

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: BEHAVIORAL HEALTH AND RECOVERY SERVICES

James P. Simon
BOARD AGENDA # _____

*B-1

Urgent _____ Routine X

AGENDA DATE August 28, 2001

CEO Concurs with Recommendation YES NO _____
(Information Attached)

4/5 Vote Required YES _____ NO

SUBJECT:

APPROVAL OF AGREEMENT WITH STATE DEPARTMENT OF REHABILITATION
FOR THE PROVISION OF COOPERATIVE REHABILITATION SERVICES

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE AGREEMENT WITH THE STATE DEPARTMENT OF REHABILITATION FOR THE PROVISION OF COOPERATIVE REHABILITATION SERVICES FOR FISCAL YEAR 2001/02
2. AUTHORIZE THE DIRECTOR, OR HIS DESIGNEE, TO SIGN THE AGREEMENT

FISCAL
IMPACT:

Behavioral Health and Recovery Services has included \$37,403 in expenditures and \$20,505 in state revenues in the budget for fiscal year 2001/02 for this service. The remaining costs to the organization (\$16,898) are covered by sales tax revenue. No additional funds are requested. There is no impact on the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2001-631

On motion of Supervisor Blom _____, Seconded by Supervisor Simon _____
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul _____

Noes: Supervisors: None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: None _____

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

James P. Simon

By: Deputy

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

APPROVAL OF AGREEMENT WITH STATE DEPARTMENT OF REHABILITATION FOR THE PROVISION OF COOPERATIVE REHABILITATION SERVICES

Page 2

DISCUSSION:

The Cooperative Agreement with the Department of Rehabilitation will ensure that a minimum of 52 mental health consumers will have access to training, education and employment to which they would not otherwise have access or would encounter barriers to accessing. These opportunities increase the potential for mental health consumers to move to self-sufficiency and increased quality of life.

The Cooperative Agreement is one component of a larger employment program effort that serves up to 200 consumers annually. The Agreement will provide clients with access to a Rehabilitation Counselor and funds to purchase job development, job coaching, tuition, books and supplies necessary to attend school or to maintain a job.

Behavioral Health and Recovery Services contributes match dollars, which allows the State Department of Rehabilitation to leverage Federal funds. Every local dollar draws three dollars of State and Federal funding. The combined amount funds a Rehabilitation Counselor and related case services. The State Department of Mental Health provides \$20,505 to support the agreement; remaining costs of \$16,898 are covered by sales tax revenue. Consumers who are actively participating in the organization's prevocational readiness program and who have developed a feasible goal in terms of working or pursuing additional education are referred to the Rehabilitation Counselor. Staff, the consumer, and the Rehabilitation Counselor work together to develop an Individual Work Rehabilitation Plan.

This Agreement provides individuals with a serious mental illness with access to a Rehabilitation Counselor. Dedicating this Counselor to individuals with a serious mental illness allows them access to services without having to compete with others seeking the Department of Rehabilitation's services. The Counselor has access to case service funds, which are used to assist consumers with job assessment, job development, and job placement. In addition, consumers may access these funds to pay for tuition costs at Modesto Junior College as they pursue the education necessary to develop long term career objectives. The Agreement also includes an outcome that identifies a minimum of 11 consumers who will successfully maintain employment as a result of services received.

POLICY
ISSUE:

The Agreement supports the Board of Supervisors' priorities of achieving multi-jurisdictional cooperation and facilitating economic development through training and job placement of individuals with serious mental illness.

STAFFING
IMPACT:

There is no impact on staffing.



BEHAVIORAL HEALTH AND RECOVERY SERVICES
A MENTAL HEALTH, ALCOHOL AND DRUG SERVICE ORGANIZATION

RECEIVED


LARRY B. POASTER, Ph.D.
Director

01 OCT 26 PM 1:19
800 Scenic Drive, Modesto, California 95350
Phone: 209.525.6225 Fax: 209.525.7420

BOARD OF SUPERVISORS

DATE: October 25, 2001

MEMO TO: Suzi Seibert
Stanislaus County Board of Supervisors

FROM:  Sharon Dean
Behavioral Health and Recovery Services

RE: Board Agenda # B-1

Agenda Date: 08/28/01

Board Action # 2001-631

The Agreement between Behavioral Health and Recovery Services and the State Department of Rehabilitation approved by the BOS on August 28, 2001, are enclosed for your records.

If you have any questions, please call me at 525-6020.

Thank you.

Enclosure

AGREEMENT NUMBER 23263

1. This Agreement is entered into between the State Agency and the Contractor named below
-
- STATE AGENCY'S NAME
Department of Rehabilitation
-
- CONTRACTOR'S NAME
Stanislaus County Behavioral Health and Recovery Services
-
2. The term of this Agreement is: **July 1, 2001 -Through- June 30, 2004**
-
3. The maximum amount of this Agreement is: **\$ 0.00** County Cash Match: **\$37,403.00 F.Y. 2001/2002**
-
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this Reference made a part of the Agreement:

Exhibit A - Scope of Work	2 Page(s)
Exhibit B - Budget Detail and Payment Provision	1 Page(s)
Attachment I - Program Budget Summary	1 Page(s)
Attachment II - DR Program Budget	1 Page(s)

* Exhibit C - General Terms and Conditions	GTC201	02/20/01
Exhibit D - Special Terms and Conditions		4 Page(s)
Exhibit E - Additional Provision		1 Page(s)

* View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

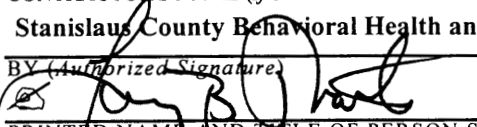
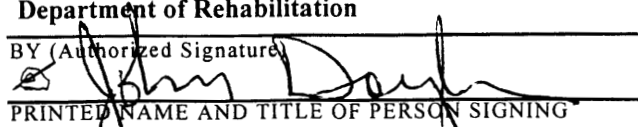
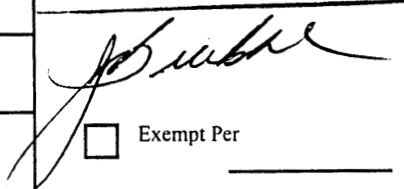
CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Behavioral Health and Recovery Services	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/4/01
PRINTED NAME AND TITLE OF PERSON SIGNING Larry B. Poaster, Ph.D., Director	
ADDRESS 800 Scenic Drive, Modesto, CA 95350	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/27/01
PRINTED NAME AND TITLE OF PERSON SIGNING John Doyle, Chief, Budgets and Contracts	
ADDRESS 2000 Evergreen Street, Sacramento, CA 95815-3832	
<div style="border: 2px solid black; padding: 5px; display: inline-block;"> APPROVED OCT 10 2001 </div> DEPT OF GENERAL SERVICES  <input type="checkbox"/> Exempt Per _____	

EXHIBIT A

COOPERATIVE CONTRACT Stanislaus County Behavioral Health and Recovery Services Plan of Operation

SCOPE OF WORK

I. Introduction

This contract is designed to jointly serve the mutual clients receiving services from Behavioral Health and Recovery Services (BHRS) (formerly known as County Mental Health) and the Department of Rehabilitation's (DR) Vocational Rehabilitation (VR) program.

The vocational rehabilitation services identified in this cooperative program constitutes a unique pattern of service for DR clients.

These contracted services are not mandated, or otherwise provided by the contracting agency.

This cooperative contract provides cash match resources to fund a DR counselor, and case service funds to purchase vocational rehabilitation services for cooperative program clients through various community service provider agencies.

During fiscal year 2000-2001 there shall be a total of 100 unduplicated clients who shall receive services through this cooperative program. As a result of the services provided through this contract, it is expected that DR will:

- Open 52 new cases (status 02)
- Develop 42 new Individual Plan for Employment (IPE)
- Close 11 cases successfully (status 26).

At no cost to the Department of Rehabilitation the Behavioral Health and Recovery Services' Employment and Housing Services (EHS) Employment Specialists work with clients both on an individual and group basis.

Services provided on an individual basis include assessment of a client's readiness to participate in a DR Individual Plan for Employment, mental health counseling support to clients while they participate in educational/training activities, liaison to BHRS and other service providers, and assisting clients in the development of job skills.

Services provided on a group basis are done through EHS' Prevocational Skills Labs, which are conducted by the Employment Specialists. This is an open-ended, on-going group that is designed to allow the DR client to make an informed choice as to whether they want to return to work or go to school in order to improve their career options. Classes include topics such as self esteem, socializing at a work site, assessing barriers to getting a job, assessing personal skills, how to apply for a job, working and benefits, and accommodations under the Americans with Disabilities Act.

II. Contract Administrator/Program Coordinator

Department of Rehabilitation
Ted Noren
2285 Morello Avenue
Pleasant Hill, Ca 94523
(925) 602-3952

Behavioral Health and Recovery Services
Glenn Hutsell
621 14th Street
Modesto, CA 95354
(209) 569-0373

III. Linkages to Other Community Agencies

EHS continues to link with Modesto Junior College in order to transition and maintain common clients/students in that educational system. EHS has begun to access services at this County's One Stop Center, which is located within blocks of EHS' main site in Modesto. Also through linkages with the Employment Development Department, the Community Services Agency, and Social Security.

IV. In-Service Training

Employment and Housing Services and DR staff shall continue joint meetings, where each is being cross-trained in the other agency's mission, services, procedures, and professional approach.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- I. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination were made.
- II. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.
- III. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- IV. There are no oral understandings or agreements that are not incorporated in this contract.
- V. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
- VI. Cash Match. Each fiscal year, Contractor will pay to State, quarterly, in advance, upon receipt of an invoice from State, all cash matching funds which are identified within the "Program Budget Summary" for that fiscal year. State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by State from Contractor shall be exclusive funds of State.

The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DR Program Budget Summary".

- VII. Annual Percentage of Time/Number of Hours. The percentage of time/number of hours of staff positions reflected on the budgets may be based on an "annual" percent of time/number of hours rather than monthly. As a result, the monthly billing invoice may or may not reflect the percentage of time/number of hours budgeted. However, the Contractor must monitor the time devoted by staff on each contract for overall consistency with the contract terms. Records supporting the amount claimed must be retained for audit purposes. The percentage of time/number of hours claimed "in total" cannot exceed the annual percentage of time/number of hours budgeted. Any changes to the annual percentage of time/number of hours of a staff position requires a contract budget revision.

PROGRAM BUDGET SUMMARY
Stanislaus County
Behavioral Health and Recovery Services
Fiscal Year 2000/2001

July 1, 2000 – June 30, 2001

	<u>TOTALS</u>
DR PROGRAM COSTS (From DR Program Budget)	\$ 175,603

TOTAL PROGRAM COST	\$ 175,603
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COOPERATIVE AGENCY CASH CONTRIBUTION MUST COME FROM NON-FEDERAL FUNDS. THE SOURCE OF FUNDING FOR THE CASH CONTRIBUTION IS STATE GENERAL FUNDS.

COOPERATIVE AGENCY SHARE	\$ 37,403 (at 21.3% Cash Match)
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TOTAL DR SHARE	\$138,200
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TOTAL BUDGET	\$175,603
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DR PROGRAM BUDGET SUMMARY
FISCAL YEAR 2000/01
July 1, 2000 to June 30, 2001

Department of Rehabilitation Services

<u>ITEM</u>	<u>TOTAL</u>
Rehabilitation Counselor Unit(s) 1 FTE @ \$100,073.00/Counselor Unit	\$ 100,073
Case Services (Individual Client Expense)	\$ 75,530
Case Service contract(s), if applicable N/A	
TOTAL DR PROGRAM COST	\$ 175,603

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. Pattern of Services

The provision of the specific vocational rehabilitation services under this contract are to be those other than the traditional personnel roles/services of the cooperative agency. The services provided constitute a unique, reconfigured, new or expanded pattern of service with a vocational rehabilitation focus.

II. Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

III. Manual

Contractor acknowledges that they were provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for the Fiscal Year(s) covered under this contract, and they specifically agree that they will comply with all provisions of the Contract Manual applicable to Cooperative Agreements.

IV. Settlement of Disputes

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the contractor and State shall be brought to the attention the local Department of Rehabilitation District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

V. Rehabilitation Act

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, and the State Plan for Vocational Rehabilitation Services. Client eligibility, and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative, supervisory, technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

No provisions of this contract shall be interpreted to authorize expenditures or payments for items not strictly in conformance with applicable State or Federal guidelines.

VI. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's non-represented employees. No expense for travel outside of the State of California shall be reimbursed.

VII. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

VIII. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by State. Any information obtained by Contractor in the

performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by State.

Contractor agrees to maintain the confidentiality of any information concerning any individual clients it may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

IX. Audit Requirements

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal law. Contractor shall provide State's staff access to all Contractor's records and evaluations of individuals referred to the program, with the written consent of the individual.

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable law. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

X. Time Allocation Documents

For all staff of the contractor working under the term of the contract, either in whole or in part, an acceptable method of cost accounting for the time must be established and such records kept that would satisfy State and Federal audit requirements.

Contractor specifically agrees that all contract staff shall prepare time allocation documents that support the distribution of salaries invoiced to DR. The time allocation documents shall specify:

1. Total hours worked on DR contract activities/services including,
 - a) A specific identification of the DR activities/services provided; and
 - b) A listing of clients who received DR services during this period.
2. Total hours worked for all programs.

Further, time allocation documents shall be completed at least monthly and be signed by the contract staff.

EXHIBIT E

ADDITIONAL PROVISIONS

I. **Contract Monitoring and Reporting Process**

The DR Contract Administrator shall monitor the contract by:

- Reviewing Monthly Production and Encumbrance Reports.
- Frequent telephone contact with the Program Manager.
- Reviewing contract objectives and DR client authorization utilization on a quarterly basis.
- Meetings with all contract partners on a quarterly basis.

II. **Transportation of DR Clients** –Transportation will not be provided to DR- clients under this contract.