



MARIPOSA COUNTY

HHS/Social Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2019-693

MEETING: December 10, 2019
TO: The Board of Supervisors
FROM: Chevon Kothari, Health and Human Services Director
RE: MOU with Calaveras County for Case Management of Public Guardian/Public Conservator Cases

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa Health and Human Services Agency (MCHHSA) and County of Calaveras Health and Human Services Agency (CCHHSA) to Provide Mutual Case Management Support for Public Guardian/Public Conservatorship; and Authorize the Director of MCHHSA to Sign the MOU.

The purpose of this MOU is to establish a framework of cooperation between County of Mariposa and County of Calaveras. Under the MOU, both parties will provide mutual case management support in the event that a conflict of interest is determined in the home County and other County has the capacity to provide such services. The services may include coordination of services for conserved clients and visits (face-to-face and tele) with clients as appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

There have been no previous actions by the Board for this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action would leave the conflict of interest issue regarding public guardian/public conservatorship unaddressed, and the respective county agencies would need to seek other costlier solutions, such as a third party resource.

FINANCIAL IMPACT:

This is a mutual aid agreement which will likely be cost neutral over the long run. Conflict of Interest cases are rare so the net cost impact would be small in a given year. Any net costs to Mariposa County would be paid in the Mental Health or Social Services budget units. There is no impact to the County General Fund.

ATTACHMENTS:

MOU 2020 - CC and MC Wcsignature (PDF)

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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Merlin Jones, District II Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

MEMORANDUM OF UNDERSTANDING

Between Mariposa County and Calaveras County

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Mariposa County and Calaveras County.

A. PURPOSE:

The purpose of this MOU is to continue to develop a framework of cooperation between Mariposa County and Calaveras County to provide mutual case management of Public Guardian/Public Conservator cases.

B. TERM:

The term of this MOU is July 1, 2019 through June 30, 2020.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Calaveras County Health and Human Services Agency Public Guardian/Public Conservator and the Mariposa County Health and Human Services Agency Public Guardian/Public Conservator agree to provide mutual case management support in the event both parties determine there is a conflict of interest in the home County and the other County has the capacity to provide such services. Services may include, but are not limited to:

1. Coordination of services for conserved clients.
2. Face-to-face and tele visits with clients as appropriate.
3. At a minimum, quarterly client needs assessments.
4. Legal coordination.
5. Coordination of support for conserved clients.
6. Documentation in/for respective case management systems.

B. COMPENSATION:

The total cost for this MOU is not to exceed \$10,000 per County. The Public Guardian/Public Conservator case management rate is \$51.04 per hour. Costs of this MOU will also include travel expenses, using the current federal mileage reimbursement per mile rate. Rates may increase up to 10% during the term of this agreement and become effective on the date of service.

Calaveras County will maintain a Public Guardian (CCPG) representative payee account for Social Security monthly deposits. The balance will remain at \$500.00, with overages sent to Mariposa County for client reimbursement for placement costs. The balance in the CCPG account can be used for P&I, clothing, and other needs to

improve client stability while in treatment. Upon an identified move to independent living, the CCPG office can save full client funds for three months prior to the move to be used for costs associated with moving and maintaining stability.

C. RESPONSIBILITIES:

Both counties agree:

1. If the client is conserved under Lanterman-Petris-Short (LPS), the home County will be responsible for full Behavioral Health clinical and management/support.
2. The home County will be responsible for full legal representation/support to conserved clients.
3. The home County will be responsible for the full costs of the conserved client, including, but not limited to, placement costs, actual hourly case management costs, etc.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. TERMINATION:

Either party may terminate this MOU at any time before the date of expiration by giving the other party written notice at least thirty (30) days prior to termination.

3. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

County of Calaveras
509 East St. Charles Street
San Andreas, CA 95249

Mariposa County Health and Human Services
Chevon Kothari, Director
PO Box 99
Mariposa CA 95338

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Chevon Kothari

Chevon Kothari/Director
Mariposa County Health and Human Services
Agency

11/17/19

Date

Kristin Stranger

Kristin Stranger/Director
Calaveras County Health and Human Services
Agency

11/5/19

Date

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL