



Brian Schweitzer
Governor

OFFICE OF THE STATE PUBLIC DEFENDER STATE OF MONTANA

Chief Public Defender
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MEMORANDUM OF UNDERSTANDING MENTAL HEALTH EXPERT

EXHIBIT 15

EXPERT'S NAME (please print): _____

The Office of the State Public Defender (hereafter referred to as OPD) intends to contract with mental health experts to assist in cases where an attorney deems expert services necessary to effectively defend their clients. Experts 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 expert. Vita should be submitted electronically to drlaura@mt.gov or at minimum attached to this Memorandum of Understanding, Mental Health Expert (hereafter referred to as "MOU"). As a mental health expert, 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 expert (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 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):

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 (appreciate and conform)
- ___ 15. Juvenile issues (fitness to proceed, transfer to adult court)

Other (specify) _____

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 Expert: OPD Protocol Governing Referral and Examination* (hereafter referred to as "Protocol") establishes the process and procedures used with all cases referred. By signing this MOU, you are agreeing to abide by said Protocol.

It is understood and agreed that you will provide expert services at the reimbursement rate(s) indicated in the Protocol.

It is understood and agreed that you will submit an itemized claim as indicated in the Protocol.

It is further understood and agreed that you will **not** exceed the referring attorney's pre-approved mental health expert services request for funds per the Request for Pre-Approval of Client Costs, Mental Health Expert (Attachment A).

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.

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.

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.

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 Miscellaneous 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 (Attachment 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 (Butte). 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.

The term of this agreement is one (1) year. 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.

In the event of termination, you shall provide OPD with a written summary of any and all findings prepared by you in the case.

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.

It is your responsibility to uphold the highest level of confidentiality with any and all cases referred to you by OPD.

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 Expert: OPD Protocol Governing Referral and Examination.*

Expert's Name (Please Print)

Address

Telephone Number

Email Address

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

Date

Approved by:

Lawrence A. Murphy
Contract Manager

Date

Return to: Dr. Laura Wendlandt
Office of the State Public Defender
610 N. Woody
Missoula, MT 59802

OPD Use:

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

MOU Received (*Date*): _____

ATTACHMENT A
State of Montana
Office of the State Public Defender
**REQUEST FOR PRE-APPROVAL OF CLIENT COSTS MENTAL
HEALTH EXPERT**

All client costs exceeding \$200 per task in each case must be pre-approved by submitting this request form to the appropriate person as follows:

- The Regional Deputy Public Defender in cases assigned to an FTE, or a non-conflict case assigned to a contract attorney
- The Training Coordinator in cases assigned to conflict attorneys (*Eric Olson, 610 N. Woody, Missoula MT 59802*)
- The Chief Appellate Defender in appellate cases (*Jim Wheelis, PO Box 200145, Helena MT 59620*)

Requesting Attorney's Name

Date

Case Name

OPD Case Number

Task Provider's Name

Estimated Cost of Task

Per Protocol, type of MH Expert involvement requested:

- MH Expert Consultation
- MH Expert Screening
- MH Expert Evaluation (comprehensive evaluation)

Justification for Task, referral questions and Cost: _____

Next scheduled court appearance _____

Type and Estimated number of pages for Expert to review:

- Legal documents (_____ pages)
- Medical Record (_____ pages)
- Other records requested and have not arrived to date

Requesting Attorney Signature

Date

Please be advised that a **Memorandum of Understanding, Mental Health Expert** must be completed prior to Expert beginning work on this case.

EXPERT: Immediately contact the referring attorney at the first indication that additional time is necessary to answer the referral question! **Approval must be provided in order for payment over and above the initial pre-approved amount.** Justification must be provided regarding the specifics of what additional time spent on the case will entail. **Post-approval of costs will not be granted except in extraordinary circumstances.**

The Requesting Attorney must complete and forward this form to the appropriate person for approval (see above).

Authorized Signature Approve Deny

Date

(Regional Deputy Public Defenders complete the next section and submit to the Central Office for approval if the request exceeds \$1000. The Chief Public Defender will review FTE attorney requests. The Contract Manager will review contract attorney requests.)

I certify that I have reviewed the request which exceeds \$1000; have explored alternative, financially responsible options with the requesting authority, and recommend that the request be
 Approved Denied

Authorized Signature

Date

For Central Office Use Only
Non-Conflict Requests Exceeding \$1000

Approve Deny

Contract Manager/Chief Public Defender

Date

ATTACHMENT B

Contractor Payment Process

This procedure applies to all vendors (attorneys, investigators, mental health providers, etc.) providing services to the Office of the State Public Defender (OPD). Please note that attorneys are not to pay for other professional services and then request reimbursement—those services are to be billed directly to OPD by the non-attorney service provider.

*Conflict, non-conflict, and appellate matters are to be billed separately **with original signatures** on each claim, using the appropriate forms (the most current forms are always found at <http://publicdefender.mt.gov/forms.asp>). Conflict claims are to be billed directly to the Central Office. Non-conflict claims are to be submitted to the Regional Deputy Public Defender assigning the case. Appellate claims are to be submitted to the Chief Appellate Defender.*

Faxes, photocopies and signature stamps are not accepted.

Procedure

1. Claims for payment of services are to be submitted to the appropriate office by the tenth of the month following the date of service (i.e. a vendor providing services to OPD during the month of June must submit a claim to the appropriate OPD office by July 10).
2. OPD will pay properly executed and approved claims 30 days from receipt of the claim, beginning when the claim is date stamped by the first OPD office to receive the claim. **See the checklist below for important information regarding how to ensure that you are submitting a “properly executed claim.”**
3. Claims submitted to regional or appellate offices will be reviewed by the appropriate individuals to determine that the claim is valid and that services were provided in accordance with OPD and state policies and procedures. Once the claim is approved by the regional or appellate office it will be forwarded to the Central Office for final approval and payment.
4. Claims that are disputed by the regional or appellate office require written notification to the vendor explaining the dispute. The 30 day payment clock stops until the dispute is resolved. Once the dispute is resolved the 30-day clock resumes. For example, an office receives a claim on July 10 and date stamps the invoice, beginning the 30 day clock. The date that OPD expects to make the payment would be August 8. However, if the office disputes the claim on July 12 (stopping the payment clock) and resolves the dispute on July 15 (resuming the payment clock), the new payment date would be August 11.
5. Claims received in the Central Office (conflict claims and claims forwarded from regional or appellate offices) are reviewed for completeness using the checklist.
6. If all items on the checklist are complete, conflict and regional claims are forwarded to Contract Manager Larry Murphy for review. Appellate claims are forwarded directly to accounting.
7. Charges disputed by the Contract Manager will also be conveyed in writing. The 30 day payment clock stops until the dispute is resolved, as in item 4.
8. Disputed or incomplete claims are placed in a pending file until the issue is resolved. Contract management will follow up on a weekly basis to attempt to resolve pending claims.
9. Approved claims are forwarded to accounting for payment.
10. Payments are scheduled by due date—30 days from receipt in the Regional/Appellate office, (or Central Office for conflict cases) plus additional days caused by disputes or other delays.

Checklist

1. Conflict, appellate and non-conflict cases must be submitted separately. Submit a separate claim for each region in which you've worked and send it to the appropriate regional office for approval.
2. Each claim must include the **correct** OPD number(s) as assigned by the regional or appellate office. **You must have an OPD number to be paid. Many claims are delayed because of incorrect or incomplete OPD numbers.**
3. Each claim must include an itemization of the hours worked by case by date, summarized by OPD number on the appropriate claim form. Attorneys are to bill in six minute increments, (.10 equals six minutes). All vendors must outline completely the task billed.
4. Bill the actual amount of time worked on each task, not a preset amount for each task, *i.e.* every telephone call is **not .2**.
5. You may bill up to \$25 for your office costs such as postage, copies and telephone.
6. You may bill for collect calls from clients who are incarcerated. You must attach your phone bill and itemize those costs on the claim.
7. All claims must include **original** signatures, preferably in blue ink. Signature stamps, copies and faxes are not accepted. All signatures must be **on the same page as the total amount** of billing.
8. Attach back-up documentation including:
 - a. **Pre-approval form for costs exceeding \$200**
Many claims are rejected because pre-approval forms are not attached to the claim or the claim amount exceeds the pre-approved amount.
 - i. Claims will not be approved if the amount exceeds the amount of the pre-approval. Amounts exceeding the original estimate require an additional pre-approval which must be included with the claim.
 - ii. Work that is billed incrementally must have a copy of the pre-approval attached to each individual claim indicating the amount billed to date against the pre-approved amount. The original pre-approval should be retained in the regional office until the final claim is submitted.
 - iii. A pre-approval form is not a substitute for a claim form! The pre-approval, a detailed itemization of the actual work performed **and** a claim form are all required for payment.
 - b. **Travel forms**
 - i. Must include the purpose of the trip **and** the OPD number(s).
 - ii. Mileage is to be calculated at the approved state rate, currently .485 cents per mile. Do not round!
 - iii. Must include departure and arrival times if reimbursement for meals is requested (at state per diem rate only). Meal receipts are not required.
 - iv. Motel receipts must be attached.
 - v. Make sure the amount is transferred to the face of the claim form, **by OPD number**.
 - vi. The travel form should be directly behind the claim form.
 - c. **Detailed itemization of charges.**
 - d. **Receipts for any other miscellaneous costs must be attached.**
9. Ensure that the claim total appears on the top page, with back-up documentation directly behind the claim form.
10. Payment is made from ORIGINAL documents only—not faxes or photocopies. The original documents will be returned if they are incomplete.