

MONTEREY COUNTY
INTER-DEPARTMENTAL AGREEMENT

Between

HEALTH DEPARTMENT
Behavioral Health Bureau

And

Office of The Public Defender

For the

Proposition 47 Grant Funded Services in Monterey County

January 1, 2018 through October 31, 2020

AGREEMENT

I. DECLARATION

This agreement is entered into the first day and effective as of January 1, 2018 by and between the **MONTEREY COUNTY DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH BUREAU**, hereinafter referred to as "**Behavioral Health**," and **MONTEREY COUNTY OFFICE OF THE PUBLIC DEFENDER** hereinafter referred to as "**Public Defender**." The purpose of this Memorandum of Understanding is to specify the services to be provided by the Public Defender within the framework and mandates of the **Bureau of State and Community Correction Proposition 47 grant funded program**.

II. BACKGROUND

A. Primary Population of Focus

The Program's primary population of focus is:

- Proposition 47 eligible clients in Monterey County

B. Participant Access to Program

C. Purpose

The Board of State and Community Corrections has awarded a 39 month \$6,000,000 grant to the Monterey County Health Department, Behavioral Health Bureau. The Grant entitled "No Zip Code Left Behind: Addressing Inequalities Through Collaborative Partnerships" will focus on individuals in the criminal justice system in need of mental health, substance abuse treatment and supportive services needed to eliminate barriers to successful reintegration into society and reduce the recidivism rate of people convicted of less serious crimes.

The goals and objectives for this proposal focuses on increasing the progression and recovery rate of this population by providing sentencing reclassification services to Proposition 47 eligible individuals in Monterey County.

D. Basic Guidelines

It is understood between the parties that BSCC Grant funding must be used prior to August 30, 2020, and that all expenditures of funds must adhere to the guidelines contained in the grant requirements. It also is understood that Behavioral Health bears oversight responsibility for administration of these allocations and must monitor each participating agency's adherence to mandated guidelines.

The target population to be served through this MOU is Proposition 47 non-violent felony offenders whose offenses can be reclassified by an experienced Deputy Public Defender.

III. DUTIES AND RESPONSIBILITIES

Office of the Public Defender Agrees to:

- Provide one full-time (1.00 FTE) Deputy Public Defender (DPD) assigned exclusively to the BSCC Prop 47 Grant Program.
- Assist all referred clients in evaluation and processing reclassification documents for their sentencing status (if eligibility requirements met).

- Provide quality access to justice for all parties involved.
- Collaborate with other agencies involved in working with this population of individuals.
- Submit data on the percentage of cases reclassified on a quarterly basis.
- Provide full access to the manner and specifics of the expenditures of all allocated funds from the grant.
- Attend collaborative meetings, when necessary, to coordinate the overall implementation of the BSCC Grant funding.
- Attend team meetings when necessary.
- Communicate regularly with **Behavioral Health** regarding program implementation.

BEHAVIORAL HEALTH AGREES TO:

- Provide a total not to exceed \$681,000 in allocated funds from the **Bureau of State and Community Correction Proposition 47 grant funded program** during the three-year agreement period from January 1, 2018 through October 31, 2020, to be disbursed through Intra-fund Transfer (**EXHIBIT B**) on a monthly basis upon presentation and verification of receipts, payroll reports, or other proofs of expenditure. **Public Defender** estimates that \$227,000 per program year may be expended on 1.0 FTE Public Defender IV. Any fund balance will roll over to the following program year.
- Collaborate with the Public Defender to implement and refine the Program, as needed;
- Collaborate with the Public Defender to develop a system of tracking and follow-up on the effectiveness of services provided and the reclassification outcomes for each client referred etc.

Expected outcomes for Program Participants are:

- Reclassification for 200 individuals per year (dependent on court approval);

These outcomes are expected to result in more stable and independent functioning of Proposition 47 clients in the community; breaking the cycle of incarceration and successfully reintegrating as productive members of their community.

IV. INDEMNIFICATION

As the parties to this agreement are Departments of Monterey County, there are no indemnification or insurance requirements.

V. CONFIDENTIALITY

To the extent permitted by law, **Public Defender, Behavioral Health and MILPA** agree to share information regarding the court-involved individuals affected by this Memorandum of Understanding. Clients shall be identified by case number or by last name and first initial to maintain confidentiality. The sharing of information related to specific case histories, as permitted by law, is deemed essential to interagency collaboration, and will be utilized only to gain an understanding of the needs of the client and to improve the planning, delivery and evaluation of services.

VI. TERM

This agreement shall commence January 1, 2018 and remain in full force and effect through October 31, 2020, unless sooner terminated as provided herein. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. This agreement is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of both parties.

VII. FISCAL

Behavioral Health shall serve as the fiscal agent for this agreement. **Public Defender** shall provide services under this agreement. **Behavioral Health** shall reimburse **Public Defender** for services rendered as outlined in **Section III** of this agreement in accordance with the budget detailed in **Exhibit A. Behavioral HEALTH** shall transfer reimbursement of costs through Intra-fund Transfer Account #023-4000-HEA012-8410-6613-PROP 47 in accordance with **Exhibit B**. Funding available for FYs 2018-2020 **shall not exceed \$681,000**.

Public Defender shall invoice **Behavioral Health** monthly. **Public Defender** shall submit a monthly claim for payment using the form attached as **Exhibit B**, with back-up documentation, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the terms and conditions and may cause reimbursement to be delayed. Expenses may only be incurred during the specified program periods.

VIII. MEETING/COMMUNICATION

Behavioral Health and **Public Defender** shall continue to monitor implementation of this program primarily through communication between the Public Defender and the Behavioral Health Services Manager at Behavioral Health and/or their designee. The focus of the monitoring activity will be to review and evaluate operations to ensure that appropriate participants are receiving services. Other meetings shall be scheduled as needed to discuss other areas that affect either party in this agreement.

X. EXHIBITS

The following Exhibits are attached and incorporated herein by reference:

Exhibit A - Budget for FY 2018-18

Exhibit B - Invoice/Expense Transfer Request

XI. NOTICE

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

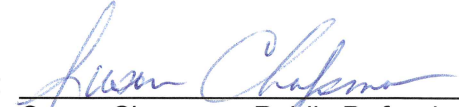
Elsa Jimenez
Director of Health
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906

Susan Chapman
Public Defender
Office of the Public Defender
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first hereinabove written.


By: 
Elsa Jimenez, Director of Health
Monterey County Health Department

Date: 01/25/2018

By: 
Susan Chapman, Public Defender
Office of the Public Defender


Date: 12-4-17

APPROVED AS TO LEGAL FORM:

By: 
Deputy County Counsel

Date: 1/16/2018

APPROVED AS TO FISCAL PROVISIONS:

By: 
Chief Deputy Auditor/Controller

Date: 1-17-18

EXHIBIT A:

Proposition 47 Grant Funded Reclassification Services w/Public Defender

During the term of this agreement, from January 1, 2018 through October 31, 2020, the actual costs to be reimbursed by Behavioral Health to the Public Defender shall not exceed **\$681,000**.

Program Year	Agency	Staffing	Prop 47 Est Annual Budget
1	Public Defender	1.0 FTE Deputy Public Defender	\$227,000
2	Public Defender	1.0 FTE Deputy Public Defender	\$227,000
3	Public Defender	1.0 FTE Deputy Public Defender	\$227,000

EXHIBIT B

Proposition 47 Grant Funded Reclassification Services w/Public Defender

Request for Transfer of Revenues Public Defenders Office

Please make the following revenue transfer:

TO: MONTEREY COUNTY Office of the Public Defender
Account # 001-2270-8169-PUB001-7305-PROP 47-BH01

FROM: MONTEREY COUNTY DEPARTMENT OF HEALTH, BEHAVIORAL
HEALTH BUREAU
Account # 023-4000-HEA012-8410-6613-PROP 47

For Services Provided During the Month of: ____/____/____
(month/day/year)

Service Provided	Claimed Expense	Amount Reimbursed	Revenue To Transfer

Authorized by: _____
Signature Date

Printed Name: _____

Title: _____