

# MEMORANDUM OF UNDERSTANDING

#607-PHD0507

*between*

**EL DORADO COUNTY PROBATION DEPARTMENT**

*and*

**EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT**

*regarding*

**SACPA AND SATTA SUPERVISION, MONITORING AND DRUG TESTING SERVICES**

**THIS Memorandum of Understanding** ("MOU") is entered into by and between the El Dorado County Public Health Department (hereinafter referred to as "PUBLIC HEALTH") and the El Dorado County Probation Department (hereinafter referred to as "PROBATION").

## WITNESSETH

**WHEREAS**, PUBLIC HEALTH and PROBATION are departments of the County of El Dorado and are overseen by the El Dorado County Board of Supervisors; and

**WHEREAS**, PUBLIC HEALTH is the Lead Agency that holds responsibility for El Dorado County's implementation and ongoing oversight of the Substance Abuse and Crime Prevention Act of 2000 (SACPA), which resulted from California voters' passage of Proposition 36 on November 7, 2000, and which operates as the Proposition 36 Program (Program); and

**WHEREAS**, the State Department of Alcohol and Drug Programs, through the Substance Abuse Treatment and Testing Accountability Act (SATTA), provides funds for drug testing clients who participate in the Program; and

**WHEREAS**, PROBATION has agreed to perform supervision, monitoring, and drug testing of probationers who are subject to the Program;

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

## 1. TERM

This MOU is effective July 1, 2007 through June 30, 2008.

## 2. PROBATION AGREES TO:

- A. Provide three FTE Probation Officers to monitor and supervise participants, county-wide. Officers will be assigned full time to Program activities with the exception of defensible, normal County employee activities such as general administration, routine time keeping, breaks, meetings and trainings. The assigned officers shall remain the employees of PROBATION, which shall be wholly responsible for the manner in which the officers' services are performed under this MOU.
- B. Assign Probation Officers to act as members of the County Referral Team, which is made up of the Proposition 36 Probation Officers and PUBLIC HEALTH's Proposition 36 Coordinator.
- C. Participate in County Referral Team activities, which include reviewing client assessments, performing centralized case management, authorizing service, referring clients to appropriate treatment providers, and reviewing treatment plans and progress reports.
- D. Upon receipt of Court orders, complete all documentation and referral paperwork necessary for admission into the Program.
- E. Throughout each client's participation in the Program, provide a level of supervision consistent with Probation and SACPA guidelines.
- F. Address Program violations and other client participation issues with the County Referral Team, and develop appropriate plans of action based on individual client needs.
- G. Attend Court hearings and make presentations to the Court regarding participant compliance with Program requirements.
- H. Collect and report, as requested by PUBLIC HEALTH and as needed to comply with SACPA and SATTA requirements, statistical data related to the Program for use in the preparation of reports. PUBLIC HEALTH will attempt to limit requested data to that which is readily available and/or easily accessed; however, it is agreed that PROBATION is an integral partner with PUBLIC HEALTH in providing data required by the State.
- I. Maintain confidentiality of information pertaining to Program participants, pursuant to applicable law (Title 42, Code of Federal Regulations, Part 2).

- J. Adhere to all requirements detailed in Title 9, California Code of Regulations, regarding the Program.
- K. Perform the following Program operation activities:
  - 1. Attend weekly County Referral Team meetings.
  - 2. Attend relevant training and conferences as requested by PUBLIC HEALTH.
  - 3. Participate in the development, documentation, review, and updating of Program procedures.
  - 4. Make referrals to contracted Treatment Providers for client assessment and/or treatment in accordance with Program guidelines.
  - 5. Notify the Treatment Provider within 7 days that a client has been ordered into treatment.
  - 6. Receive the Provider's treatment plan on behalf of the Court within 30 days of referral.
  - 7. Receive the Provider's quarterly progress reports on behalf of the Court.
  - 8. Notify the Court if the client is unamenable to treatment and process probation violations.
  - 9. Monitor treatment and supervise the client for up to 12 months, and during aftercare for up to 6 months, and enforce conditions of probation.
  - 10. Perform either random or regularly scheduled drug testing on all Program participants (using SATTA funds). **Note:** *Drug testing shall not be used as a basis for imposition of new criminal charges, and a single positive drug test will not be the sole basis for declaring a client to be unamenable to treatment or revoking probation pursuant to Penal Code 1210.1(e)(3)(c).*
  - 11. Assist the client in petitioning the Court for dismissal of charges upon successful completion of the Program.

### **3. PUBLIC HEALTH AGREES TO:**

- A. Provide staff, including a Proposition 36 Coordinator, to carry out PUBLIC HEALTH responsibilities related to the Program.
- B. Assure adherence to the SACPA and SATTA funding guidelines.
- C. Perform or contract for the assessment of clients to determine the appropriate level of substance abuse treatment.
- D. Provide staff for the County Referral Team, which is made up of the Proposition 36 Probation Officers and PUBLIC HEALTH's Proposition 36 Coordinator.
- E. Coordinate activities of the County Referral Team, which is responsible for performing or reviewing client assessments, performing centralized case management, authorizing services,

referring clients to appropriate treatment providers, and reviewing treatment plans and progress reports.

- F. Authorize payment for services recommended by the assessment process, and refer participants to an appropriate provider for treatment.
- G. Contract with qualified substance abuse treatment providers to deliver services to Program participants.
- H. Monitor all contracted substance abuse treatment providers.
- I. Maintain all Program records and complete all Program reports, plans, and evaluations, as required by SACPA and/or SATTA.
- J. Maintain confidentiality of Program participant information, pursuant to applicable law.
- K. Provide compensation to PROBATION for services provided by Prop 36 Probation Officers pursuant to this MOU in the amounts specified below.

#### 4. FISCAL PROVISIONS

- A. Payment to PROBATION includes, but is not limited to, the following:

**SACPA Proposition 36 Funds:**

Salary and Benefits for 3 Probation Officers	\$180,000.00
Total SACPA Funds:	\$180,000.00

**SATTA Drug Testing Funds:**

FY 07/08 Funds (available October 1, 2007)	\$10,000.00
Total SATTA Funds:	\$10,000.00

**Total Maximum Compensation of This Agreement Not to Exceed:** \$190,000.00

- B. Requests for reimbursement of personnel costs shall be submitted quarterly via Journal Entry. Claims shall be submitted to PUBLIC HEALTH by the 15<sup>th</sup> of the month after each quarter, accompanied by detailed expenditure information and standard time studies similar to those used for Title 4E or TANF. Requests for personnel cost reimbursement will be reconciled with the actual time studies submitted. In the event personnel activities are performed that are not in support the Program, payments may be adjusted accordingly. PUBLIC HEALTH will discuss any such reductions with PROBATION before implementing them.

- C. Requests for payment of other expenses shall be accompanied by documentation substantiating the amount spent, and verifying/confirming that expenses were in support of staff assigned to the Program.
- D. All claims submitted to PUBLIC HEALTH shall reference this MOU and shall be sent to the Public Health Department, Alcohol and Drug Programs Division, 415 Placerville Drive, Suite R, Placerville, CA 95667.

## **5. GENERAL PROVISIONS**

- A. PROBATION shall assist PUBLIC HEALTH in meeting all the requirements of SACPA and SATTa, and shall agree to adjustments in the Scope of Work of this MOU as necessary to meet the requirements of the Acts and/or the Program.
- B. Three Probation Officers shall be dedicated full time to meeting requirements and performing activities of the Program. These officers shall remain employees of PROBATION, which shall be wholly responsible for the manner in which the officers' services are performed pursuant to this MOU. PROBATION exclusively assumes responsibility for the acts of the Probation Officers assigned under this MOU as they related to the services provided hereunder during the course and scope of their employment.
- C. This MOU may be amended to reflect any reduction in State funding for the Program. Notice to PROBATION regarding a reduction in funding will be given within 10 days of PUBLIC HEALTH'S receipt of notice from the Department of Alcohol and Drug Programs regarding a reduction.
- D. Either party may terminate this MOU upon ninety (90) days written notice to the other.
- E. It is agreed that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding, and payment records documenting use of funds for a period of five (5) years after final payment under this MOU. The examination and audit shall be confined to matters connected with the performance of the MOU, and may be preformed by any County, State, or federal agency having oversight responsibility for the Program.

## **6. HIPAA**

Under this Agreement, PROBATION will provide services to PUBLIC HEALTH, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to PROBATION for the purposes of carrying out its obligations. PROBATION, as a "covered entity," agrees to comply with all the terms and conditions of the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **7. NOTICES**

Any notice required or permitted under this MOU shall be in writing and shall be served by United State Postal Service upon the other party.

Notice to PROBATION shall be addressed as follows:

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

Notice to PUBLIC HEALTH shall be addressed as follows:

GAYLE ERBE-HAMLIN, DIRECTOR  
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667

**8. ADMINISTRATION:** The El Dorado County Officer or employee with responsibility for administering this Memorandum of Understanding is Gayle Erbe-Hamlin, Director of Public Health or successor.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below, the latest of which shall be deemed to be the effective date of this MOU.

**PROBATION**

Joseph Warchol\*  
**Joseph S. Warchol, II**  
Chief Probation Officer

6-19-07  
Date

**PUBLIC HEALTH DEPARTMENT**

Gayle Erbe-Hamlin  
**Gayle Erbe-Hamlin**  
Director of Public Health

6/21/07  
Date

**EL DORADO COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
**Helen K. Baumann, Chair**  
El Dorado County Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:  
Cindy Keck, Clerk

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