

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
DEPARTMENT OF SOCIAL SERVICES AND LAKE COUNTY
BEHAVIORAL HEALTH FOR PROVISION OF LPS
CONSERVATORSHIP SERVICES**

This MOU is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and Lake County Behavioral Health, hereinafter referred to as "LCBH", collectively referred to as the "parties". The LCDSS Director shall administer this MOU on behalf of LCDSS.

Per Welfare and Institution Code 5351 the County acting jointly under the provisions of Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government code, the Governing Board has designated Lake County Department of Social Services to provide conservatorship investigations as set forth in this chapter. The Governing Board has designated that conservatorship services be provided by the Public Guardian or agency providing Public Guardian services.

1. TERM

This MOU shall commence on July 1, 2017, and shall terminate on June 30, 2019 unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

2. COMPENSATION

LCBH has been selected by LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Work), incorporated herein by this reference. Compensation to LCDSS shall not exceed seventy-two thousand four hundred dollars (\$72,420.00) annually for a total of one hundred forty four thousand eight hundred forty dollars (\$144,840.00).

LCBH shall contract for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein.

3. TERMINATION

This MOU may be terminated by mutual consent of the parties or by the LCDSS Director upon 30 days written notice to the other.

Upon termination, LCDSS shall be paid a prorated amount for the services provided up to the date of termination.

4. MODIFICATION

This MOU may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of the parties.

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5. NOTICES

All notices between the parties shall be in writing addressed as follows:

LCDSS
P O Box 9000
Lower Lake, CA 95457

LCBH
P.O. Box 1024
Lucerne, CA 95458

6. EXHIBITS

The MOU Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions

7. TERMS AND CONDITIONS

Each party warrants that it will comply with all terms and conditions of this MOU and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

This MOU constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.



LCDSS Director Crystal Markytan



Behavior Health Administrator
Todd Metcalf

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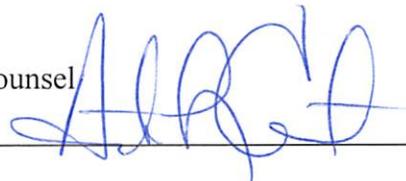
CHAIR, Board of Supervisors

ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

By: _____

APPROVED AS TO FORM:
ANITA L. GRANT

County Counsel

By: _____ 

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EXHIBIT "A" – SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

LCBH:

Temporary Conservatorship (T-Con)

The T-Con must originate from an acute psychiatric facility or other facility in which psychiatric treatment has been provided. This will ensure that the client's behavior is due to a mental illness.

1. The LCBH discharge planner will, upon being notified by the treating psychiatric facility, refer to LCDSS, the Office of the Public Guardian (PG) to initiate conservatorship proceedings. Discharge planner will send an email to LCDSS notifying them of pending referral from psychiatric facility.
2. Upon receipt of the physician's declaration, justification, and recommendation for conservatorship, LCBH will review such documents and contact LCDSS if any questions arise;
3. LCBH will continue to proceed with discharge planning and advise the LCDSS of any change in client status;
4. Upon notification by the PG that a T-Con is in place, LCBH will begin to search for an appropriate placement;
5. Once an appropriate placement is found, LCBH will notify the PG of the placement so that LCDSS can coordinate the necessary authorization for treatment with the placement;
6. LCBH will coordinate with the placement and the treating psychiatric facility to arrange and/or ensure the transfer of the client to the placement;
7. LCBH will arrange transportation of the client to the placement;
8. Upon notification of LCBH by LCDSS of a hearing date, LCBH will coordinate transport of the client to the hearing as needed.

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Annual Conservatorship Review

For clients placed within Lake County:

1. When noticed of an upcoming annual conservatorship review hearing date, LCBH will arrange to review evaluations conducted by two professionals who have such expertise;
2. LCBH will ensure that all relevant treatment and placement records are forwarded to the evaluators;
3. LCBH will notify the placement of the hearing date, and coordinate transport of the client to and from the evaluation appointment;
4. LCBH will ensure that the evaluation reports are forwarded to LCDSS;
5. If the initial evaluator's report recommends the dropping of the conservatorship, LCBH will cancel the second evaluation and inform LCDSS;
6. LCBH will coordinate transportation of the client to and from the hearing should the client choose to attend the hearing.

For clients placed outside of Lake County:

1. LCBH will respond to the PG's notification of any challenges related to scheduling the required evaluations and assist as needed;
2. If needed, LCBH will schedule the evaluations to be conducted within the county and transport the client to and from the evaluation.

Contested hearings:

1. Once notified by the LCDSS of a contested hearing, LCBH will arrange an evaluation to determine the appropriateness of an LPS conservatorship;
2. LCBH will transport the client to and from the evaluation as needed;
3. LCBH will ensure that all reports are forwarded to LCDSS for inclusion in its report to the Court;
4. LCBH will transport the client to and from the hearing as needed;

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For conservatorships pursuant to Section 1370 of the Penal Code:

1. When a client is deemed to be incompetent to stand trial, and unlikely to be restored to competency, and an order is received by LCBH from the Court ordering an evaluation for either a Murphy's or LPS conservatorship, LCBH will schedule an evaluation by a professional experienced in determining the appropriate conservatorship;
2. LCBH will ensure that all reports are forwarded to LCDSS for timely filing with the Court;
3. Once a conservatorship is established, LCBH will engage in placement efforts for the client.

Other services:

For all conserved clients, LCBH will provide case management and discharge planning services as required.

Case management includes discharge planning and consists of:

1. Regular contact with the placement to ensure the client remains at the appropriate level of care;
2. For clients placed inside Lake County, LCBH arranging housing as needed and coordinating enrollment in treatment services including mental health services, substance use services, medication management, and referrals to outside providers as need indicates;
3. Providing housing subsidies based upon the client's financial need;
4. Providing crisis services as needed;
5. Assisting the placement in determining when a higher or lower level of care is indicated and assist in effecting a transfer, notifying the PG of any change in placement;
6. Arranging such placement change;
7. Assisting the placement in providing transportation to and from appointments as needed.

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8. For clients placed outside of Lake County, making quarterly face-to-face contact with the client and the treatment team to review the treatment needs and discharge plans of the client;
9. When notified by LCDSS of concerns responding to issues and/or concerns that might compromise the placement;
10. Providing transportation as needed to all hearings and approved home visits;
11. Notifying LCDSS that the client is in need of money for basic necessities.
12. If LCBH is notified that a third party has stepped forward to offer assistance, LCBH will refer that party to LCDSS for follow up and to determine the ability of that party to provide for basic needs of food, clothing, and shelter.

In the event LCDSS gives a referral to LBCH for a professional assessment for suitability of placement of a third party, LBCH will complete an assessment and submit findings to LCDSS.

LCDSS:

Temporary Conservatorship (T-Con)

1. LCDSS will receive an email from LCBH discharge planner notifying them of a pending T-Con referral.
2. When LCDSS receives a referral from treating psychiatric facility, they will coordinate with medical staff regarding required paperwork, including the physician's declaration for conservatorship in order to begin the conservatorship process.
3. LCDSS will contact LCBH when all conservatorship paperwork has been received and share documents with LCBH.
4. The LCDSS will maintain communication with County Counsel during the T-Con process. Once the investigation is complete, LCDSS will give the information to County Counsel who will in turn create a document for the Court.
5. It is PG's responsibility to manage calendars and schedule T-Con hearings, after consulting County Counsel. LCDSS will notify LCBH of hearing dates.
6. LCDSS will timely notify clients regarding all hearings and court procedures.

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7. LCDSS will locate relatives and notice all relatives to the first degree.
8. LCDSS will write petitions based on information received during the conservatorship process and submit the petition to County Counsel.
9. LCDSS will submit original petitions and other reports to the Courthouse.
10. LCDSS will attend court when T-Cons are being discussed.
11. When a T-Con has been approved, LCDSS will notify LCBH.

Annual Conservatorship Review

1. LCDSS will notify LCBH ninety (90) days before the scheduled annual conservatorship review hearing date.
2. LCDSS will send required paperwork to treating facilities and doctors.
3. LCDSS will review evaluation reports received from LCBH.
4. LCDSS will prepare and submit petitions as needed once a person has been conserved while in correspondence with County Counsel.

Contested hearings:

1. If LCDSS receives notification that a contested hearing has been requested, they will notify LCBH within forty-eight (48) hours.
2. LCDSS will use the information received by LCBH to assist in writing the required reports for the Court regarding contested hearings.
3. LCDSS will continue to correspond with County Counsel.

For conservatorships pursuant to Section 1370 of the Penal Code:

1. If LCDSS receives information that a client is deemed to be incompetent to stand trial, and unlikely to be restored to competency they will notify LCBH.
2. Once LCBH has scheduled an evaluation, LCDSS will use this information with any other information they have, to assist in writing the report for the Court.

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Case Management Services:

1. Inventory and Appraisals: If client has personal property, LCDSS will request an appraiser to conduct an investigation and submit an inventory report to LCDSS.
2. LCDSS will keep regular accountings of revenue and expenses, take the lead role in audits by IRS/State/SSA, and supply accountings to the Court when needed.
3. LCDSS ensures that all bills of client are paid, including monthly share of cost billing from LCBH.
4. LCDSS also collects W-9s from vendors.
5. LCDSS will provide medical consent forms to appropriate doctors, agencies or hospitals when necessary for the client.
6. When necessary, LCDSS will apply for medical benefits for the client, complete redetermination paperwork, and find supplemental coverage when needed. LCDSS will notice client of all changes with their medical coverage.
7. When applicable LCDSS will complete Social Security Administrative (SSA) applications and participate in ongoing SSA audits.
8. LCDSS will approve spending allowances, approve purchases, shop for clients who are unable to do so themselves, and purchase clothing when needed.
9. LCDSS will interact with clients on a monthly basis to check in and address their needs.
10. If a facility requests a day pass for a client, LCDSS will contact LCBH and together they will determine if this is appropriate for the client to have a day pass. Once approved, LCDSS will sign the paperwork for the facility.
11. When LCDSS receives notice of intent to provide third party assistance, LCDSS will complete the assessment to determine suitability of placement.

In the event LCDSS determines need for a Behavioral Health perspective, LCDSS will make a referral to LBCH for a professional assessment for suitability for placement.

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LCBH and LCDSS

1. Both agencies agree to attend all hearings.
2. LCBH will continue to facilitate the monthly conservatorship meeting and LCDSS will attend.
3. Whereas, LCBH and LCDSS have established a meeting to discuss difficult cases when they arise, and have agreed to continue this practice as an ad hoc committee.

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EXHIBIT "B" – FISCAL PROVISIONS

INVOICES

- A. LCDSS shall submit monthly IDS forms to Behavioral Health requesting payment from Behavioral Health in the amount of \$6,035 per month no later than the 20th of each month following the month in which services were provided, except for the months of May and June which shall be submitted by June 10th.
- B. Behavioral Health shall process the monthly IDS forms making payment within fifteen (15) days of receipt.

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EXHIBIT “C” – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY

A. The parties ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security MOU, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Either party shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this MOU.

2. NON-DISCRIMINATION

A. The parties shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. BH shall comply with and annually sign the LCDSS “Assurance of Compliance” form.

3. ABUSE REPORTING REQUIREMENTS

A. BH shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to LCDSS Child Welfare Services.

B. BH shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to LCDSS Adult Protective Services.

4. SEVERABILITY

If any provision of this MOU is held to be unenforceable, the remainder of this MOU shall be severable and not affected thereby.