

MEMORANDUM OF UNDERSTANDING

Between

El Dorado County Sheriff's Department,

El Dorado County Mental Health Department

And

El Dorado County Probation Department

Regarding

Agreements Associated with the Mentally Ill Offenders Crime Reduction Grant Program and the Behavioral Health Courts in South Lake Tahoe and Placerville

THIS Memorandum of Understanding (MOU) is entered into by and between the El Dorado County Sheriff (hereinafter referred to as "Sheriff"), the El Dorado County Mental Health Department (hereinafter referred to as "MH") and the El Dorado County Probation Department (hereinafter referred to as "Probation"). This MOU sets forth each agency's roles, responsibilities and expectations as they relate to the Mentally Ill Offenders Crime Reduction (MIOCR) grant program and the associated expansion of the County's Behavioral Health Courts (BHC) in South Lake Tahoe (SLT) and Placerville. This MOU also specifies the financial and confidentiality agreements between Sheriff, MH and Probation.

WITNESSETH

WHEREAS, Sheriff, MH and Probation are departments of the El Dorado County Government and are overseen by the El Dorado County Board of Supervisors; and

WHEREAS, Sheriff has requested that MH provide mental health services to BHC participants; and

WHEREAS, Sheriff has obtained funding from the State's Corrections Standards Authority (CSA) Mentally Ill Offenders Crime Reduction grant program to expand mental health and other community services to BHC participants; and

WHEREAS, MH is responsible for providing mental health services;

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

I. Goal

This MIOCR-funded program is intended to reduce jail recidivism by improving the mental health of incarcerated offenders through their enhanced linkage to post-release mental health and community services ordered by the BHC judge. The goals include expanding the existing SLT BHC program, establishing a BHC program in Placerville and providing Forensic Assertive Community Treatment (FACT) to mentally ill offenders in both regions of the County. Sheriff will act as lead agency, MH will act as implementing agency and Probation will provide services and training in this collaborative expansion effort. The SLT Jail Commander will serve as the Project co-Director and will collaborate with the MH Director (other co-Director) in the implementation of BHC expansion program.

II. Scope of Services

A. El Dorado County Sheriff's Department Agrees to:

1. Provide fiscal oversight and management of the MIOCR grant funds, including submission of fiscal reports to CSA.
2. Familiarize Sheriff's Office staff regarding the goals, policies and procedures of the BHC.
3. Notify the jails' medical services provider (currently, the California Forensic Medical Group) when a person in custody exhibits symptoms of mental illness.
4. Administer a brief screening tool to identify serious mental illness among incarcerated individuals.
5. Assure that the jails' staff notifies the BHC case manager when an inmate exhibits symptoms of mental illness.
6. Facilitate in-custody clinical assessments and post-release treatment planning for incarcerated defendants who become eligible to participate in the BHC.
7. Attend pre-trial meetings of the BHC operations team and other relevant case management meetings as necessary.
8. Provide and participate in cross training for BHC operations team members to assure mutual understanding of arrest and detention proceedings and associated requirements.
9. Participate in the MIOCR data collection processes.

B. El Dorado County Mental Health Department Agrees to:

1. Serve as the implementing and lead treatment agency for BHC participants in SLT and Placerville.
2. Familiarize staff within the MH Department regarding the goals, policies and procedures of BHC.
3. Consult regularly with the jail medical provider and command staff to identify mentally ill offenders in custody.
4. Provide staff to serve on the BHC assessment and treatment planning team.
5. Provide Forensic Assertive Community Treatment services.
6. Attend pre-trial hearings, regular meetings of the BHC operations team and other relevant case management meetings.
7. Provide and participate in cross training for BHC operations team members and their staff to assure mutual understanding of mental illness, agency services, and procedures and requirements for intervening with mentally ill offenders.
8. Participate in the MIOCR data collection processes.

9. Provide programmatic and financial reports as required by the MIOCR grant.

C. El Dorado County Probation Department Agrees to:

1. Familiarize staff within the Probation Department regarding the goals, policies and procedures of the BHC.
2. Carry out BHC orders with regard to implementing and monitoring probation plans for BHC participants
3. Prepare reports to assist in evaluating client suitability and program participation, as ordered by the Superior Court.
4. Attend pre-trial hearings, regular meetings of the BHC operations team and other relevant case management meetings.
5. Provide and participate in cross training for the BHC operations team members and their staff to assure mutual understanding of department procedures and requirements.
6. Participate in the MIOCR data collection processes.
7. Participate in weekly meetings with mental health staff to coordinate services.

III. Compensation for services and fiscal provisions

For the mental health and administrative services provided herein and as described above, Sheriff agrees to reimburse MH and Probation with MIOCR grant monies in quarterly payments following Sheriff's receipt and approval of itemized invoices(s) detailing services rendered. Documentation of expenses claimed may include timecards, functional timesheets and/or time studies and copies of invoices from non-county contract agencies. MH reserves the right to bill Medi-Cal on a fee-for-service basis for the clinical services delivered by its clinicians to Medi-Cal eligible BHC participants.

IV. Confidentiality

The parties agree to maintain the confidentiality of all records, together with any knowledge therein acquired, in accordance with all applicable State and Federal statutes and regulations, as they exist or may thereafter be amended or changed. Participating agencies' staff, employees and representatives shall not disclose or use, directly or indirectly, at any time, such confidential information, other than in the performance of this agreement.

HIPAA Compliance: Parties agree, to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity performed on behalf of this agreement.

More specifically, parties will not use or disclose confidential information other than as permitted or required by this agreement and will notify other parties of any discovered instances of breaches of confidentiality.

V. Term of Agreement

This MOU shall remain in effect and be reviewed annually for the purposes of amendments and determination of continued implementation. This MOU renews annually upon written mutual agreement by the contract administrators.

VI. Changes to Agreement

Sheriff, MH and Probation directors agree to meet annually to review implementation and administration of this agreement. This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing. Either party may terminate this MOU upon ninety (90) days written notice to the other or when funding for this project ceases.

VII. Administration of Agreement

The following individuals are responsible for administering this MOU within the respective departments:

SHERIFF

JEFF NEVES, SHERIFF, or successor
EL DORADO COUNTY SHERIFF'S DEPARTMENT
300 FAIR LANE
PLACERVILLE, CA 95667

MH


JOHN BACHMAN, PhD, MENTAL HEALTH DIRECTOR, or successor
EL DORADO COUNTY MENTAL HEALTH DEPARTMENT
2808 MALLARD LANE, SUITE C
PLACERVILLE, CA 95667

PROBATION

JOSEPH S. WARCHOL, CHIEF PROBATION OFFICER, or successor
EL DORADO COUNTY DEPARTMENT OF PROBATION
471 PIERROZ ROAD
PLACERVILLE, CA 95667

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

SHERIFF'S DEPARTMENT



Jeff Neves, Sheriff

3/12/07
Date


MENTAL HEALTH DEPARTMENT



John Bachman, PhD, Director

3/8/07
Date

PROBATION DEPARTMENT



Joseph Warchol, Chief Probation Officer

3-5-07

Date