

ORIGINAL

MEMORANDUM OF UNDERSTANDING #064-M0911

This Memorandum of Understanding (MOU), entered into by and between the El Dorado County Department of Human Services (hereinafter referred to as "DHS") and the El Dorado County Mental Health Department (hereinafter referred to as "MHD");

WITNESSETH

WHEREAS, DHS and MHD are departments of the County of El Dorado and are overseen by the El Dorado County Board of Supervisors; and

WHEREAS, DHS and MHD both provide services related to child welfare; and

WHEREAS, DHS receives California ("State") funding for implementation and management of Senate Bill (SB) 163 Wraparound; and

WHEREAS, MHD has the responsibility, experience, and expertise to provide the services described; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State, and local laws.

NOW, THEREFORE, DHS and MHD mutually agree as follows:

ARTICLE I

Scope of Services: DHS and MHD shall provide the following services:

A. Mutual Responsibilities

1. Identify and refer children who are eligible for SB 163 services as described in the El Dorado County SB 163 Wraparound Plan.
2. Collaborate to determine the duration of SB 163 services and financial commitment for each client.

3. Follow the guidelines set forth in the El Dorado County SB 163 Wraparound Plan.
4. Comply with all the requirements of SB 163, Chapter 795, Statutes of 1997, as applicable.
5. Reinvest any cost savings realized from utilizing SB 163 to further expand or enhance services and resources for children and families.
6. Establish mutually satisfactory methods for the exchange of information necessary for each party to perform its duties and functions under this MOU; and ensure appropriate and proper procedures are utilized to safeguard protected information from improper disclosure, as required by applicable law.
7. Conduct an evaluation utilizing the currently accepted evaluation tool(s) to determine the cost and treatment effectiveness indicators as indicated in the County SB 163 plan for eligible children.
8. Provide annual reports of the evaluation described in Article I-Scope of Services, MHD Responsibilities, B.2. to the Cross System Operations Team and the Interagency Advisory Council.

B. MHD Responsibilities

1. Provide staff timely access to flexible funds for family needs.
2. Submit evaluation reports to the California Department of Social Services ("CDSS") as required. Content may include, but shall not be limited to, the effectiveness of the project in reducing both the level of out-of-home services required and the average length of stay in out-of-home care.
3. Maintain all documentation necessary to support the cost of service delivery and track the children participating in the SB 163 program.
4. Utilize, when appropriate, alternative funds, such as Medi-Cal and EPSDT, prior to using SB 163 funds.
5. Allow DHS and the CDSS access to statistics, records, and other documents requested by DHS and/or CDSS to carry out their responsibilities.
6. Monitor each provider's invoice status to verify that the provider is submitting timely invoices per the terms of their contract with El Dorado County. In the event that an invoice from a provider is not submitted in a timely manner, MHD shall contact the delinquent provider and request an invoice for the service month be provided within ten (10) working days. In the event the provider fails to

submit invoices after the specific request to do so, MHD shall notify DHS of the delinquent status and continue to contact each provider on a weekly basis until the provider has submitted all delinquent invoices. MHD may have other remedies against the provider per the terms of the contract that MHD shall enforce as necessary to obtain timely invoices.

7. Submit a proposed training budget to DHS for approval on or before March 1 of each year during the term of this MOU. Reimbursement from DHS to MHD for training costs shall be determined annually by DHS and MHD prior to approval of the training budget.

C. DHS Responsibilities

1. Claim State foster care payments as directed by the CDSS.
2. Pay MHD as outlined under ARTICLE III – Reimbursement for Services and Fiscal Provisions.
3. Provide MHD with DHS data, to the extent it shall be available, necessary to complete any required State evaluation.
4. Determine if SB 163 participants are eligible for Federal funding.
5. Submit reports of all SB 163 participants to CDSS in the format and within the timelines specified by CDSS.
6. If an SB 163 participant referred by MHD has a non-custodial parent who shall be responsible for out-of-home placement costs, and the child is not classified as emotionally disturbed (ED), notify MHD that a Support Questionnaire form, CW 2.1(Q), shall be needed.
7. Work with El Dorado County's Child Support Services to process appropriate paperwork for non-custodial parents' out-of-home placement costs.

ARTICLE II

Term: 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.

ARTICLE III

Reimbursement for Services and Fiscal Provisions: For services provided pursuant to this MOU, DHS agrees to pay MHD monthly in arrears based on invoices submitted by MHD accompanied by a summary of employee time-report documents, other expense documents related to SB 163 Wraparound activities. Payment shall be made in the form of a journal entry within thirty (30) days following DHS receipt and approval of the monthly billing. The journal

entry shall transfer funds from the DHS SB 163 Special Revenue Fund to MHD. Total payments for each fiscal year to MHD shall not exceed the amount of the DHS approved budget for each fiscal year during the term of this MOU.

The total amount of this MOU shall not exceed \$660,000.00 for the three-year period.

Invoices submitted by MHD to DHS pursuant to this MOU shall conform to the following requirements.

1. Direct service time shall be billed at MHD's most recently State-approved Short-Doyle Medi-Cal cost report rate, less expected reimbursement by Federal and State sources.
2. Administration staff time shall be billed based on their salary and benefits plus ten percent (10%) for overhead costs prorated to the portion of time spent on SB 163 activities during the billing period.
3. Charges for services performed by MHD subcontract providers shall be summarized on the invoice. MHD shall maintain the detailed supporting documentation for each invoice.
4. Separate invoices shall be submitted by MHD to DHS to collect reimbursement for other SB 163 program or community activities that may from time to time be approved by the Interagency Advisory Council. A separate invoice shall be submitted for each program or community activity, with services specified on each individual bill to include the date(s) of each activity, a brief description of the activity, the names of the participants attending and the total cost to MHD. MHD shall maintain detailed supporting documentation for each invoice. In the event the invoice covers multiple activity dates for the same program or community activity, for informational purposes, the names of the participants attending on the first activity date and the names of the participants attending on the last activity date shall be included.
5. Other expenses for services and supply costs for SB 163 program participants that were submitted on an SB 163 Stabilization Request Form and approved in writing by the MH Program Coordinator and DHS Program Manager shall be itemized on the bill.
6. Other expenditures for children and families enrolled in the SB 163 program may be requested through the SB 163 Family Team planning process. These requests, if recommended by the SB 163 Family Team, shall be authorized in writing and paid using the same process and forms as the other SB 163 expenditures.
7. Expenditures for a minor that falls under the responsibility of the placing agency remain the responsibility of that agency unless such expenditure from SB 163 funds has been pre-authorized in writing by the SB 163 Program Coordinator and Program Manager.
8. Monthly MHD invoices for SB 163 activities shall be submitted to DHS within 45 days of the end of each service month. If MHD cannot complete invoicing within 45 days, the MHD Director or his /her delegate shall provide DHS with a memo explaining why the

deadline cannot be met. If any provider invoices have been submitted during the service month but rejected by MHD, MHD shall include a memo with the monthly invoice to DHS identifying the provider, the invoice amount and the reason for rejection, along with a copy of the rejected invoice.

9. Each invoice shall reflect SB 163 expenditures for one service month only. MHD shall submit additional support documentation (e.g., any necessary journal entry) with the invoice. Supplemental invoices may be submitted by MHD to DHS with the written approval of the Directors of MHD and DHS in the event that additional charges are identified for a previously submitted service month. Each supplemental invoice shall reflect only one monthly service period.
10. For each identified client (with a maximum number of clients not to exceed the maximum number of Board of Supervisors approved and State allocated SB163 Wraparound slots), the DHS SB 163 Special Revenue Fund shall receive the State and County share of funds, based on the prevailing State-set rate for the client's group home rate classification level (RCL), less any actual DHS out-of-home Foster Care placement costs (which may include respite or emergency shelter care), clothing allowances, infant supplements, specialized care increments and any associated emergency hand-typed check processing costs.
11. The State sets the rates for SB 163 services depending on the RCL of the group home in which the child shall be initially placed or shall be at risk of being placed. If the child shall be placed or shall be at risk of being placed in a RCL 12 to 14 group home, then the State set rate shall be the average cost of RCL 12 through 14. If the child shall be placed, or shall be at risk of being placed, in a RCL 10 or 11 group home, then the State set rate shall be based on the average cost of RCL 10 and 11.
12. The funding ratio for Federally eligible children and non-Federally eligible children shall be based on the Federal financial participation rate in effect at the time of service.

ARTICLE IV

Adoptions Assistance Program (AAP): Adoptions Assistance Program (AAP) funds may be used to pay for Wraparound services for adopted children who are otherwise eligible for AAP funded group home placement at RCL 10 – 14 as follows:

- A. The adopted child's placement costs (limited to cost equivalent to foster family home placement amounts) are eligible for cost-share reimbursement and the County shall use the normal claiming process for claiming these costs. Only State and County AAP funds can be used for SB 163 services.
- B. Services for AAP funded children shall be limited to an 18-month cumulative period of time for a specific episode or combination that would otherwise justify AAP funded group home placement.

- C. AAP funded children shall not be counted in the service allocation slot number allotted. There shall be no maximum "service allocation slot" limit for AAP funded children.

ARTICLE V

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.

ARTICLE VI

Fingerprinting: All employees and contract providers working alone with SB 163 youth and families shall submit to a finger imaging for a Department of Justice (DOJ) Criminal Offender Record Information (CORI) check.

ARTICLE 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. Either party may terminate this MOU upon thirty (30) days written notice to the other or when DHS funding for the specific program or services ceases. In the event that DHS funding for the program ceases DHS shall notify MHD as soon as possible after this determination is made.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County shall adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation

ARTICLE IX

Nondiscrimination: Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirements as follows:

MHD hereby agrees that it shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and the MHD hereby gives assurance that administrative methods /procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

MHD and DHS shall, with oversight from the County's Civil Rights Coordinator, develop and implement a plan to allow DHS to monitor MHD's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing participants and potential participants of their civil rights, adequate MHD staff training in the civil rights and cultural awareness requirements of

Division 21; and procedures on informing participants or potential participants of their civil rights.

By accepting this assurance, the MHD agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations, and permit authorized CDSS and/or Federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the MHD directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

ARTICLE X

Notices To Parties: All notices to be given by the parties hereto shall be in writing.

Notices to DHS shall be addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: DOUG NOWKA, DIRECTOR

or to such other location as the DHS directs.

Notices to MHD shall be addressed as follows:

COUNTY OF EL DORADO
MENTAL HEALTH DEPARTMENT
670 PLACERVILLE DRIVE
PLACERVILLE, CA 95667
ATTN: JOHN BACHMAN, PH.D., DIRECTOR

or to such other location as the MHD directs.

ARTICLE XI

Administration Of MOU: The County employee with responsibility for administering this MOU is DeAnn Osborn, Staff Services Analyst, Department of Human Services, or successor.

ARTICLE XII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement 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.

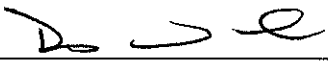
ARTICLE XIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By:  Dated: July 29, 2008
DeAnn Osborn, Staff Services Analyst
Human Services Department

Requesting Department Head Concurrence:

By:  Dated: 7/29/08
Doug Nowka, Director
Human Services Department

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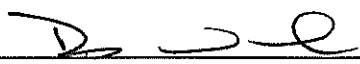
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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year _____ first below written.

DEPARTMENT OF HUMAN SERVICES

By: 
Doug Nowka, Director
Human Services Department

Dated: 7/29/08

MENTAL HEALTH DEPARTMENT

By: 
John Bachman, Ph.D., Director
Mental Health Department

Dated: 7/29/08