



Steve Bullock
Governor

OFFICE OF THE STATE PUBLIC DEFENDER STATE OF MONTANA

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William F. Hooks
Chief Public Defender

MEMORANDUM OF UNDERSTANDING MENTAL HEALTH PROFESSIONAL

PROFESSIONAL’S NAME (please print): _____

This Memorandum of Understanding, Mental Health Professional (hereinafter referred to as “MOU”), is made between the State of Montana, Office of the State Public Defender (hereinafter referred to as “OPD”), and the undersigned Mental Health Professional (hereinafter referred to as “You/Your”).

In consideration of the mutual promises contained herein and other valuable consideration, the parties agree as follows:

PURPOSE. The Office of the State Public Defender (hereafter referred to as OPD) intends to contract with mental health professionals to assist in cases where an attorney deems professional services are necessary to effectively defend their clients. The purpose of this MOU is for the Mental Health Professional to provide effective assistance to both full-time employees of OPD and contract attorneys who may be assigned to OPD cases in the following areas of practice (Please **initial** all that apply to your area(s) of specialty.):

General areas of knowledge and skill:

- ___ 1. Children
- ___ 2. Juvenile
- ___ 3. Adult
- ___ 4. Geriatric
- ___ 5. Neuropsychological
- ___ 6. Developmental Disability
- ___ 7. Substance use

Specialized areas of knowledge and skills

- ___ 8. Abuse and Neglect (child, elder, domestic violence)
- ___ 9. Involuntary Commitment
- ___ 10. Competency/Fitness to Proceed
- ___ 11. Sex Offender Evaluations
- ___ 12. Guardianship/Conservatorship Proceeding
- ___ 13. Criminal Responsibility (knowledge and purpose)
- ___ 14. Sentencing mitigation (appreciates and conforms)
- ___ 15. Juvenile issues (fitness to proceed, transfer to adult court)

Other (specify) _____

1. **AGREEMENT.** You acknowledge that you have read the ethical and practice standards of your profession and that you will abide by said standards. You agree to comply with all OPD policies and procedures including the Mental Health Professional: OPD Protocol Governing Referral and Examination (hereinafter referred to as “Mental Health Protocol”), which may be periodically updated. In the event of an update, you will be notified of any changes by email. You additionally agree to complete required continuing educational units (CEUs) in courses relating to your area(s) of expertise. You further agree to comply with all other training requirements established by OPD’s Training Coordinator.
2. **CREDENTIALS.** You shall provide a summary of your education and experience to the OPD Mental Health Consultant such that the case elements may be matched with an appropriate mental health. Vita must be attached to this Memorandum of Understanding, Mental Health Professional (hereafter referred to as “MOU”). For any area you endorse as an expert, please submit a written redacted report for that area. For example, if you indicate you are an expert qualified to complete Sex Offender Evaluations and Competency/Fitness to Proceed Evaluations, you would submit two reports, one for each area of practice.
3. **CASE ASSIGNMENT.** The parties agree that OPD is not obligated to assign any cases to you and that you are not obligated to accept any case offered by OPD for assignment. Cases will be referred to you by an OPD attorney in accordance with your qualifications as previously outlined and as verified by your initials and the Mental Health Consultant. The Mental Health Protocol establishes the process and procedures used with all cases referred.
4. **INDEPENDENT CONTRACTOR STATUS.** You are, for all purposes arising out of this Memorandum of Understanding, an Independent Contractor. You shall not be deemed or considered an employee of the Office of the State Public Defender or the State of Montana. You shall complete the requirements of the Memorandum of Understanding according to your own means and methods of work, except as specified herein.
5. **LIASION.** The referring attorney, the Contract Manager, the Conflict Coordinator, or the Mental Health Consultant are the designated contract Liaisons to whom you shall report. You will respond in a timely fashion when questions or concerns arise relevant to the services you are providing to OPD.
6. **PRE-APPROVAL PROCESS.** It is further understood and agreed that **you will not exceed the referring attorney’s pre-approved mental health professional services request for funds per the Request for Pre-Approval of Client Costs, Mental Health Professional.** As indicated in the Mental Health Protocol, you will immediately contact the referring attorney if you determine that additional time is necessary to answer the referral question.
 - a. You must receive pre-approval of any additional amount for payment over and above the initial pre-approved amount, prior to providing additional services.
 - b. If you require additional time, you must submit a written statement to the referring attorney explaining the basis for the request. (See “Attachment J” of the Protocol for a sample letter for requesting additional funds.) Furthermore, you agree to communicate with the referring attorney in a timely fashion when questions or concerns arise relevant to the referral.

Post-approval of costs will not be granted except in extraordinary circumstances.

7. **COMPENSATION SCHEDULE**. It is understood and agreed that you will provide professional services at the reimbursement rate(s) indicated in the Protocol and the Mental Health Provider Fee Schedule, and that by signing this MOU you are agreeing to abide by said policies. It is understood and agreed that you will submit an itemized claim on the appropriate claim form provided by OPD, posted on OPD's website at www.publicdefender.mt.gov.
- a. At the conclusion of the referral, you will submit a timely written billing as indicated in the Protocol. **Claims submitted more than 45 days from the last day of the month of service will be denied.** Conflict and non-conflict matters are to be billed separately on the appropriate Mental Health Provider Claim form, **with original signatures** on each claim. Conflict claims are to be submitted directly to the Conflict Coordinator. Non-conflict claims are to be submitted to the appropriate Regional Deputy Public Defender. **Attach a copy of the pre-approval form to your claim.** The claim will then be processed for payment in accordance with the Contractor Payment Process.
 - b. The OPD Contract Manager will review, approve and pay properly executed claims within thirty (30) days of receipt by the Regional Deputy Public Defender or the OPD Central Office. It is understood that payment may be delayed if the claims are returned to you by OPD for correction or clarification or if the claim exceeds the pre-approved amount.
8. **EMAIL ACCESS**. You agree to maintain an active and functioning business email account during the term of this Memorandum of Understanding and will provide the address of that email account to OPD so that OPD may use it to communicate with you via email message as may be necessary. You agree to regularly check that email account for messages.
9. **TERMINATION**. This Memorandum of Understanding is for a term of two (2) years effective when signed by both parties. Either OPD or you, the Mental Health Professional, may terminate this MOU at any time upon written notice by registered mail, or personal delivery of notice by either party. In the event of termination you shall provide OPD with a written summary of any and all findings prepared by you in open cases.
10. **NOTICE OF DISCIPLINE**. You agree to notify the Contract Manager, the Conflict Coordinator, or the Mental Health Consultant within 10 days of any of the following events:
- a. Suspension of license;
 - b. Loss of license;
 - c. Loss of privileges; and
 - d. Termination of professional affiliation due to unprofessional and/or unethical conduct.
11. **CLIENT CONFIDENTIALITY**. It is your responsibility to uphold the highest level of confidentiality with any and all cases referred to you by OPD.
12. **INDEMNITY AND LIABILITY**. You shall indemnify and hold harmless the OPD from and against any and all claims, demands, or actions from damages to property or injury to third parties or other damage to third parties or entities arising out of, or resulting from your performance of services under this MOU, including but not limited to damages, costs and

attorney fees, provided such damage to property or injury to third parties is caused in whole or in part by the negligent act, error, or omission of you or any of your employees, agents, consultants, or subcontractors. Professionals shall provide a copy of their professional license and a copy of their malpractice insurance.

13. **VENUE**. In the event of litigation arising out of this Memorandum of Understanding, venue shall be in the Second Judicial District for Butte-Silver Bow County.
14. **ASSIGNMENT**. No assignment, transfer or subcontracting of this agreement may be made unless agreed to by both parties in writing.
15. **TOTAL CONTRACT**. This MOU incorporates by reference the Montana Public Defender Commission’s Standards Pursuant to the Montana Public Defender Act, as updated and published at <http://publicdefender.mt.gov>. It is your responsibility to maintain your Montana license, meet continuing education requirements, maintain liability insurance, and comply with your professional association’s ethical codes. Failure to do any of the preceding may result in termination of this agreement until such time as you have rectified the deficiency. Links to various policies and procedures are provided at the end of this MOU. You acknowledge that you have read said policies and procedures by placing your initials next to each link.
16. **DISCRIMINATION**. Any hiring of employees for support services under this MOU by you shall be on the basis of merit and qualifications, and there shall be no discrimination in such hiring or contracting on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. As used herein, “qualifications” mean qualifications as are generally related to competent performance of the particular occupational task.

<i>By initialing below you are acknowledging you have read each Policy and agree to abide by the same:</i>	
Administrative Policy #131: http://www.publicdefender.mt.gov/forms/pdf/131-ContractMHprof.pdf	_____
Mental Health Protocol: http://www.publicdefender.mt.gov/forms/pdf/MHProtocolNov2007.pdf	_____
Contractor Payment Process: http://www.publicdefender.mt.gov/forms/pdf/ContractorPaymentProcess.pdf	_____
Pre-Approval Policy: http://www.publicdefender.mt.gov/forms/pdf/125-Pre-ApprovalofCosts.pdf	_____

Your signature below indicates your acceptance of the above stated terms and conditions. Your signature also indicates that you have received, read, understand and agree to adhere to the *Mental Health Professional: OPD Protocol Governing Referral and Examination.*

Professional's Name (Please Print)

Address

Telephone Number

Email Address

Signature
*(Note: Stamps, photocopies and faxes are **not** accepted.)*

Date

Approved by:

OPD Contract Manager

Date

Return to: Central Office
Office of the State Public Defender
44 W. Park
Butte, MT 59701

<p>OPD Use:</p> <p>Updated Summary of Education and Experience Received (<i>Date</i>): _____</p> <p>MOU Received (<i>Date</i>): _____</p>
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