

**ALAMEDA COUNTY
INTERDEPARTMENTAL AGREEMENT BETWEEN
SOCIAL SERVICES AGENCY-PUBLIC GUARDIAN-CONSERVATOR
AND
BEHAVIORAL HEALTH CARE SERVICES**

WHEREAS, the Short-Doyle Act, enacted in 1957, requires Counties to establish and maintain a community-based mental health system that includes case management; and

WHEREAS, the Lanterman-Petris-Short (LPS) Act of 1967 made a major change in the legal commitment process for the mentally ill by requiring a judicial hearing procedure prior to any involuntary hospitalization, and state funding for community mental health programs was increased; and

WHEREAS, pursuant to Alameda County Ordinance 89-26, which amended Alameda County Code Article 5-44, the duties of Public Guardian conservatorships (Probate and LPS) were transferred to Social Services Agency as of April 30, 1989; and

WHEREAS, the 1991-92 Governor's budget realigned mental health programs and shifted responsibility for funding and administration of local mental health programs to counties; and

WHEREAS, such 1991-92 Realignment funding for LPS Conservatorships is deposited to Alameda County Behavioral Health Care Services; and

WHEREAS, Alameda County Social Services Agency - Public Guardian-Conservator (SSA) provides mandated LPS Conservatorship services on behalf of Alameda County Behavioral Health Care Services (BHCS);

NOW THEREFORE, BHCS and SSA agree as follows:

I. RESPONSIBILITIES

- A. SSA agrees to assign staff designated by the Alameda County Public Guardian-Conservator to act as conservator for clients referred for LPS conservatorship services, which include Murphy conservatorships. SSA will manage conservatorship cases in accordance with local, state, and federal laws & regulations.
- B. BHCS will provide assigned SSA staff access to relevant records required to effectively establish and maintain LPS conservatorships consistent with the statutory requirements.
- C. BHCS will maintain the Murphy evaluator list and process evaluator payments directly.
- D. SSA and BHCS will participate in collaborative meeting efforts to jointly benefit the client.
- E. SSA and BHCS will coordinate during the annual budget process. SSA will notify BHCS when costs associated with program operations change.

II. BILLING AND COMPENSATION

- A. SSA will calculate LPS related costs quarterly using the County Expense Claim (CEC) process described as follows:

1. STEP 1: Determine the ratio of LPS Time Study Hours to Total SOCIAL SERVICES Time Study Hours:

The LPS program hours from the BOLT-ON Time Study System Time Study Summary (A1-A4) are divided by the Total Social Services Time Study Hours to arrive at the ratios that are applied to the costs pools to determine the LPS costs on the invoice.

2. STEP 2: Cost Pools:

Time study ratios calculated in Step 1 are applied to the following CEC cost pools:

- a. Social Services Casework Salaries.
- b. Social Services Allocable Support Staff Costs.
- c. Social Services Allocable Support Operating Costs.
- d. Social Services M&O Allocable EDP.
- e. Allocable General Staff Development.

3. STEP 3: Calculations:

The invoice amount is calculated starting with totaling the costs resulting from the time study ratios being applied to the cost pools, followed by three adjustments:

- a. 100% of Transportation costs is added.
- b. 50% of the Federal Subtotal (PIN CODEs 573 plus 574) is subtracted.
- c. LPS Fees collected are subtracted.

- B. SSA will invoice BHCS via the journal voucher process for the net costs described above on a quarterly basis.

- C. BHCS will pay SSA invoices within 30 days via the journal voucher process.

III. TERM

This agreement shall commence on July 1, 2016, and will automatically renew each fiscal year thereafter. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year.

IV. ENTIRE AGREEMENT; AMENDMENTS

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.

