



# RESOLUTION No. 18-573

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING THE RENEWAL MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE NEVADA COUNTY PROBATION DEPARTMENT AND THE DEPARTMENT OF SOCIAL SERVICES (DSS) RELATED TO DEVELOPING A COORDINATED SERVICES APPROACH BETWEEN DSS - CALWORKS AND THE COUNTY PROBATION DEPARTMENT FOR DUAL CLIENTS

WHEREAS, the purpose of this agreement is to develop a coordinated services approach between the Department of Social Services - CalWORKs (California's version of the Federal Temporary Assistance for Needy Families – TANF) and the County Probation Department for dual clients; and

WHEREAS, the Department of Social Services and the Nevada County Probation Department desire to enter into a collaborative Agreement whereby the Department of Social Services will provide reimbursement to Probation for a percent to total of CalWORKS recipients who are receiving Probation case management services; and

WHEREAS, the Department of Social Services receives funding from the State of California for the CalWORKs Single Allocation which may be used to support opportunities/services that can assist low-income residents in overcoming barriers to employment and assist CalWORKs participants to become financially self-sufficient; and

WHEREAS, the goal of service and case planning coordination is to prevent duplication of efforts and maximize funding and resources to better serve clients accessing both Department systems and break down barriers to employment; and

WHEREAS, a coordinated services approach will enable both DSS - CalWORKs and Probation to provide continued support to dual clients by intervening if problems arise; improving the likelihood of job placement and retention through the assistance of an Employment & Training Specialist, reducing the risk of re-offending behavior by providing treatment and employment services and helping probationers become tax-paying citizens through employment.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding (MOU) by and between the Nevada County Probation Department and the Nevada County Department of Social Services for funding Probation Department Case Management services and Administrative fees up to the maximum amount of \$55,000 for the term of July 1, 2018 through June 30, 2019 be and hereby is approved and that the Board of Supervisors authorizes the Director of the Department of Social Services and the Chief Probation Officer to sign said MOU.

Funds from Social Services to be disbursed from account: 1589-50105-494-5001/538560 and funds for the Probation Department to be deposited into revenue account: 0101-20320-201-1000/458060

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of December, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

  
Edward Scofield, Chair

12/11/2018 cc: DSS\*  
Probation\*  
AC\*

**MEMORANDUM OF UNDERSTANDING BETWEEN THE NEVADA  
COUNTY PROBATION DEPARTMENT AND DEPARTMENT OF SOCIAL  
SERVICES**

This Memorandum of Understanding (MOU) is entered into for Fiscal Year 2018-19, by and between the County Probation Department and the Department of Social Services (DSS).

WHEREAS, the purpose of this agreement is to develop a coordinated services approach between CalWORKs (California's version of the federal Temporary Assistance for Needy Families – TANF) and the County Probation Department. A certain number of adults are involved in both the CalWORKs and Probation systems. These adults must navigate between two different systems which often have conflicting requirements and timeframes. Service coordination and case planning prevents duplication of efforts and maximizes funding and resources to better serve clients accessing both systems.

WHEREAS, finding a job is challenging for most job seekers in this economy, it can be even more challenging for adults on probation. By having CalWORKs and Probation coordinate case plans and services, barriers to employment such as substance abuse, mental health, legal issues, and work restrictions can be identified and more thoroughly addressed.

WHEREAS, having a coordinated case plan will enable both CalWORKs and Probation to provide continued support by intervening if problems arise; improving the likelihood of job placement and retention through the assistance of an Employment & Training Specialist, reducing the risk of re-offending behavior by providing treatment and employment services, and helping probationers become tax-paying citizens through employment.

NOW, THEREFORE, it is mutually understood and agreed to between the parties as follows:

**SCOPE OF SERVICES:**

**Probation Responsibilities:**

- Probation staff will screen probationers to determine if they are receiving CalWORKs.
- Probation staff will complete a release of confidentiality agreement on identified shared clients, within 10 days of screening, for each probationer receiving or potentially eligible for CalWORKs.
- Probation staff will contact CalWORKs staff, within 10 days of screening, regarding identified shared clients to determine if identified CalWORKs probationers are required to participate in the Welfare to Work program.
- Probation staff will complete a risk/needs assessment of each identified shared client, within 20 days of screening, to identify criminogenic needs including need for employment. Upon identifying employment as a top criminogenic need, Probation will identify strengths and barriers to employment and enter a

chrono note into the Probation case management file documenting the contact with the shared client.

- Probation staff will complete a case management plan within 60 days of sentencing. Case management plan will include rehabilitation milestones to be met prior to seeking employment, appropriate timing of job search, job search activities, and job readiness.,
- Probation staff will share all employment related assessments and plans with CalWORKs designated staff, at least semi-monthly.
- Probation and CalWORKs staff will discuss case plans and coordinate services for each determined client active on both caseloads, at least semi-monthly.
- Probation and CalWORKs staff will share clients' progression toward goals on each respective case plan, at least semi-monthly.
- Probation staff will refer clients seeking employment to the One-Stop Center for job search activities, job training programs or other support systems.

#### **CalWORKs Responsibilities:**

- CalWORKs Employment staff will screen all CalWORKs participants during the initial appraisal component to determine if they are receiving services from Probation.
- Within 10 days of the initial appraisal CalWORKs staff will complete a release of confidentiality agreement with each probationer that may be receiving services from the Probation department.
- CalWORKs staff will share all employment related assessments and plans with Probation designated staff, at least semi-monthly.
- CalWORKs staff will develop an employment plan with each client and share results with designated Probation staff, at least semi-monthly.
- CalWORKs staff will provide job services such as job preparation workshops; resume writing, interview assistance, career assessments, job training and job retention workshops to help dual clients obtain employment.
- CalWORKs staff will provide needed supportive services such as child care, transportation, substance abuse treatment, and work related tools and equipment to help dual clients obtain and keep employment.

#### **Joint Responsibilities:**

- Both parties will cooperate with one another in resolving any disputes and meet as needed for any problem solving committees.

- Both parties shall comply with all state and federal laws and regulations concerning safeguarding confidentiality of records and/or information.
- Both parties agree to comply with the requirements of 42U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996. (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.

**Duration of Agreement:**

This Agreement will be effective from July 1, 2018 through June 30, 2019 or until either party gives thirty (30) days written notice to the other of their intent to amend or terminate this Agreement.

We, the undersigned, on behalf of the Nevada County Probation Department and Nevada County Department of Social Services approve this contract.



\_\_\_\_\_  
Tex Ritter, Director  
Department of Social Services



\_\_\_\_\_  
Michael Ertola  
Chief Probation Officer

Date: 11-16-18

Date: 11-15-18

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**

DSS agrees to reimburse Probation for satisfactory delivery of services pursuant to this Agreement, a maximum amount not to exceed \$55,000 for the period of July 1, 2018 through June 30, 2019.

**CONTINGENCY**

Contract maximum is contingent and dependent upon the County's annual receipt of anticipated State/Federal Funds for contract services. Services performed shall be in accordance with CalWORKs funding sources guidelines.

Categorical funding may be amended by written permission of the Director of Social Services. Any amendments will maintain the integrity and purpose of the program under this Agreement and will be in the best interest of the program. Funding is discretionary based on actual allocations received.

The methodology for payment uses the percent to total of CalWORKs recipients who are receiving Probation case management services. The percentage has been applied to the number of case management hours that a Deputy Probation Officer would spend for each CalWORKs case.

**FY 2018/19 Budget**

Probation Case Management Salary and Benefits	\$ 47,826
Overhead/Admin (15%)	\$ 7,174
<b>Total</b>	<b>\$ 55,000</b>

**BILLING AND PAYMENT PROCESS**

**Probation Responsibilities:**

- Track CalWORKs clients and submit the list, to be verified by Social Services, by May 1, 2019 to determine billable service amount.
- To expedite payment, Probation shall reference on their invoice the County Resolution Number, which has been assigned to their approved MOU.

**DSS Responsibilities:**

- DSS shall review the invoice and notify Probation within fifteen (15) working days if an individual item or group of costs is being questioned. DSS has the option of delaying the entire claim pending resolution of the cost(s).
- Payments of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

Probation shall submit invoices to:

HHS Administration  
Attn: DSS Fiscal  
950 Maidu Avenue  
Nevada City, California 95959