

**COUNTY OF SAN MATEO
INTERDEPARTMENTAL CORRESPONDENCE**

Date: June 4, 2001
Hearing Date: June 19, 2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Glen H. Brooks, Jr., Director, Central Region

SUBJECTS: Resolution authorizing the execution of an agreement with California State Department of Rehabilitation to provide benefit planning services for County Mental Health clients receiving Social Security benefits

RECOMMENDATION

Adopt a resolution authorizing the execution of the agreement with California State Department of Rehabilitation (DR) and the County of San Mateo for the provision of enhanced benefit planning services to psychiatrically disabled Social Security recipients through the Individual Self Sufficiency Planning Project (ISSP) for the period July 1, 2001 to June 30, 2002.

BACKGROUND

HSA and DR have jointly provided vocational services to mental health consumers for over ten years. Effective January 1, 1999 DR has awarded funds from Social Security Administration (SSA) to develop a five (5) year research and demonstration project to document to what extent the provision of education and support around work incentive issues might lead to reduction or elimination of Social Security benefits to recipients. Waivers have recently been authorized by Social Security Administration for participants in this project. Participants are provided with guidance in utilizing work incentives and these new waivers to increase incentives to realize employment goals and achieve increased levels of self-sufficiency. HSA was selected for participation largely due to the integrated service delivery system of PeninsulaWorks which provides education, resource linkage, and advocacy to promote employment of individuals with severe psychiatric disabilities who receive Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI).

DISCUSSION

This agreement will continue the project into the fourth year of the proposed five-year funding, which is anticipated to continue through September 30, 2003. The project mission is to apply a rigorous data collection and research component to 100 active cases in order to track return to work levels and cost savings to the Social Security Trust fund. An evaluation of the costs versus

benefits of these services will be conducted during and at the end of the five-year demonstration project. If success of the project merits continuation, we may explore potential funding streams to continue services when the grant ends. The contract and resolution have been approved by the County Counsel's office.

PERFORMANCE

	FY 2000- 2001 Projected	FY 2001 - 2002 Goals
Clients obtaining employment	69	75
Clients utilizing work incentives/waivers	75	85
Reduction/elimination of cash benefits	42	60

Fiscal Impact

This agreement will provide funding for salary and benefits for two (2) unclassified Vocational Rehabilitation Counselors II/III positions (\$141,712) and two (2) unclassified Employment Service Specialists II (\$121,795) for total funding of \$263,507. These positions are fully funded by the Social Security Administration through State Department of Rehabilitation. Funding has been included in the FY 2001-2002 budget. There is no Net County Cost.

X6579 Glen H. Brooks, Jr.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT WITH THE CALIFORNIA STATE DEPARTMENT OF REHABILITATION FOR BENEFIT PLANNING SERVICES FOR MENTAL HEALTH SOCIAL SECURITY RECIPIENTS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, County Human Services Agency (HSA) has developed a contract with the State of California Department of Rehabilitation for the provision of enhanced benefit planning services for mental health consumers on Social Security benefits for the period 7/1/01 – 6/30/02, and

WHEREAS, this program provides valuable services to maintain the employment status and increase self-sufficiency of individuals with severe psychiatric disabilities who receive Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI); and

WHEREAS, this Board acknowledges the benefits and responsibilities to be shared by both parties to said contract, and wishes to execution of the agreement thereto; and

WHEREAS, this Board has been presented with a form of the contract and has examined and approved it as to both form and content and desires to enter into the contract:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**EXHIBIT A
ISSP CONTRACT
COUNTY OF SAN MATEO
VOCATIONAL REHABILITATION SERVICES (VRS)
& DEPARTMENT OF REHABILITATION (DR)**

**PLAN OF OPERATION
FISCAL YEAR 2001-2002**

SCOPE OF WORK

I. Introduction

The California Department of Rehabilitation (DR) was awarded funds from the Social Security Administration (SSA) to develop and implement a five-year research and demonstration project. Its purpose is to develop an integrated service delivery system which increases employment and retention of employment of individuals with severe psychiatric disabilities who receive Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI). San Mateo County Human Services Agency was selected to implement the project with Vocational Rehabilitation Services (VRS), its county run employment services program, designated to be the demonstration site. This contract continues the demonstration project which began 1/1/99.

II. Services to Be Provided

This contract will provide State funding for 2 County Service Coordinators and 2 County Benefits Coordinators who will be County employees. This staff will provide the following services:

A. Service Coordination. The Service Coordinator will provide and/or arrange for the support services necessary for the individual to obtain and maintain employment. For each individual choosing to participate in this project, an Individual Self Sufficiency Plan (ISSP) will be developed. This is a written agreement between the individual and VRS that will outline what benefits the participant is receiving, and

those elements identified as employment barriers. It will then indicate the services and supports that will be provided to address those barriers. Assistance will be given to implement the ISSP and ongoing support services will be provided. This position also provides for data collection on a monthly and/or quarterly basis to collect information for the research design.

B. Benefits Coordinator. The Benefits Coordinator will provide complete and accurate information on the impact working will have on an individual's range of benefits. (SSI, SSDI, Medi-Cal buy in, subsidized housing) The Benefits Coordinator will also facilitate the development of the individual's ISSP, and assist in the management of benefits and Social Security work incentives, advocate with SSA and coordinate services with treatment professionals, case management, DR, or other service providers. This position also provides for data collection on a monthly and/or quarterly basis to collect information for the research design.

III. Methodology

A. Referrals Program participants will be individuals with psychiatric disabilities who are recipients of SSI and/or SSDI. Referrals will come to the project through VRS. Before being enrolled in the ISSP Project, each potential referral will be provided information about the purpose of this project and the information that will be required of them as participants. They will be given the option of declining to participate. Each participant will sign an informed consent.

B. Service Delivery It is possible that the services provided by the Benefits Coordinator and Service Coordinator may be available to an individual who is not currently a client of the DR. However, if that individual is in need of services provided through the mental health cooperative program, those services may not be provided until that individual has been determined eligible for DR services and has a level of Severity of Disability (LSOD) score that is being served under the Order of Selection.

- C. **Advisory Body** Members of the San Mateo County B.E.S.T. Network (Building Employment Services Team), a collaborative of local rehabilitation agencies, and a local Social Security Administration project liaison will serve as the advisory board to the Contractor.
- D. **One Stop Involvement** VRS is co-located and is a partner of PeninsulaWorks San Carlos, one of three sites comprising the San Mateo County One Stop Career Center network. Resources and services include: vocational rehabilitation services, job seeking skills classes, job placement, housing and family programs, aid payment resources, State Employment Development Department (EDD) job services, community college and adult education resources, and other core, intensive and training resources mandated by the Workforce Investment Act. All of these resources will be available to individuals participating in this demonstration project.
- E. **State Level Support** The following positions will provide oversight, support and evaluation to the demonstration project:
1. State Department of Rehabilitation Contract Administrator will work closely with the Contractor and be responsible for the implementation of the work plan. The Contract Manager will develop or coordinate the development of required reports to the State Coordination Committee and SSA.
 2. A State Program Evaluator under contract with DR will work with the sites on data collection and reporting processes. The Program Evaluator will analyze and develop quantitative reports.

IV. Objectives

At least one hundred (100) individuals per year will be served in this demonstration project. As a result of this project it is expected that there will be:

1. Increased employment of program participants

2. Increased employment retention
3. Increased earnings among the project participants.
4. Decreased payments from SSA

V. Data Collection and Reporting Requirements

Under this agreement, the Contractor agrees to cooperate with the State DR Contract Administrator of the project to develop appropriate eligibility requirements, data collection and reporting mechanisms, and means by which to measure the above four objectives.

The Contractor will develop procedures to identify and verify social security numbers for all project participants. All data provided to the State DR Contract Administrator and/or Project Evaluator will include these validated participant social security numbers.

The Contractor further agrees to develop procedures to record and verify the beginning and ending dates of project participation and will record these two events on all data files submitted to the State DR Contract Administrator and/or Project Evaluator.

The Contractor will collect all data elements as required by SSA. This data will be collected for all program participants. Employment status data will be updated monthly. Project updates will be collected quarterly. Data will be submitted to Virginia Commonwealth University (VCU) as required until the data system is installed at the project site. Once installed, the data will be updated electronically on a monthly basis. Demographic information on new participant enrollees will be sent to DR for tracking and research match design purposes.

For purposes of tracking cost and benefit outcomes of the project, the Contractor will collect and track any necessary participant information as identified by the State DR Contract Administrator relating to any waivers that may be approved by SSA and offered to project participants.

VI. Contract Administrator/Contractor Program Coordinator

Department of Rehabilitation
Warren Hayes, Contract
Administrator
2000 Evergreen Street
Sacramento, CA 95815
(916) 263-8986

County of San Mateo
Human Service Agency
Vocational Rehabilitation
Services
Jeanette Ward, Program
Manager
550 Quarry Road
San Carlos, CA 94070
(650) 802-6478

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. Payment of Expenditures. By signing this contract, Contractor certifies under penalty of perjury that the Service Budget (DR 801A) does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.

State will pay the Contractor as invoiced monthly, in arrears for Contractor's actual cost in providing the services as identified on the "Service Budget (DR801A)." Total funds to be paid shall not exceed the amount specified in the "Service Budget."

The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.

Exhibit B (Continued)

- 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.

Attachment I

STATE OF CALIFORNIA
 SERVICE INVOICE
 DR 801A (REV. 02/98)

Original

DEPARTMENT OF REHABILITATION

Amendment

Revision

County of San Mateo Human Services Agency 550 Quarry Road San Carlos, CA 94070		Contract Number:	Federal ID Number: ID 94-6000-532	Page of Pages 1 of 1	
		Budget Period 7/1/01-6/30/02	Effective Date:	Effective Date:	
Line No.	Position Title/% of Time Expense & Description	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	ISSP SERVICE COORDINATOR - 2 FTE	121,795.00			121,795.00
2	ISSP BENEFITS COORDINATOR - 2 FTE	141,712.00			141,712.00
	TOTALS	263,507.00			263,507.00

Indirect costs are allowable costs incurred by an organization which support the activities of contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate.

1. ISSP Service Coordinator - 2 FTE at 40 hours per week, including salary and benefits (see duty statement and program narrative).
2. ISSP Benefits Coordinator - 2 FTE at 40 hours per week, including salary and benefits (see duty statement and program narrative).

Job Description: ISSP Service Coordinator

Title: Individual Self Sufficiency Project (ISSP) Service Coordinator

Basic Function: Participates in the development and implementation of the Individual Self-Sufficiency Plan; provides and/or arranges to be provided support services necessary for individuals with severe psychiatric disabilities to maintain employment.

Reports to: Local Site Director

Qualities sought: Ability to communicate well orally and in writing; ability to work well with others in a team environment.

Examples of Duties:

1. Conducts service needs assessment with individual participants.
2. Facilitates the development of the Individual Self Sufficiency Plan.
3. Coordinates individual service and support teams.
4. Reviews and revises ISSP with the individual as needed.
5. Assists individual with reporting wage information.
6. Refers to or provides advocacy services as needed.
7. Develops local resource networks.
8. Coordinates inter and intra agency services as needed.
9. Completes and transmits monthly project data.
10. Maintains individual participant time logs for units of service.
11. Develops and facilitates a local Interagency Task Force.
12. Reviews progress on local work plans with the local coordinating council.

Job Description: Benefits Coordinator

Title: Individual Self Sufficiency Project (ISSP) Benefits Coordinator.

Basic Function: Provides benefits/financial planning assistance to individual served in DR/MH cooperatives; facilitates the development of the Individual Self Sufficiency Plan.

Reports to: Local Site Director

Qualities sought: Ability to communicate well orally and in writing; ability to work well with others in a team environment.

Examples of Duties:

1. Evaluates current levels of benefits as well as basic, monthly living costs.
2. Develops the benefits section of the Individual Self Sufficiency Plan.
3. Conducts group and individual orientations regarding benefit programs.
4. Provides ongoing training and technical assistance on benefits to individuals.
5. Assists individual in accessing public benefits programs as needed.
6. Makes available information and helps implement SSA work incentive programs which facilitate return to work and maintenance of employment.
7. Reviews and assesses changing individual employment needs as they are related to impact on benefits.
8. Establishes an earnings and reporting system for incentive income with the local SSA field office.
9. Provides ongoing cross-training to all local stakeholders on benefits and their effects on employment.
10. Participate in ongoing training and technical assistance with the Benefits Consultant.
11. Maintain communication with the local SSA field office and attend project meetings.

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

Exhibit D (Continued)

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

1. Contract Monitoring and Reporting Process

The DR Contract Administrator will review and approve the DR 801B, Service Invoice submitted by the contractor.

2. Transportation of DR Applicants/Clients

No transportation will be provided.