

MEMORANDUM OF UNDERSTANDING FOR LPS SERVICES

I. PARTIES and PURPOSE.

THIS Memorandum of Understanding ("MOU") is made and entered into by and between the County of Mendocino, a political subdivision of the State of California (herein referred to as "Mendocino") and the County of Sonoma, a political subdivision of the State of California (herein referred to as "Sonoma").

Mendocino and Sonoma desire to establish a collaborative relationship for Sonoma County Public Guardian/Conservator to become appointed the Public Conservator on a specific LPS conservatorship matter, Mendocino County Superior Court Case No. SCUK-LPSQ-2013-1665, which is sensitive to Mendocino County Public Conservator and requires ongoing services in Mendocino County; and

It is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws; and

NOW, THEREFORE, Mendocino and Sonoma mutually agree as follows:

II. MUTUAL RESPONSIBILITIES. The parties hereto agree to perform the following mutual responsibilities:

- A. Upon approval of this MOU, and with the direct assistance of Mendocino County Counsel's Office, Sonoma County Public Guardian/Conservator will prepare and file the Petition for Successor Conservator. Upon the Mendocino County Superior Court appointing Sonoma County Public Guardian/Conservator the conservator in the sensitive case, the Sonoma County Public Guardian/Conservator will immediately commence the responsibilities under this agreement.
- B. Conservatorship proceedings for this sensitive case will be held in the venue of Mendocino County Superior Court. Sonoma County Public Guardian/Conservator will make a Deputy Public Conservator available to manage the case and to appear in all court proceedings in Mendocino County via zoom unless the court orders an in-person appearance by the Sonoma County Public Guardian/Conservator. The Sonoma County Public Guardian/Conservator will ensure compliance with all applicable federal, state and local laws, and will maintain decision making authority and oversight regarding the case. Such decision-making authority and oversight includes but is not limited to:
 - a. communicating with conservatee, conservatee's service providers, conservatee's counsel, and Mendocino County Counsel;
 - b. making all decisions on behalf of the conservatee's person only (not estate) in compliance with all applicable laws and court orders, including but not limited to placement decisions, approvals of medications and pass requests; and

- c. responding to third party requests for information and/or records, including those of conservatee's family and support(s) and obtaining appropriate signed Release(s) of Information/Authorizations for Disclosure prior to any release or disclosure of the same.
 - C. Mendocino County Counsel's Office will represent Sonoma County Public Guardian/Conservator in the Conservatorship of the Person and in all LPS conservatorship court proceedings related to this sensitive case and will work with the Sonoma County Chief Deputy Public Conservator to handle matters pertaining to the LPS conservatorship case including providing legal consultation in the same manner as it would on behalf of Mendocino County Public Conservator.
 - D. Mendocino County Counsel's Office will prepare and file all documents in Mendocino County Superior Court through the electronic filing system, will serve electronic service of documents to all parties and counsel required to be served in the sensitive matter, and will assist with the filing of all required documents to facilitate remote appearance by video for the Deputy Public Conservator in all court proceedings, including hearings and contested trials in this matter.
 - E. Mendocino County Public Conservator will retain Conservatorship of the Estate and all related fiscal decisions and accountings and will ensure the conservatee's public benefits are maintained.
 - F. Sonoma County Public Guardian/Conservator will defer to and utilize Mendocino County Mental Health and Mendocino County Mental Health contractors for all services related to the Conservatorship of the Person (e.g., private placements, local service providers, expert forensic witnesses). Sonoma County Public Guardian/Conservator will be responsible for notifying Mendocino County Mental Health regarding any decisions made pertaining to the case, including those ordered by the Mendocino County Superior Court.
 - G. Mendocino County Mental Health will be responsible for finding and ensuring payment for the cost of all conservatee's LPS services during the pending conservatorship, including but not limited to: conservatee's placement, necessary treatment, and care. Sonoma County Public Guardian/Conservator will seek pre-approval by contacting Navin Bhandari, Acting Program Manager, County of Mendocino (707) 472-2349/ bhandarin@mendocinocounty.org, for services for which Mendocino County will be responsible for costs, in order to ensure contract(s) for such services are in effect, or to prepare a contract with a service provider as needed.
- III. **COMPENSATION FOR SERVICES.** Except for fees that may be granted to the Sonoma County Public Guardian/Conservator by the court, the parties agree there will be no compensation by Mendocino County to Sonoma County for the provision of the Deputy Public Conservator activities and services provided in this

case other than as specified for conservatee's conservatorship of the person, in Section II above. Should fees be granted by the court to the Sonoma County Public Guardian/Conservator, and deposited in the Mendocino County Treasury, Mendocino agrees to transfer those fees to the Sonoma County Public Guardian/Conservator for deposit in the Sonoma County Treasury.

- IV. **AMENDMENTS.** This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.
- V. **CONFIDENTIALITY.** The parties hereto shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this MOU. The parties shall not use information for any purpose other than carrying out their obligations under this MOU. The parties shall maintain confidentiality of all information gathered, reviewed, stored, reported and transmitted as required under California Civil Code section 56.10 and Welfare and Institutions Code section 5328. A party shall not disclose, except as otherwise specifically permitted by this MOU or authorized by the conservatee, any such information to anyone other than the other party, unless pursuant to court order. If a party receives any individually identifiable health information ("Protected Health Information" or "PHI") or creates or receives any PHI on behalf of the other party, the party shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder
- VI. **INDEMNIFICATION.**
Mendocino shall defend, indemnify and hold Sonoma harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to Sonoma's employee(s) and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Mendocino's services, operations or performance under this Agreement, regardless of the existence or degree of fault or negligence on the part of Sonoma, Mendocino, each County's subcontractors and employee(s), except for the sole or active negligence of Sonoma, its officers and employees, or as expressly prescribed in statute. This duty of Mendocino to indemnify and save Sonoma harmless includes the duties to defend set forth in California Civil Code section 2778.
- Sonoma shall defend, indemnify and hold Mendocino harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to Mendocino's employee(s) and the public, or damage to property or any

economic or consequential losses, which are claimed to or in any way arise out of or are connected with Sonoma's services, operations or performance under this Agreement, regardless of the existence or degree of fault or negligence on the part of Sonoma, Mendocino, each County's subcontractors and employee(s), except for the sole or active negligence of Mendocino, its officers and employees, or as expressly prescribed in statute. This duty of Sonoma to indemnify and save Mendocino harmless includes the duties to defend set forth in California Civil Code section 2778.

- VII. **TERM.** The term of this MOU shall be from the date this MOU becomes fully executed by all parties (the "Effective Date"), until two (2) years after the date this Agreement becomes fully executed. This MOU may be extended by mutual agreement of the parties at any time during the term of the MOU.
- VIII. **TERMINATION.** Either party may terminate this MOU in the event the other party becomes unable to substantially perform any term or condition of the MOU. The MOU shall terminate two (2) years after the date this Agreement becomes fully executed by the parties (the "Effective Date"), or upon the dismissal of the conservatorship, whichever comes first. Sonoma County Deputy Public Guardian/Conservator shall promptly notify Mendocino County Mental Health by contacting Navin Bhandari, Acting Program Manager, County of Mendocino (707) 472-2349/ bhandarin@mendocinocounty.org, upon the dismissal of the conservatorship and closure of case.

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

COUNTY OF SONOMA

By: _____
Angela Struckmann
Title Human Services Director
Sonoma County

Date: _____

**COUNTY COUNSEL REVIEW
(SONOMA):**

APPROVED AS TO FORM:
ROBERT PITTMAN,
County Counsel

By: _____
Deputy

Date: _____

COUNTY OF MENDOCINO

By: _____
Jenine Miller, Psy.D.
Behavioral Health Director
Mendocino County

Date: _____

**COUNTY COUNSEL REVIEW
(MENDOCINO):**

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

Date: _____

**MENDOCINO COUNTY INSURANCE
REVIEW:**

By: _____
Risk Management

Date: _____

**MENDOCINO COUNTY EXECUTIVE
OFFICE/FISCAL REVIEW:**

By: _____
Deputy CEO

Date: _____