

ORIGINAL

MEMORANDUM OF UNDERSTANDING #032-M0811

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 such information as may be necessary in order that each party may perform its duties and functions under this MOU; and ensure appropriate and proper procedures are utilized to ensure that all information shall be safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
7. Conduct an evaluation 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. Provide this documentation each month in support of invoices for services to program participants.

4. Utilize, when appropriate, alternative funds, such as Medi-Cal and EPSDT, prior to using SB 163 funds.
5. Allow the CDSS access to statistics, records, and other documents requested by the latter to carry out their responsibilities.

C. DHS Responsibilities

1. Claim State foster care payments as directed by the CDSS.
2. Pay MHD as outlined under ARTICLE III - Compensation 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 lists of all SB 163 participants to CDSS for the previous month by the fifth business day of each month. Include the exact start dates for each participant.
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 become effective when fully executed by both parties hereto and shall expire June 30, 2008.

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ARTICLE III

Compensation for Services and Fiscal Provisions: For services provided herein, DHS agrees to pay MHD monthly in arrears based upon an invoice from MHD that includes a summary of employee time-report documents and other expense documents related to SB 163 Wraparound activities as follows:

1. Direct service time will be billed at MHD's most recently approved Short-Doyle Medical cost report rate, less expected reimbursement by Federal and State sources.
2. Administration staff time will 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 will be itemized on the bill.
4. Other SB 163 program or community activities, which were approved by the Interagency Advisory Council, will be submitted as individual bills by program or community activity and services will be itemized on each individual bill.
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 by the MH Program Coordinator and DHS Program Manager will 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, will be authorized and paid using the same process and forms as the other SB 163 expenditures.
7. Expenditures for a minor that fall under the responsibility of the placing agency remain the responsibility of that agency unless such expenditure from SB 163 funds has been pre-authorized by the SB 163 Program Coordinator and Program Manager.
8. Monthly MHD invoices for SB 163 activities will be submitted to DHS within 45 days of the end of each service month. If MHD cannot meet this deadline, DHS will require a memo from the MHD director explaining why the deadline cannot be met.
9. 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 will transfer funds from the Human Services SB 163 Special Revenue Fund to MHD.

10. For each identified client (with a maximum of six [6] clients), the Human Services 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.
13. Payments to MHD shall not exceed the amount of the DHS approved budget for the period of July 1, 2007 to June 30, 2008.

The total amount of this MOU shall not exceed \$430,000.00 for this period.

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 "service allocation slot" limit for AAP funded children.

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ARTICLE V

Confidentiality: MHD and DHS shall conform to and monitor compliance with all State and Federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements of:

- Code of Federal Regulations, Part 2, Title 42;
- Welfare and Institutions Code, Section 14100.2;
- Welfare and Institutions Code, Section 5328;
- Health and Safety Code, Division 10.5, Section 11977; and
- California Code of Regulations, Title 22, Section 51009.

MHD and DHS shall ensure that no list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Code of Federal Regulations, Title 42, Part 2; Welfare and Institutions Code, Section 14100.2; Health and Safety Code, Section 11977; and California Code of Regulations, Title 22, Section 51009.

Prior to providing any services pursuant to this MOU, all employees, subcontractors and volunteer staff or interns of MHD and/or DHS delivering SB 163 services shall agree, in writing, with DHS and MHD to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services according to current regulations and legislation.

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 VI

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.

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ARTICLE VII

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

MHD hereby agrees that they will 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 will immediately take any measures necessary to effectuate this MOU.

This assurance shall be 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, will be prohibited.

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

ARTICLE VIII

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: JOHN LITWINOVICH, DIRECTOR

Notices to MHD shall be addressed as follows:

COUNTY OF EL DORADO
MENTAL HEALTH DEPARTMENT
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: JOHN BACHMAN, PH.D., DIRECTOR

ARTICLE IX

Administration Of MOU: The County employee with responsibility for administering this MOU is John Litwinovich, Director, Department of Human Services, or successor.

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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: John Litwinovich
John Litwinovich, Director
Human Services Department

Dated: 6/16/07

MENTAL HEALTH DEPARTMENT

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

Dated: 6/19/07

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk