

INTER-DEPARTMENTAL MEMORANDUM OF UNDERSTANDING
FOR PROVISION
OF CONSERVATORSHIP ADMINISTRATION AND
INVESTIGATION SERVICES UNDER THE CALIFORNIA
ADMINISTRATION CODE (TITLE IX) AND
THE WELFARE AND INSTITUTIONS CODE (Division 5)

PURPOSE OF THE MEMORANDUM OF UNDERSTANDING (MOU)

The purpose of this MOU is to memorialize the current operating protocol between the Department of Health Services (DHS) and the Human Services Department (HSD) to comply with provision of the Lanterman-Petris-Short Act (LPS), (Welfare and Institutions Code, Division 5); and its accompanying regulations, which provide definitions, standards and procedures for administration and provision of LPS Conservatorship services. It is hereby understood and agreed between the Departments that the various terms, conditions, descriptions of services, responsibilities and other provisions shall be contained in the following MOU or Exhibits attached thereto.

STATEMENT OF INTENT

This MOU between the Director of Health Services and the Director of Human Services expresses the mutual desire of both Departments to deliver appropriate and high quality conservatorship services for persons who are "gravely disabled" by reason of a mental disorder or impairment. Our mutual goal is to provide each LPS conservatee with the most appropriate environment and direction for achieving the least restrictive level of living in the community, compatible with the person's abilities and resources.

This MOU provides for the planning, coordination, monitoring and evaluation of the care and treatment services received by the conservatee, facilitating the delivery of needed services, safeguarding the conservatee's legal, civil, and property rights, when conservatorship of estate is granted, and arranging for the re-establishment and/or transition of the conservatorship as indicated by the facts in each individual case.

Both Departments will make every effort to provide and arrange for services required by this MOU to the fullest extent possible within available resources and applicable law. The HSD Conservatorship program shall arrange services which address the individual needs of the conservatees utilizing all available community and personal resources necessary in order to achieve the desired treatment objectives and outcomes for each individual. The treatment needs of conservatees are high program priorities for County Behavioral Health Services and are taken into consideration when planning and developing the "continuum of mental health care" within the County. The success and effectiveness of the LPS Conservatorship Program and the Behavioral Health Services Program are interrelated.

BACKGROUND

On XXXXXXXX County Board of Supervisors approved the reorganization of County services, which included the transfer of the Public LPS Conservatorship functions and responsibilities from the XXXXX- Public Administrator Office to the Human Services Department Adult and Aging Services Division in order to coordinate with the functions of the Offices of the Public Conservator and Public Guardian.

A "Transition Team" was established by the Human Services Department with participation from all parties involved with the reorganization to prepare a plan for reorganizing those functions under the administration and management of the Director of Human Services. On xxxxxx, the Board approved an ordinance appointing the Director of Human Services to be the Public Guardian, Public Conservator, and Conservatorship Investigator. The transition began on xxxxxx. The actions of the Board include authorization to have the Director of Health Services and the Director of Human Services execute this Agreement.

RESPONSIBLE DEPARTMENTS

The specific departments involved in this MOU shall be the Sonoma County Department of Health Services, Behavioral Health Services Division, hereinafter referred to as "Behavioral Health Services," and the Human Services Department, Adult & Aging Services Division, Public Conservatorship Unit, hereinafter referred to as the "Conservator." The Conservator will be the designated investigation officer and court appointed conservator of the person and when necessary the estate of LPS cases. In accordance with the Welfare & Institutions Code (Section 5608), LPS Conservatorship Services shall be provided through this Protocol under the "general supervision" of the local Director of Behavioral Health Services or his/her designee.

TERM OF THE MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be in effect beginning on July 1, 2014 and renewed on a tri-annual basis subject to sufficient mental health general funds (realignment) in the Behavioral Health Division's approved budget to maintain the level of services as described in the MOU unless otherwise agreed upon by the parties involved or directed by the County Board of Supervisors.

I. SCOPE OF SERVICES PROVIDED

- A. The HSD Public Conservator will act as the LPS Conservatorship Investigation Officer in all initial referrals for appointment of an LPS Conservator, will petition for the establishment/reestablishment of an LPS conservatorship when appropriate, and will serve as the conservator of the person and or estate when so appointed by the court. Specifically, in fulfillment of these roles, the Public Conservator will:-

1. Upon receipt of a conservatorship referral pursuant to Welfare and Institutions Code section 5352, the Conservator's Office will do an initial investigation to determine whether it concurs with the recommendation for conservatorship, including whether there are suitable alternatives to conservatorship. . This initial investigation shall include an in-person interview with the proposed conservatee. If the proposed conservatee is located more than 60 miles from County the in-person interview may be completed by phone. On a case by case basis County Behavioral Health may request an in-person interview for an individual located more than 60 miles from County. The investigator shall also advise the proposed conservatee of his/her legal rights.
2. Upon receipt of a conservatorship referral from the criminal court pursuant to Penal Code sections 1368 et seq. or any court or person pursuant to Welfare and Institutions Code sections 5200 and 5201, the Conservator's Office will do an initial investigation to determine whether the defendant is gravely disabled as defined by Welfare and Institutions Code section 5008(h)(1)(A). If the referral from the criminal court involves a defendant with pending felony charges, the Public Conservator will also look for evidence of grave disability as defined in section 5008(h)(1)(B). In either case, the Public Conservator's investigation will include consultation with Behavioral Health.
3. Upon concurrence with a recommendation for conservatorship or acceptance of a referral from the criminal court, the Conservator will petition the Sonoma County Superior Court to establish a conservatorship, including where indicated a temporary conservatorship. The Conservator's office will provide the required legal noticing . Within thirty days of temporary appointment, or if none the filing of the petition, the Conservator shall file with the Superior Court a comprehensive, written investigation report pursuant to Welfare and Institutions Code section 5354 to the Superior Court, with copies to designated parties.
4. The Conservator will provide general oversight of the provision of food, clothing, shelter and treatment services to conservatees in accordance with the person's individualized mental health services plan as prepared by Behavioral Health Services. In carrying out these duties, the Conservator will work collaboratively with BH and respond to requests for placement approval within one business day.
5. The Conservator will safeguard important documents of all conservatees and safeguard the personal property of conservatees for whom Conservator is conservator of estate within the ability of the estate.
6. The Conservator may provide financial services to those conservatees who are under conservatorship of person and estate. The Conservator will maintain complete financial records of conservatorship estates in accordance with accepted accounting procedures.

7. The Conservator will maintain records consistent with Short-Doyle reporting requirements, including quarterly reports and information as mutually agreed upon by Behavioral Health Services and the Conservator. Upon request, the Conservator will provide to Behavioral Health Services all relevant fiscal and program information pertaining to LPS Services for budgetary and program reports and requirements.
8. The Conservator will prepare all necessary petitions related to conservatorship matters.
9. The Conservator will notify Behavioral Health Services and placement facilities of transportation and accommodation needs for upcoming court hearings.
10. The Conservator will notify potential witnesses (physicians and Behavioral Health Services clinical staff) regarding testimony for upcoming court hearings.
11. The Conservator, in consultation with Behavioral Health Services, will conduct investigation into the need for annual renewal of conservatorship and will secure medical opinions as necessary.
12. The Conservator will consult SCBH prior to deciding to terminate or not reestablish conservatorship, in addition to sending the re-establishment list.
13. The Conservator will provide annual accountings to Superior Court where there is conservatorship of estate.
14. The Conservator will attend case conferences regarding conservatees.
15. The Conservator will be available to Behavioral Health Services on issues relating to conservatees.
16. The Conservator will facilitate the prompt signing of admission documents, medication consents, investigations, interviews with conservatees and potential conservatees, and perform other duties within the scope of the conservator's authority.
17. The Conservator will provide direct contact telephone numbers to Psychiatric Emergency Services for emergencies which occur after normal business hours or on weekends.
18. The Conservator will instruct the Human Services Department's afterhours answering service to forward all afterhours callers identifying they are contacting the Conservator's office regarding a psychiatric emergency directly to Psychiatric Emergency Services.

19. The Conservator agrees to abide by all laws and regulations promulgated by appropriate federal, state or county governmental entities and cooperate with the Behavioral Health Patients' Rights Advocate for the County.
 20. The Conservator will provide to Behavioral Health Services access to their Policy and Procedures Manual on the operations of the LPS Conservatorship Unit.
 21. The Conservator will provide training and consultation services to Behavioral Health Services and the general public as appropriate.
- B. Behavioral Health Services will provide to the Public Conservatorship Unit the following services on behalf of LPS Conservatees:
1. Behavioral Health Services will provide transportation of conservatees served by SCBH and its contractors and arrange transportation to/from Court as appropriate, safe, and necessary. Transportation arrangements must be authorized by Behavioral Health Services.
 2. Behavioral Health Services will facilitate video conference Court appearances for those conservatees whom the Public Defender identifies as agreeing to appearance through video conference.
 3. Behavioral Health Services will assure provision of a written mental health services plan specifying goals for the individual's treatment within ten (10) working days of establishment of the permanent conservatorship (pursuant to W & I Code section 5352.6).
 4. Behavioral Health Services will provide the Conservator with a copy of the Behavioral Health Services Plan and the most recent Adult Needs and Strengths Assessment (ANSA) within fourteen (14) days of completion or update
 5. Behavioral Health Services will assign a "personal service coordinator" to all conservatees who are placed in treatment facilities by BH.
 6. Behavioral Health Services will provide ongoing case management services to conservatees open to BH.
 7. Behavioral Health Services will provide training and orientation on available mental health services to LPS Conservators as requested.
 8. When discharge, referral, transfer, placement, or other changes are contemplated by Behavioral Health Services staff, the Conservator or his/her designee shall be consulted for approval/consent prior to implementing such changes. In the event of an emergency, appropriate action shall be taken by

Behavioral Health Services and notification shall be made to the Conservator. Within one business day.

9. Behavioral Health will share all State reviews, regulations and statistical reports to and from the State regarding the LPS Conservatorship Program.
10. Behavioral Health Services will provide mental health intervention to conservatees in a psychiatric crisis, including coordinating all hospital and other sub-acute treatment program admissions.
11. Behavioral Health Services will facilitate medication management and other mental health support services for LPS conservatees who reside in community-based facilities and provide updates to the conservator regarding any changes in medication or support services.
12. Behavioral Health Services will provide physicians for medical testimony regarding contested conservatorships/court and/or jury trials.
13. Behavioral Health Services will provide licensed clinicians to be available if requested by the Conservator for consultation and/or court testimony when a conservatee files for a Least Restrictive Placement hearing.
14. Behavioral Health Services will provide written medical opinions for annual re-establishments of conservatorships under Welfare and Institutions Code upon request from the Conservator.
15. Behavioral Health Services will provide a clinical liaison to the Conservator and work in such a manner that will encourage communication to avoid misunderstanding and duplication of effort, promote efficiency and mutual problem-solving, and coordinate the sharing of information and services provided while maintaining the independence of each program.
16. Behavioral Health Services will follow internal policy concerning storing or safe-guarding personal property of conservatees.
17. Behavioral Health Services, including PES, will immediately notify the Conservator in the event that a conservatee is reported to be absent without leave (AWOL) from their treatment facility or an emergency placement change has occurred.

II. RESOLUTION OF DISPUTES OR CONFLICT

The purpose and intent of this signed MOU as developed between the two Departments is to establish a working relationship that minimizes potential conflicts of interest or disputes. However, if any conflicts or disputes arise which are not clarified by the Welfare and Institutions Code, the following procedures shall be followed by the Departments involved:

- A. When a dispute or conflict arises, the first point of contact is to be between the County Public Administrator/Guardian/Conservator Chief Deputy and Behavioral Health Services Program/Section Manager.
- B. The two Departments and involved staff shall meet within five (5) working days in order to discuss and attempt the resolution of the conflict or dispute. It is acknowledged by both Departments that the purpose of such meeting is to come to some resolution which is in the best interest of the Conservatee.
- C. Resolution of legal interpretation or application issues may be resolved through County Counsel's office..
- D. Resolution of administrative or financial issues may be resolved through the Department Directors.
- E. Should the need arise, each Department can request a meeting to amend the MOU during the contract period.

III. FUNDING AND FISCAL REQUIREMENTS

The Department of Health Services agrees to provide within available mental health general realignment funds, the required fiscal resources to reimburse the Human Services Department for services rendered as described in this Agreement. The Maximum Net Obligation from Department of Health Services to the Human Services Department is shown in Attachment I. This MOU covers the services provided by Conservator to Behavioral Health Services for LPS conservatees.

On an annual basis, during the regular County budget preparation period, the Human Services Department will submit to the Department of Health Services, Behavioral Health Division, information on the fiscal needs of the Conservatorship Program and budgetary justification to continue the level of services as described in the MOU, including any proposed increases due to but not limited to growth, statutory or regulatory changes, cost-of-living increases, or approved enhanced level of services provided by the Conservator.

As a result of this mutual planning process, the Department of Health Services, Behavioral Health Services Division, shall include in its proposed County budget plan an appropriate allocation of mental health realignment funds for the Human Services Department for continued provision of LPS Conservatorship services. The Human Services Department will include an allocation of resources to provide the appropriate conservatorship services in their County budget request.

The Human Services Department will provide the Department of Health Services, Behavioral Health Services Division, with a quarterly itemized statement of the total cost incurred for the services described herein. This statement must include revenue

from Conservatorship services rendered from other than mental health general funds (Conservatorship fees) and must be shown as an offset to the costs of providing services. This estimate can be adjusted at year-end depending on actuals.

With each statement, an estimate of staff hours must be provided with the breakdown according to investigation and administration services to be provided. This estimate can be adjusted at year-end depending on actuals.

Reimbursement for services provided as described in this MOU will total the Maximum Net Obligation as shown in Attachment I to be updated each year. Behavioral Health Services will reimburse the Human Services Department quarterly for services and expenditures made in the prior quarter.

IV. PROGRAM STAFF AND PERFORMANCE INDICATORS:

Details are shown in Attachment I.

V. PROGRAM MONITORING AND EVALUATION

The MOU will be monitored jointly by the Director of Health Services or designee and the Director of Human Services or designee with the purpose of evaluation within established criteria the overall effectiveness and quality of the services provided to conservatees under this MOU.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed.

HUMAN SERVICES DEPARTMENT

DEPARTMENT OF HEALTH SERVICES

, Director

, Director

Date: _____

Date: _____

Reviewed as to Substance:

, Director
Adult & Aging Division

, Director
Behavioral Health Division

Reviewed as to Form:

Deputy County Counsel

ATTACHMENT I

FISCAL REQUIREMENTS AND PERFORMANCE INDICATORS

FY 2013-2014

The parties agree as follows:

MAXIMUM NET OBLIGATION

The total gross personnel cost to Human Services Department is \$737,211 after an estimated annual revenue offset of \$20,000 is applied for FY 2013-14. The Maximum Net Obligation from the Department of Health Services is \$315,787. The remaining \$421,424 is unfunded.

PROGRAM STAFF

The LPS Conservator Unit in the Human Services Department is comprised of the following positions and cost:

Chief Deputy	45%	\$84,720
Supervising Deputy	50%	\$ 60,215
Deputy	100%	\$128,482
Deputy	75%	\$ 98,538
Deputy	25%	\$33,390
Deputy	25%	\$33,464
Deputy	25%	\$27,122
Account Clerk	20%	\$18,157
Accountant III	2%	\$3,528
Senior Office Assistant	100%	\$96,221
Senior Office Assistant	50%	\$52,475

19% Indirect \$120,899

Total Cost \$757,211

Less Estimated Annual Revenue \$20,000

Total \$737,211

Total Obligation from DHS \$315,787

Total Unfunded Amount \$421,424

PERFORMANCE INDICATORS for FY 2013-14

The conservator expects to:

1. Perform 150 investigations into the need for conservatorship, including referrals for conservatorship made by the criminal court;

2. Provide conservatorship services upto150 individuals.