. This Agreement shall be terminated concurrently with any written notice to Conservator of a determination by the State Department of Mental Health that Conservator is not complying with the regulations in regard to staffing minimums or services. The obligation of the Department under this Agreement is contingent upon the availability of funds, and this Agreement shall immediately terminate on written notice by the Department to the Conservator if funds, for any reason, are no longer available. Unless so terminated, this Agreement shall remain in full force and effect for the period of July 1, 2007 through June 30, 2009. This Agreement may be amended at any time upon the mutual consent of the parties hereto.

It is understood by the parties hereto that the County is a public entity which may not expend funds for services or equipment not budgeted in a given fiscal year. It is also understood that in the normal course the County of El Dorado will adopt a proposed budget prior to a given fiscal year but the final adoption of the budget does not occur until after the beginning of a given fiscal year.

County shall give notice of cancellation of this Agreement in the event of the adoption of a proposed budget not providing for funds for the subject services or equipment. Such notice shall become effective only upon adoption of a final budget and on the date of such adoption which does not provide the subject funds.

7. **REFERENCES TO LAWS AND RULES:** All references in this Agreement to the California Administrative Code, Welfare and Institutions Code and to other laws, regulations, and policies, may from time to time be changed by appropriate authorization during the term of this Agreement, and are acknowledge to be binding on both parties to this Agreement.

8. **ADMINISTRATOR:** The County officer or employee with responsibility for administering this Agreement on behalf of the Mental Health Department is Barry Wasserman, Adult Services Program Manager, Mental Health Department, or successor.

The County officer or employee with responsibility for administering this Agreement on behalf of the Office of the Public Guardian/Conservator is John Litwinovich, Director, Department of Human Services.

9. **CONFIDENTIALITY:** Conservator shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. Conservator shall not use such information for any purpose other than carrying out the Conservator's obligations under this Agreement. The Conservator shall promptly transmit to the Department all requests for disclosure of such information not emanating from the client. The Conservator shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the Department, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If the Conservator receives any individually identifiable health information ("Protected Health Information" or "PHI") from Department or creates or receives any PHI on behalf of Department, the Conservator shall maintain the security and confidentiality of such PHI as required of Department by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding #660-M0711 on the most recent day and year below written.

**MENTAL HEALTH DEPARTMENT**

By: John Bachman Dated: 5/16/07  
John Bachman, Ph.D., Director

**HUMAN SERVICES DEPARTMENT**

By: John Litwinovich Dated: 6/5/07  
John Litwinovich, Director

**EL DORADO COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Chair

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

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

## **EXHIBIT A**

### **PROGRAM DESCRIPTION**

A. It shall be understood that in addition to those laws, regulations, and policies cited in the attached Agreement relative to those persons placed under conservatorship, the following activities and duties shall be the sole responsibility of the Public Guardian/Conservator, consistent with the authority granted him/her by the Court:

1. Complete certain admission forms in connection with conservatees' residential placement by Mental Health and arrange for payment of all such placement costs; person will be moved by Mental Health staff, and belongings unless too much to fit into the car available. If moving of belongings can't be completed by Mental Health staff, this task will be requested of Public Guardian's office who shall arrange for things to be picked up for temporary storage until permanent arrangement is possible.
2. Make periodic face-to-face contacts with conservatees at least each 90 days, or more often if indicated; (some contacts to be done by Mental Health Department staff, who will prepare report for Public Guardian within 10 days of each visit);
3. Maintain complete client records to include such things as face-to-face contacts with conservatees, documentation of work performed on behalf of the conservatees, a placement record of conservatees, recommendations by Mental Health and any other treatment facility, and any other information pertinent to the conservatorship;
4. Arranging for the clients to receive money, special arrangements for visits, move, etc., after discussing request with Case Manager, who will consult with Mental Health staff prior to making any decisions regarding these areas (i.e., moves, withdrawal of funds, etc.).
5. Arrange payment for Mental Health services provided to Conservatee during period of conservatorship, as well as all other medical costs incurred on behalf of conservatee;
6. Obtain the approval of the Mental Health staff for client residential placement, except under the following circumstances:

If there is an unresolved disagreement between the Guardian/Conservator and the staff in Mental Health as to the appropriateness of any proposal placement, a meeting will be arranged between the Public Guardian and the Director of Mental Health or, in his/her absence, his/her designee, to discuss the matter and attempt to reach a mutually agreeable resolution. Although the Public Guardian retains ultimate placement authority, no placement would be effected until such meeting had occurred;

7. Refer clients or their families who have complaints, requests, or other issues about their placement to the appropriate staff in Mental Health for resolution of these problems; and

8. Notify the Department of Mental Health, in writing, as early as possible or a minimum of at least forty-eight (48) hours prior to any patient transportation needed.

**B. Duties and responsibility of the Mental Health Department under this agreement shall include:**

1. Primary responsibility for residential placement of conservatee being treated by El Dorado County Mental Health, including evaluation for the appropriateness of residential placement, screening of placement facilities (which shall include traveling to State hospitals and acute inpatient facilities), pre-placement interviews, provision of transportation, completion of required paperwork, and any other such activity pertinent to residential placement of conservatee, specifically excluding, however, those duties set forth in Section A above;
2. Provide outpatient treatment services and partial day treatment services, as appropriate, to those conservatees determined to be in need of such services and able to take advantage of these services;
3. Ongoing monitoring and support of conservatees and families;
4. Meet on a regular basis with Conservator to discuss progress and needs of conservatees and make recommendations regarding continued treatment;
5. Provide conservatorship investigation from the time a referral or recommendation is received until a Judge hearing the petition makes a decision, i.e., denies the petition, establishes conservatorship or temporary conservatorship. Activities and functions of the Department of Mental Health include investigation and preparation of a comprehensive report concerning the person's medical, psychological, financial, vocational, and social condition, and the person's real or personal property. The investigator assigned by Mental Health shall arrange for the preparation of the petition for Court decision and make Court appearances on behalf of the petition.