



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): _____

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 necessary to effectively defend their clients. Professionals shall provide a summary of their education and experience (e.g. Vita) to the OPD Mental Health Consultant such that the case elements may be matched with an appropriate mental health professional. Vita must be attached to this Memorandum of Understanding, Mental Health Professional (hereafter referred to as “MOU”). As a mental health professional, you acknowledge that you have read the ethical and practice standards of your profession and that you will abide by said standards. You, the undersigned professional (hereafter referred to as you/your), 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 (e.g. training session regarding the Mental Health Protocol).

You submit to be qualified by education and/or experience to provide effective assistance in the following areas (Please **initial** all that apply to your area of specialty and provide redacted copies of your most recent report(s) in each area checked):

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 psycholegal 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. **CASE 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. It is understood and agreed between you and OPD that OPD is not obligated to assign any specific number of cases to you, nor are you obligated to accept any case referred for assignment. The *Mental Health Professional: OPD Protocol Governing Referral and Examination* (hereafter referred to as "Protocol") establishes the process and procedures used with all cases referred.
2. **INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION OF COMPLIANCE WITH SECTION 39-71-401, MCA**. You are an independent contractor under this Memorandum of Understanding. Upon request, you will furnish to OPD certification establishing either that you have elected workers' compensation coverage for yourself or have an approved exemption from coverage, as required by applicable state law.
3. **LIASION**. Furthermore, you agree to communicate with the referring attorney in a timely fashion when questions or concerns arise relevant to the case.
4. **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 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. Post-approval of costs will not be granted except in extraordinary circumstances.
 - 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.
5. **COMPENSATION SCHEDULE**. It is understood and agreed that you will provide professional services at the reimbursement rate(s) indicated in the Protocol, and that by signing this MOU you are agreeing to abide by said Protocol. It is understood and agreed that you will submit an itemized claim as indicated in the Protocol.
 - 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 (the most current forms are always found at <http://publicdefender.mt.gov/forms.asp>). Conflict claims are to be submitted directly to the Central Office. 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.

6. **TERMINATION**. The term of this agreement is from July 1, 2012 through June 30, 2014. Any and all changes in address/contact information, suspension of license, loss of license, loss of privileges or termination of professional affiliation due to unprofessional and/or unethical conduct shall be reported to OPD.

Upon termination of said term, this agreement may be modified or extended for a like period by agreement, or terminated by either party. Finally, it is understood and agreed that this MOU may be terminated:

- a. by OPD, if it is determined that services are not being provided consistent with the Protocol or with OPD policies and procedures; or
 - b. by you, with 30 days written notice.
 - c. In the event of termination, you shall provide OPD with a written summary of any and all findings prepared by you in open cases.
7. **CLIENT CONFIDENTIALITY**. It is your responsibility to uphold the highest level of confidentiality with any and all cases referred to you by OPD.
8. **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.
9. **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.
10. **ASSIGNMENT**. No assignment, transfer or subcontracting of this agreement may be made unless agreed to by both parties in writing.
11. **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.
12. **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.

By initialing below you are acknowledging you have read each Policy and agree to abide by the same:

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 59101

OPD Use:

Updated Summary of Education and Experience Received (*Date*): _____

MOU Received (*Date*): _____