

*Item available for public inspection in the Clerk's office during regular business hours (Monday - Friday, 9 AM - 5 PM)*

**February 7, 2023**

**Regular Meeting**

**Item #7G – Overview of New  
Requirements Related to  
Campaign Contributions (SB 1439)  
(Regular Agenda)**

**County Counsel**

**Revised Memorandum of  
Understanding**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
MONO COUNTY’S OFFICE OF THE PUBLIC GUARDIAN  
AND DEPARTMENT OF BEHAVIORAL HEALTH  
FOR COLLABORATION IN THE PROVISION OF  
LPS CONSERVATORSHIP SERVICES**

**RECITALS**

**WHEREAS**, Welfare and Institutions Code section 5351 authorizes the Board of Supervisors to designate the agency to act as the office providing conservatorship investigation pursuant to applicable provisions of the Lanterman-Petris-Short Act (Welfare and Institutions Code sections 5000 et seq.) (“LPS Act”) and further authorizes the Board of Supervisors to designate that conservatorship services be provided by the Public Guardian or agency providing public guardian services; and

**WHEREAS**, with the support of the Mono County Behavioral Health Department (MCBH), the Mono County Board of Supervisors has created an Office of the Public Guardian for Mono County, appointed the Director of the Department of Social Services (DSS) as the Public Guardian (PG), and has authorized the Public Guardian to provide public conservatorship services; and

**WHEREAS**, historically, MCBH has provided public conservatorship services for individuals conserved under the LPS Act and has paid for such services using MCBH funds; and

**WHEREAS**, in light of the transfer of these responsibilities to the Office of the PG it is now appropriate to define the roles of MCBH and the PG with respect to the establishment, administration and funding of LPS Act conservatorships;

**NOW THEREFORE**, the parties agree as follows:

This Memorandum of Understanding (MOU) is made and entered into by and between the PG and MCBH to memorialize the long history of a successful partnership in regard to the provision of public conservatorship services.

**I. PURPOSE**

The Mono County Public Guardian will provide conservatorship services for Mono County residents who are gravely disabled (unable to provide for their food, clothing, or shelter) due to a mental disorder or chronic alcoholism and who have been found by the superior court to be unable or unwilling to accept voluntary treatment. The purpose of this MOU is to establish a dual agency collaborative process to support timely level of care decisions for appropriate treatment and care of public conservatees.

**II. PROCEDURAL TERMINOLOGY**

“*Petition*” The initial documentation which must be filed with the superior court to initiate the LPS conservatorship process.

*“Temporary Conservatorship”* Pursuant to Welfare & Institutions Code section 5352.1, a temporary conservatorship may be established by the court for a period not to exceed 30 days and a temporary conservator may be appointed on the basis of a comprehensive report of the officer providing conservatorship investigation or on the basis of an affidavit of the professionally qualified person who recommended conservatorship, stating the reasons for his or her recommendation. During this 30-day period, the PG continues to investigate the needs of the temporary conservatee and seeks to protect and care for the person and his/her finances if temporary conservatorship of estate is court ordered.

*“LPS Conservatorship”* Prior to the conclusion of the 30-day temporary conservatorship, the PG (or his or her designee) files a conservatorship investigation report with the superior court containing all the elements required pursuant to Welfare and Institutions Code section 5354(a).

After hearing, if the court determines that the person with mental illness is gravely disabled, the court may establish an LPS Conservatorship and appoint the PG to serve as conservator. The LPS conservatorship lasts for a period of one year.

*“Annual Review”* An LPS conservatorship must be reviewed annually.

*“Renewal/Reappointment”* If the PG determines that a conservatorship will be required beyond the one-year period, the PG may petition the superior court for reappointment as conservator for a succeeding one-year period. The petition must be filed at least 6-8 weeks prior to the annual renewal date to allow time for the LPS petition to be filed and heard before the annual renewal date’s expiration. The petition must include the opinion of two physicians or licensed psychologists as required by Welfare and Institutions Code section 5361.

*“Discharge Planning”* MCBH will do the following to coordinate a transition from one level of care to another, with the following goals in mind:

- Assisting with re-entry to the community
- Providing the support needed to sustain the progress that was achieved during the in-patient care.
- Achieving continuity and coordination of care and treatment
- Providing and mobilizing a level of support that corresponds to what the patient would need for community living
- Minimizing the chances of relapse or immediate return to the hospital by making appropriate placement referrals.
- Preventing homelessness, suicide and/or being criminalized
- Ensuring early intervention during crisis and relapse
- Optimal health and well-being of the patient

### III. LPS REFERRAL PROCESS

#### A. Filing for a Temporary Conservatorship

1. A temporary conservatorship (hereinafter referred to as a “T-Con”) may originate as a referral from MCBH, an acute psychiatric facility or other facility in which psychiatric treatment has been provided, from a superior court, or from an in-custody evaluation in the Mono County Jail. When MCBH receives a referral packet from a treating psychiatric facility, or designated entity, MCBH will conduct a professional assessment regarding the client’s ability to provide for his/her basic needs of food, clothing, and shelter and if in agreement with the referring party that an LPS Conservatorship is appropriate, will forward the required documentation in the referral packet, including the physician's declaration, justification, and recommendation for conservatorship that establishes the presence of grave disability to the PG. The referral packet will include the following documents:

- a. LPS Referral Form ([Attachment #1](#))
- b. Investigation Questionnaire ([Attachment #2](#))
- c. Copy of the 5150 Application ([Attachment #3](#))
- d. Copy of the Notice of 14-Day Certification (5250) ([Attachment #4](#))
- e. Copy of the Certification Review Hearing Record and Decision (5250) (Attachment #5-pending)
- f. Copy of the Notice of Additional 30-Day Certification (5270), (if applicable)
- g. Copy of the Certification Review Hearing Record and Decision on the 5270, if applicable
- h. Copy of the 5-Day Notice of Intent to Establish a T-con ([Attachment #6](#))
- i. Copy of the Riese Hearing Order (if applicable) (Attachment #7-pending)
- j. Copy of Medication Sheets (Attachment #8-pending)
- k. Copy of Progress Notes (Attachment #9-pending)
- l. Copy of History and Physical (Attachment #10-pending)
- m. Copy of Physician’s Declaration ([Attachment #11](#))
- n. Copy of Physician’s Declaration: Treatment Consent Capacity ([Attachment #12](#))

2. Upon receipt of the LPS Referral Packet from MCBH, the PG will review the documents and interview the proposed Conservatee to determine if he/she has a viable plan to meet his/her needs for food, clothing or shelter.

3. If a petition is warranted, the PG shall file with the Superior Court the LPS petition. The PG will then schedule T-Con hearing. The PG will provide copies of the petition to the individual who originally recommended conservatorship, to the person or agency, if any, recommended to serve as conservator, (if the PG is not going to serve), and to the person recommended for conservatorship (Conservatee). The PG will also forward a copy of all necessary conservatorship petition documents to MCBH.

#### **IV. TEMPORARY CONSERVATORSHIP (T-CON)**

1. While a T-Con is being initiated, MCBH will continue with mental health discharge planning services and advise the PG of any change in client status within 24 hours.
2. Third-Party Assistance (W&I Code Section 5250 (d) (1). During the Temporary Conservatorship phase, the MCBH will explore if there are any appropriate family members or friends who can provide third party assistance. If there is a person interested in providing third - party assistance, MCBH will complete the assessment to determine the ability of that party to provide for basic needs of food, clothing, shelter and prescribed medication and will discuss it with the PG. If the PG agrees, the PG will recommend to the court to dismiss the petition.
3. PG will provide to the court a comprehensive, written investigation report pursuant to W&I Code Section 5354.
4. Upon notification by the PG that a T-Con is in place, or earlier, MCBH and PG will begin to search for an appropriate psychiatric placement in one of the following: Institute for Mental Disease (IMD), State Hospital, Augmented Board and Care, Secured Perimeter Skilled Nursing Facility, Mental Health Rehabilitation Center or a regular Board and Care.
5. Once an appropriate psychiatric placement is identified by MCBH, MCBH will consult with the PG to obtain the PG's approval for the placement. The PG will complete the relevant paperwork and coordinate the necessary authorization for treatment with the placement facility.
6. MCBH will coordinate with the psychiatric placement and the treating psychiatric facility to arrange and/or ensure the transfer of the temporary conservatee to the psychiatric placement.
7. MCBH will arrange transportation of the temporary conservatee to the psychiatric placement.

#### **V. LPS CONSERVATORSHIP HEARINGS**

##### **A. Participation in Court Proceedings.**

1. Once notified by the PG of the conservatorship hearing date, MCBH will attend all hearings and coordinate transportation of the temporary conservatee to the hearing as needed.
2. MCBH will ensure that all necessary documentation, including but not limited to medical/treatment records and declarations of treatment personnel, is provided to the PG no less than the two weeks before the conservatorship hearing.
3. The PG shall participate in all court conservatorship proceedings. The PG shall notify MCBH of all court approvals as they occur throughout the conservatorship process.

##### **B. Contested Hearings:**

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1. The PG shall rely upon mental health information received or created by MCBH in the preparation of reports to be submitted in the course of a contested hearing.
2. The PG will notify MCBH within seventy-two hours of its receipt of notice that a contested hearing has been requested.
3. MCBH shall arrange for the treating physician to testify at the hearing.

C. Management of Legal Calendars of the Proceedings and Provision of Notice

1. *Calendars.* It is the PG's responsibility to manage court calendars, which include court hearings, and LPS Renewal dates.
2. *Notification:* County Counsel is responsible for ensuring all legal notices are sent timely. PG will provide reasonable advance notice to MCBH of all hearing dates. The PG will timely notify clients, potential witnesses (physicians and facility staff) regarding all hearings and court procedures. The PG will locate and notify relatives as required by law.
3. *Annual Conservatorship Review.* The PG will notify MCBH no less than ninety (90) days before the impending annual conservatorship review hearing date.

## **VI. ASSET MANAGEMENT SERVICES**

1. MCBH shall notify the PG whenever MCBH becomes aware that the conservatee is in need of money for basic necessities.
2. *Inventory and Appraisals.* If the PG is appointed the Conservator of Estate and a client has personal property and/or real property, the PG will conduct an investigation (or request that a third party conduct one) to identify all estate assets and the PG will prepare an Inventory and Appraisal (I&A). If there are items listed on Attachment #2, the PG will send the I&A to the Probate Referee (per Probate Code Section 8902) for an appraisal of those items. Once the PG receives the I&A appraisal back from the Probate Referee, the PG will file the I&A with the court within 90 days of the Conservatorship Appointment date.
3. *Accountings.* When appointed the Conservator of Estate, the PG will keep regular accountings of revenue and expenses of the Conservatee's estate, take the lead role in audits instituted by the Internal Revenue Service, the State of California, the Social Security Administration, and/or the Veterans Administration and supply accountings to the superior court when required by law or otherwise requested by the superior court. The PG shall ensure that all bills of conserved clients are paid in a timely manner, including the monthly Share of Cost billing to MCBH from the conservatee's estate. The PG shall obtain all necessary W-9 forms from vendors.
4. The PG will maintain real and personal property up to code within resources of Conservatee.
5. The PG will sell personal and real property, when necessary for the care of the Conservatee, per Probate Code Sections 2545 and 2540 (b) respectively and/or abandon personal property of no value per Probate Code Section 2465.

6. The PG will coordinate with the family, the mortuary, and/or Coroner regarding burial arrangements.

7. *Application for Medical Benefits.* When necessary, the PG will apply for medical benefits for the Conservatee, complete redetermination paperwork, and find supplemental coverage when needed. The PG will notify MCBH and the Conservatee of all changes with their medical coverage.

8. *Social Security Coverage.* When applicable, the PG will complete Social Security Administration (SSA) applications and renewals for Conservatees, and participate in Conservatees' ongoing SSA audits.

9. *Veterans Administration (VA) Benefits.* When applicable, the PG will complete VA applications for Conservatees and participate in Conservatees' ongoing VA accountings/audits.

10. *Spending Allowances.* The PG will approve spending allowances, approve purchases, and shop for Conservatees who are unable to do so themselves. MCBH will assist the client in obtaining needed items. If a Conservatee does not have sufficient funds to cover needed additional items, other funding sources will be identified by MCBH.

11. *Managing Resources.* With proper documentation of monthly Share of Cost billing received from MCBH, the PG will manage and disperse funding as necessary from Conservatee accounts to ensure Conservatees who receive SSI benefits remain under the \$2,000.00 value limit so they are not at risk of losing their social security income. If the Conservatee only receives Medi-Cal benefits (not SSI), the spend down limit is \$130,000.

## **VII. CASE MANAGEMENT SERVICES**

1. *Client Interaction.* MCBH will conduct in-person visits with Conservatees as needed to check in and address their needs, and will provide a written summary of the visit to the PG. Additional interactions can be via phone, in person, or video conferencing.

2. *MCBH and PG Case Conferencing.* Monthly, or more often as needed, MCBH and PG will meet to ensure ongoing coordination and communication of Conservatees' needs, updates and changes.

3. *Day Passes.* If an out-of-county facility requests a day pass for a Conservatee, the PG, MCBH and the facility's Case Manager will consult regarding the request. In all cases, MCBH's and the facility's recommendation will be taken into consideration before final decision. Once approved, the PG will execute any necessary paperwork for the facility.

4. *Medical Consent.* The PG will provide medical consent forms to appropriate doctors, agencies, or hospitals when necessary for the Conservatee.

5. *Routine Medical Treatment.* The PG will authorize routine medical treatment in a timely manner when notified by treatment staff at a facility or hospital.

6. *Non-Routine Medical Treatment.* The PG will facilitate obtaining relevant Doctors' Declarations and filing a petition for court authorization for all non-routine (invasive) medical treatment in a timely manner.

7. *Housing*. MCBH will arrange Conservatee housing as needed and as appropriate, after consultation with current psychiatric placement, the PG and the Conservatee.
8. *Housing Subsidies*. MCBH will provide housing subsidies based upon the Conservatee's financial need and eligibility to receive housing services.
9. *Treatment Services*. MCBH will coordinate Conservatee's enrollment in treatment services including mental health services, substance use services, medication management, independent living skills, and referrals to outside providers as need indicates.
10. *Psychiatric/Medical Placements*. The PG and MCBH will meet to collaborate regarding psychiatric/medical placements when determined by a treating physician to be necessary.
11. *Case Management Calendars*. The PG will be responsible for maintaining public benefit spend downs, homeowner's insurance renewals, if applicable, and other recurring items related to the estate.

### **VIII. ANNUAL CONSERVATORSHIP REVIEW**

1. The PG will track the LPS annual renewal dates for each Conservatee.
2. Ninety days before the annual renewal date, the PG will send a notice to MCBH that the Conservatee's annual renewal date is pending and request the client be evaluated by MCBH and the treating physician to determine if client still meets criteria for LPS.
3. If the recommendation by the treating physician and MCBH is to renew the conservatorship, MCBH will consult with the PG. If the PG agrees to renewing the Conservatorship, MCBH will work with the placement facility and treating physician to arrange for a review/assessment to be conducted by two licensed psychologists or psychiatrists. The review/assessments will be completed in person or via a HIPAA-compliant TeleHealth platform. If necessary, MCBH will schedule the review/ assessment with a MCBH contracted psychologist or psychiatrist and transport the Conservatee to and from the evaluation.
5. MCBH will ensure that all relevant treatment and psychiatric placement records are forwarded to the evaluators.
6. MCBH will forward the following completed renewal documents to the PG at least 60 days before the Conservatorship renewal date:
  - a. Doctor's Renewal Declaration ([Attachment #13](#)) - includes an Inability to Attend Declaration
  - b. Renewal Petition ([Attachment #14](#))
  - c. Treatment Consent ([Attachment #15](#))
7. County Counsel will schedule the renewal hearing with the Superior Court and notify MCBH of the date upon receipt of the renewal documents.



8. MCBH will notify the psychiatric placement and treating physician of the hearing date, and coordinate transport of the client to and from the evaluation appointment.
9. If the initial evaluator's report recommends termination of the conservatorship, MCBH will notify the PG in writing as soon as possible.
10. The PG will take no action if the recommendation is to terminate the conservatorship, allowing the conservatorship to terminate by operation of law.
11. If there was a Conservatorship of Estate, the PG will file a final accounting and a Request for Discharge.

### **IX. CONTESTED RENEWAL HEARINGS**

1. Once notified by the PG of a contested hearing, MCBH will arrange an evaluation, conducted by a licensed psychologist or psychiatrist, to determine the appropriateness of a conservatorship. MCBH will submit a report to the PG within two weeks of notification.
2. MCBH will arrange transport of the client to and from the evaluation as needed. (Transportation process to be determined)
3. MCBH will ensure that all written reports are forwarded to the PG two weeks prior to the hearing for inclusion in its report to the Court.
4. MCBH shall arrange for the treating physician to testify at the hearing.

### **X. PENAL CODE SECTION 1370 PROCEEDINGS**

1. When a client is deemed to be incompetent to stand trial, and unlikely to be restored to competency, the court will initiate a conservatorship investigation. Once notified by the PG of that action, MCBH will then schedule an evaluation by a professional meeting all statutory qualification requirements who is experienced in identifying a grave disability due to mental illness.
2. MCBH will ensure that all written reports are forwarded to the PG two weeks prior to the hearing for timely filing with the court.
3. If, after the professional evaluation is completed and reviewed, it appears reasonably foreseeable that a State Hospital placement will be recommended, MCBH will initiate the application process as soon as reasonably possible.
4. Once a conservatorship is established, MCBH shall take all necessary steps to finalize psychiatric placement efforts for the client.

### **XI. MUTUAL OBLIGATIONS OF THE PARTIES**

#### A. Communication Between the Parties

Both the PG and MCBH acknowledge and agree that regular, timely, and accurate communication is necessary in order to ensure that conservatees receive the comprehensive and responsive care to which

they are entitled. To that end, the parties agree they will meet monthly for a case conference on each Conservatee, agree that each has an obligation to timely share with each other all relevant information related to a conservatee's conservatorship proceedings, treatment, placement, and service needs and each shall make all reasonable efforts to continually meet said obligation.

The PG and MCBH agree to provide access to each other's case file information.

#### B. Collaborative Approach

Both the PG and MCBH acknowledge and agree that the overarching goal of this MOU is to develop and maintain an effective collaborative response to needs of Conservatees and, to that end, hereby agree that each shall consistently perform their respective obligations under this MOU in such a manner as to advance that goal.

### **XII. GRIEVANCE**

The parties agree to provide a procedure through which recipients of MOU services shall have the opportunity to grieve or complain regarding service.

### **XIII. TERM**

This MOU shall commence on February 15, 2023, and shall continue until either party wishes to revisit terms. This MOU may be terminated by mutual decision of both parties, or by thirty (30) day written notice provided by either party. In the event of early termination, the PG shall be compensated at a prorated amount for services provided.

### **XIV. COMPENSATION**

MCBH has agreed to compensate PG for the public conservatorship services it renders pursuant to the terms of this MOU (per W&I Code Section 5352.5). Compensation to PG shall not exceed \_\_\_\_\_ per fiscal year.

### **XV. SUBMISSION OF INVOICES**

The PG shall submit a monthly IDS form to MCBH requesting \$\_\_\_\_\_, no later than the 20th of the month following the month in which services were provided, except for the months of May and June, which shall be submitted by June 5th. MCBH shall review and approve the PG's invoice and make payment within fifteen (15) days of approval.

### **XVII. INFORMATION INTEGRITY AND SECURITY**

The parties ensure that personal, sensitive, and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, PG MEDS Data Privacy and Security Agreement, Mono County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations, and policies. Either party shall immediately notify the other party of any known or suspected breach of personal, sensitive, and confidential information related to work under this MOU.

## **XVIII. NON-DISCRIMINATION**

The parties shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

## **XIX. REPORTING REQUIREMENTS – SUSPECTED OR KNOWN ABUSE**

### **A. Child Abuse.**

The PG and MCBH shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to Child Welfare Services.

### **B. Elder Abuse.**

The PG and MCBH shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to Adult Protective Services.

## **XX. ADHERENCE TO APPLICABLE DISABILITY LAW**

The parties shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

## **XXI. HIPAA COMPLIANCE**

The parties will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make their best efforts to preserve data integrity and the confidentiality of protected health information.

## **XXII. CONFLICTING INTEREST**

Neither MCBH nor its employees shall maintain or acquire during the term of this MOU, an interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

## **XXIII. DISPUTE RESOLUTION**

Although this MOU is expected to minimize disputes regarding what is a covered benefit under this agreement and what is not, it is expected that some disagreements may occur. Such disagreements should be resolved at the lowest level possible with the two departments and with a cooperative spirit. Should a dispute occur between workers of the respective departments, the next level Supervisor in each department should be consulted. It is the responsibility of these Supervisors to evaluate the case and determine the most appropriate handling of the matter.

## **XXIV. SEVERABILITY**

If any provision of this MOU is held to be unenforceable, the remainder of this MOU shall be severable and not affected thereby.

**XXV. MODIFICATION**

This MOU may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of the parties.

**XXVI. NOTICES**

All notices between the parties shall be in writing addressed as follows or emailed to a representative of the party designated by that party:

Public Guardian  
P.O. Box 2969  
Mammoth Lakes, CA 93546

Behavioral Health  
P.O. Box 2619  
Mammoth Lakes, CA 93546

This MOU constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties.

Approved this \_\_\_\_\_ day of February 2023:

PUBLIC GUARDIAN

BEHAVIORAL HEALTH DIRECTOR

\_\_\_\_\_  
Kathryn E. Peterson

\_\_\_\_\_  
Robin K. Roberts

BOARD OF SUPERVISORS

\_\_\_\_\_  
Rhonda Duggan, Chair

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel