Riverside County
Memorandum of Understanding

CONTRACTING PARTNERS: Riverside County Department of Mental Health and Riverside County Department of Public Health

MOU PERIOD: July 1, 2009 through June 30, 2010

TYPE OF SERVICE: Reimbursement to Public Health for the Services of a Public Health Nurse for Riverside County SB 163 Wraparound Services Program

WHEREAS, the Department of Public Social Services (DPSS) has contracted with the Department of Mental Health (DMH) to administer SB 163 Wraparound Services.

WHEREAS, Riverside County DMH desires to contract with the Riverside County Department of Public Health for the assignment of one Public Health Nurse V to provide individualized services for children/families enrolled in SB 163 Wraparound Services.

WHEREAS, Public Health is agreeing to participate in Wraparound and thus shall receive funding to perform those activities described herein, and as outlined in this MOU.

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<th>Authorized Signature for Public Health:</th>
<th>Authorized Signature for DMH:</th>
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<td>Printed Name of Person Signing:</td>
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<tr>
<td>Dr. Erick Frykman  MD, MPH, MBA</td>
<td>Jerry Wengerd</td>
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<td>Title:</td>
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<td>Director, Community Health Agency</td>
<td>Director, Department of Mental Health</td>
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<td>Public Health Officer</td>
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NOW, THEREFORE, DMH and Public Health mutually agree to the following:

I. SCOPE OF SERVICE

It is agreed that this Agreement establishes cooperation between the agencies for the assignment and reimbursement of the salary and benefits for one public health nurse.

II. DUTIES AND RESPONSIBILITIES

A. PUBLIC HEALTH DEPARTMENT RESPONSIBILITIES

1. Create one full time Public Health Nurse V position to be assigned to the Wraparound Services team to serve as the Public Health Nurse of record for all wards and clients admitted to Wraparound Services.

2. Afford DMH the opportunity for input on the final selection of the Public Health Nurse to be assigned to Wraparound Services.

3. Provide consistent assignment of the Public Health Nurse to Wraparound Services.

4. Supervise the Public Health Nurse for all public health functions as detailed in the Public Health Nurse job description.

B. PUBLIC HEALTH NURSE RESPONSIBILITIES

1. Maintain all required documentation as required by DMH as well as pertinent case documentation.

2. Participate in all mandated Wraparound training.

3. Follow all required SB163 requirements.

4. Participate in the development, and implement assigned portions of the Family Services Plan for each family.

5. Provide all public health services as described in the Public Health Nurse job description.

6. Attend case staffings and case screenings.
C. **DMH RESPONSIBILITIES**

1. Assume fiscal and programmatic management of Riverside County Wraparound Services.

2. Train the Public Health Nurse to document the mental health related Wraparound Services he/she performs while maintaining all required public health records and services.

3. Reimburse Public Health for the salary and benefits of the assigned Public Health Nurse through a journal voucher for public health services.

4. Provide, directly or through contract, Wraparound Services necessary for children to return from residential placements to their families per the SB 163 guidelines.

5. The Mental Health Services Supervisor will oversee the Public Health Nurses’ function on the Riverside Wraparound team. The Assistant Nurse Manager will oversee the standards of nursing practice for the PHN. If concerns or problems arise they will be discussed with the ANM for appropriate action.

6. Facilitate SB163 training to new Public Health Nurses.

III. **FISCAL PROVISIONS**

A. **CLAIMING**

On a quarterly basis, Public Health will submit a claim for reimbursement for the Public Health Nurses’ time and will attach staff time reports that correspond to the billing period. The quarterly claim is due to DMH Fiscal Analysis unit within 20 calendar days after the end of each quarter; October 20; January 20; April 20; July 20; DMH will reimburse public health immediately upon receipt of payment from DPSS.

B. **MAXIMUM AMOUNT**

Total payment under this MOU shall not exceed the total maximum amount of $120,000.00 per fiscal year for the salary and benefits of the Public Health Nurse.
C. **AUDIT DISALLOWANCE**

In the event that Public Health receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by DMH, Public Health shall promptly refund the disallowed amount to DMH on request.

IV. **TERMINATION**

Withdrawal from this agreement will be through formal written notice of no less than (90) days, allowing sufficient time to maintain the integrity of the program and reduce any negative impact on the program, clients, and staff.

V. **ALTERATION**

Alterations in this agreement will be made in writing and approved by both parties.

VI. **CONFIDENTIALITY**

Both parties agree to adhere to all Federal, State, and local confidentiality laws and regulations.

VII. **HOLD HARMLESS**

Each party shall indemnify and hold harmless the other party from liability or damages resulting from its own actions or omissions including those of its' officers or employees in the performance of this agreement.

VIII. **PERIOD OF PERFORMANCE**

This agreement will be renewed on an annual basis for successive one-year periods unless terminated.