

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
January 30, 2007**

AGENDA TITLE: Memorandum of Understanding #459-M0711 between El Dorado County Mental Health Department and El Dorado County Probation Department

DEPARTMENT: Mental Health	DEPT SIGNOFF: <i>John Bachman</i>	CAO USE ONLY: 1/10 <i>C Laura Schwartz</i>
CONTACT: John Bachman, PhD		
DATE: 1/9/2007	PHONE: 621-5106	

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Mental Health Department recommends the Board approve and authorize the Chairman to sign the attached MOU with El Dorado County Probation Department to partially offset the cost of providing mental health services at the Juvenile Hall in Placerville and the Juvenile Treatment Facility in South Lake Tahoe.

The MOU provides for the dedication of one FTE Clinician to West Slope Juvenile Hall and one FTE Clinician to South Lake Tahoe Juvenile Treatment Center. The net cost of the two FTE will be recovered through Medi-Cal billings.

CAO RECOMMENDATIONS: *Recommended approval. Laura S. Gell 1/12/07*

Financial impact? Yes () No

BUDGET SUMMARY:

Total Est. Cost	\$35,000.00
Funding	
Budgeted	\$35,000.00
New Funding	_____
Savings*	_____
Other	_____
Total Funding	\$35,000.00
Change in Net County Cost	

Funding Source: Gen Fund () Other

Other: via EDC Probation

CAO Office Use Only:

4/5's Vote Required () Yes No
 Change in Policy () Yes No
 New Personnel () Yes No

CONCURRENCES:

Risk Management _____
 County Counsel _____
 Other _____

*Explain

BOARD ACTIONS:

Vote: Unanimous _____ Or
 Ayes:
 Noes:
 Abstentions:
 Absent:

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

EL DORADO COUNTY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATIVE OFFICE



John Bachman, PhD, Director
Barry Wasserman, LCSW, Acting Deputy Director
344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

January 9, 2007

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Memorandum of Understanding (MOU) between El Dorado County Mental Health Department and El Dorado County Probation Department

RECOMMENDATIONS:

The Mental Health Department recommends the Board of Supervisors approve and authorize the Chairman to sign the Memorandum of Understanding between the El Dorado County Mental Health Department and the El Dorado County Probation Department to allow the transfer of County funds to provide mental health services to the Probation Department at the Juvenile Hall in Placerville and the Juvenile Treatment Facility in South Lake Tahoe.

REASONS FOR RECOMMENDATIONS:

This agreement will allow the Mental Health Department to provide and bill for much needed mental health services to the wards at the Juvenile Hall and Juvenile Treatment Facility. Funding will be through El Dorado County Probation Department.

This Agreement has been approved by County Counsel and Risk Management, and a copy is on file in the Board Clerk's Office.

FISCAL IMPACT:

\$35,000 in County General Fund dollars will be transferred from EDC Probation to EDC Mental Health annually.

NET COUNTY COST:

None.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Board Clerk's Office will forward executed Agreement to Mental Health Department for further processing.

Respectfully submitted,

A handwritten signature in black ink that reads "John Bachman". The signature is written in a cursive style with a horizontal line underneath the name.

John Bachman, PhD
Director

ASSIGNMENT

DATE 12-7-06

ATTORNEY ELC

Contract #: 459-M0711

DEPT./INDEX NO. 026100

CONTRACT ROUTING SHEET

Date Prepared: 12/7/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts

Dept. Contact: Pam Carlone

Phone #: 5833

Department _____

Head Signature: Bonnie H. Rich

Bonnie H. Rich

CONTRACTOR:

Name: Probation Department

Address: _____

Phone: _____

CONTRACTING DEPARTMENT: Mental Health

Service Requested: MOU for M/H Clinician @ Juvenile Facilities

Contract Term: Perpetual Contract Value: _____

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

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

Approved: Disapproved: _____ Date: 12-15-06 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: Disapproved: _____ Date: 12/15/06 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

06/15 PM 4:21

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

#459-M0711

Between

El Dorado County Mental Health Department

And

El Dorado County Probation Department

Regarding

Agreements Associated with Mental Health Clinician Assignments to the Juvenile Hall and the Juvenile Treatment Center Facilities

THIS Memorandum of Understanding (MOU) is entered into by and between 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 assignments of mental health clinicians to the Placerville Juvenile Hall (JH) and the South Lake Tahoe Juvenile Treatment Center (JTC). This MOU also specifies the financial and confidentiality agreements between MH and Probation.

WITNESSETH

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

WHEREAS, Probation has requested that MH provide mental health services to JH and JTC wards; and

WHEREAS, Probation has obtained partial funding from the County to provide mental health services in the JH and JTC; and

WHEREAS, Probation is responsible for the mental health needs of wards as required in Title 15, California Code of Regulations, Standards for Juvenile Facilities; and

WHEREAS, MH is responsible for providing mental health services;

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

I.Goal

To provide needed mental health services to Probation's wards housed temporarily in the Placerville Juvenile Hall and the South Lake Tahoe Juvenile Treatment Center in compliance with Title 15, California Code of Regulations and Standards for Juvenile Facilities.

II. Scope of Services

A. El Dorado County Probation Department Agrees to:

1. Provide adequate workspace, including a suitable office, telephone and computer access at the JH and JTC facilities so that clinicians and wards may conduct the necessary and agreed upon assessment and counseling sessions in a safe and private environment.
2. Include a brief mental health assessment of all newly admitted wards in conjunction with the usual health risk screening that is routinely administered during the intake process.
3. Obtain the signed consent of the minor and/or the parent/guardian to release and share information relevant to the ward's mental illness and treatment thereof at the time of admission to the facility in order to permit the mental health clinicians and psychiatrist to obtain data necessary for safety and security as well as proper evaluation and treatment planning. (See section IV, Confidentiality.)
4. Provide necessary and appropriate training of MH staff on JH/JTC rules and regulations, especially those that affect the safety and security of staff and wards.
5. Provide timely notification to MH of 1) pending release dates of wards who have received mental health services and 2) intake of juveniles already taking psychotropic drugs.
6. When the mental health clinicians (described below) are asked to participate in various inter-agency treatment team meetings, Probation will provide sufficient notification in order to allow the advance time necessary to prepare meaningful clinical reports and the like. Additionally, to the extent possible, Probation will set the agenda for these meetings, invite the participants, provide the guidelines, conduct the follow up actions, etc.

B. El Dorado County Mental Health Department Agrees to:

1. Assign one full-time equivalent mental health clinician to the JH and one full-time equivalent mental health clinician to the JTC. These clinicians shall report to and be employees of the MH Department.
2. During periods of planned absence by the assigned clinicians (i.e., vacation, extended sick leave, etc.), provide alternative staff as available to continue service delivery. When unplanned absences occur, MH will provide clinical staff to respond to urgent needs.
3. Activities performed by the mental health clinicians shall include, but not be limited to the following:
 - a. Evaluate wards who screen positive on Probation's mental health risk screening for high risk behaviors (e.g., suicidality, self-injurious cutting).
 - b. Provide crisis intervention services for wards with high risk behaviors.
 - c. Conduct a comprehensive mental health assessment of newly admitted wards who seem to need continuing mental health services while in custody.
 - d. Prepare confidential clinical treatment plans for wards receiving treatment beyond the initial evaluation or crisis intervention.

- e. MH shall immediately inform JH and JTC staff of behavioral management recommendations when relevant to the safety and security of the staff or the ward.
 - f. Consult with detention staff, as necessary, to facilitate treatment coordination and behavioral management of the wards.
 - g. Provide clinically appropriate individual, family and group counseling, as necessary, for the wards' mental health needs.
 - h. Within the limits of MH's resources, respond to the juvenile court's request for mental health assessment and treatment recommendations.
 - i. Participate in inter-agency treatment team meetings regarding wards in JH and JTC.
 - j. Provide pre-release discharge plan to Probation.
 - k. Provide training and consultation to the Probation staff as determined necessary by the Directors of the MH and Probation Departments.
4. Provide the necessary medical services of a licensed psychiatrist to both facilities to assess the need for and prescribe psychoactive medications up to six hours per week (i.e., three hours per facility).
 - a. Medication recommendations and prescriptions shall be incorporated into the ward's individualized treatment plan.
 - b. The psychiatrists will coordinate their recommendations and prescriptions with the mental health clinicians and the facilities' nurses.

III. Compensation for services and fiscal provisions

For the mental health services provided herein and as described above, Probation agrees to pay MH quarterly payments of \$8,750, not to exceed \$35,000.00 per year. Payment shall be made quarterly following Probation's receipt and approval of itemized invoices(s) detailing services rendered. MH will bill Medi-Cal on a fee-for-service basis for the services delivered by its clinicians to the wards in Probation's juvenile facilities.

IV. Confidentiality

The parties agree to abide by the confidentiality requirements of CFR Title 15. Specifically, as per section 1406- Health Care Records:

"The confidential relationship of provider and patient extends to minors. The principle of confidentiality protects the minor from disclosure of confidences entrusted to a health care provider during treatment. Thus, it is necessary to maintain health record files under security, completely separate from confinement records, and inaccessible to child supervision staff."

Section 1407, titled "Confidentiality" goes on to note that the facility staff is in a "parent-like" role and needs some information to help the minor. *"A certain amount of health-related information can be shared with facility staff and the probation officer without obtaining explicit consent of the parent or minor. This is limited to facts that necessarily must be shared in order to safely and properly manage the minor within the facility or to plan for future placement and programming (but not for prosecution). It is important to limit the sharing of this information to that which is directly relevant to the stated purpose. Further elaboration would require specific consent. The greatest flexibility in releasing information occurs with a signed consent. It is also vital that policy and training approaches assure that health care staff are made aware of the necessity to share any information,*

regardless of the setting in which it was obtained, if it indicates a serious threat to facility security, safety or order."

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

Probation and MH 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 position is withdrawn by Probation.

VII. Administration of Agreement

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

MH


JOHN BACHMAN, PhD, MENTAL HEALTH DIRECTOR, or successor
EL DORADO COUNTY MENTAL HEALTH DEPARTMENT
344 PLACERVILLE DRIVE, SUITE 20
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:

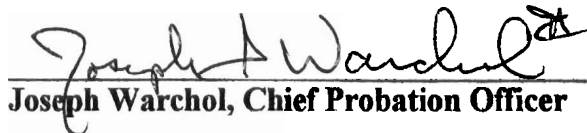
MENTAL HEALTH DEPARTMENT



John Bachman, PhD, Director

12/20/06
Date

PROBATION DEPARTMENT



Joseph Warchol, Chief Probation Officer

12-28-06
Date

BOARD OF SUPERVISORS

Chairman

Date

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ **Date:** _____
Deputy Clerk