

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

Behavioral Health and Recovery
DEPT: Services

BOARD AGENDA #:
*B-5

AGENDA DATE: July 18, 2017

SUBJECT:

Approval of a Memorandum of Understanding Between the Stanislaus County Superior Court and Stanislaus County to Provide a Homeless Court Program

BOARD ACTION AS FOLLOWS:

No. 2017-397

On motion of Supervisor Withrow, Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

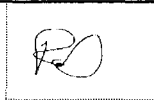
MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Behavioral Health and Recovery Services BOARD AGENDA #: *B-5
Urgent Routine



AGENDA DATE: July 18, 2017

CEO CONCURRENCE: *phk*

4/5 Vote Required: Yes No

SUBJECT:

Approval of a Memorandum of Understanding Between the Stanislaus County Superior Court and Stanislaus County to Provide a Homeless Court Program

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Understanding between the Stanislaus County Superior Court of California and Stanislaus County to provide a Homeless Court Program for the period of August 1, 2017, to June 30, 2020.
2. Authorize the Behavioral Health Director, or designee, the sign the Memorandum of Understanding between the Stanislaus County Superior Court of California and Stanislaus County to provide a Homeless Court Program for the period of August 1, 2017, to June 30, 2020.

DISCUSSION:

On March 27, 2017, the Stanislaus County Superior Court was awarded the Judicial Council of California's Court Innovations Grant Program grant in the amount of \$593,089.91. Grant funding is provided from August 1, 2017, to June 30, 2020, to plan for and implement a Homeless Court Program (HCP) aligning with Focus on Prevention efforts to prevent and reduce homelessness. The purpose of the Court Innovations Grant Program is to promote innovation, modernization, and efficiency for court programs.

A strategy to help individuals mitigate unresolved court issues was a key Focus on Prevention Homelessness Action Council recommendation. The HCP will address the unique needs of the homeless population, helping individuals who have both unresolved legal issues and limited resources, which can be a barrier to their ability to reestablish themselves into housing. HCP Navigator staff will provide case management services for the targeted homeless population, helping them to gain greater access to self-help and community services, homelessness support services, housing, court resources, and connect them to a regularly scheduled Homelessness Court with the purpose of resolving legal issues.

The Memorandum of Understanding with Stanislaus County Superior Court (Attachment A) enables Behavioral Health and Recovery Services (BHRS) to contract for the two Navigator staff who will provide the case management services. Contingent on Board of Supervisor approval of the Memorandum of Understanding, BHRS expanded its current Navigator contract with Turning Point Community Programs to facilitate this. The Navigators will work out of the recently approved Initial Outreach and Engagement Center at 825 12th Street in

Approval of a Memorandum of Understanding Between the Stanislaus County Superior Court and Stanislaus County to Provide a Homeless Court Program

Modesto along with staff from BHRS, Community Services Agency (CSA), and other co-located homelessness service providers and community partners. It is anticipated the Initial Outreach and Engagement Center will open on August 1, 2017. The Homeless Court Navigator staff will add additional specialized case management services for the community that will work in alignment and alongside other homelessness outreach and engagement programs in the Initial Outreach and Engagement Center.

This program will work towards the Focus on Prevention Common Agenda to Reduce and Prevent Homelessness by adding resources to the “Outreach and Engagement” strategy identified by the Homelessness Action Council. Outreach and engagement efforts allow communities to bring services directly to people experiencing homelessness who otherwise might not seek out services and connect them to housing and necessary supports.¹ Instead of waiting for individuals to come in for services, Navigator staff will seek people out in the community in a strategic and coordinated effort with other partner outreach teams co-located in the Initial Outreach and Engagement Center. The program will work towards the following Common Agenda to Reduce and Prevent Homelessness indicators:

For individuals within the Homeless Court Program:

- Reduce the number of people experiencing homelessness
- Reduce the average length of time someone is homeless
- Increase percentage of access to resources to improve wellbeing
- Increase percentage experiencing improved wellbeing
- Improve the safety of parks and neighborhoods
- Decrease the occurrences of public anti-social behavior

The Stanislaus County Superior Court will define success for the proposed program by measuring the following metrics:

- Number of homeless defendants going to court
- Number of cases resolved by homeless defendants
- Number of failures to appear cleared by homeless defendants
- Number of Case Inventory for homeless defendants

Outcome Measurements

Innovation Measure:

- Is the program generating any cost savings?
- Is the program increasing homeless participation?

Modernization Measure:

- Are the homeless using technology to access court services and resources? If so, what technology?
- What technology is needed to enable the homeless to seek out more court services and resources?

¹ The Role of Outreach and Engagement in Ending Homelessness: Lessons Learned from SAMHSA’s Expert Panel, United States Interagency Council on Homelessness, 2016

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Efficiency Measure:

- Are criminal clearance rates improving?
- Are criminal backlogs being reduced?
- Is the criminal case inventory being reduced?

Replicability Measure:

- Is the program manageable through collaborative efforts?
- What unforeseen issues has the program caused that could prevent replicability?

Sustainability Measure:

- Are funds within budget?
- Is there a lack of resources?
- Is there continued support from justice partners?

Accessibility Measure:

- Number of enrollments generated from the Initial Outreach and Engagement Center for the Homeless Court Program
- Number of Active participants in the Homeless Court Program
- Any problems with transportation services?

The Judicial Council of California's Court Innovations Grant Program grant is one of the first grants and contracts that have materialized under this new approach of "breaking down silos" and working together. The Stanislaus County Superior Court has modeled how an organization can identify its unique role in addressing homelessness and then aligning its efforts with others serving the same populations and working towards the same result.

POLICY ISSUE:

The Board of Supervisors is required to approve all agreements with other governmental agencies, including the Memorandum of Understanding with the Stanislaus County Superior Court.

FISCAL IMPACT:

Stanislaus County Superior Court has been awarded \$593,089.91 in Judicial Council of California's Court Innovations Grant Program grant funding for the period of August 1, 2017, through June 30, 2020. The Court has accepted this award for the purpose of partnering with Stanislaus County's Behavioral Health and Recovery Services (BHRS) to implement a Homeless Court Program (HCP) at the Initial Outreach and Engagement Center. Of the awarded amount, the Court will retain \$10,376.94 and make a total of \$582,712.97 available to BHRS on a program cost reimbursement basis. For Fiscal Year 2017-2018, \$194,054.32 will be available for BHRS. Appropriations and estimated revenue were included in the BHRS Adopted Proposed Budget for Fiscal Year 2017-2018. The balance of funding will be included in future fiscal years. There is no impact to the County General Fund.

Approval of a Memorandum of Understanding Between the Stanislaus County Superior Court and Stanislaus County to Provide a Homeless Court Program

Cost of recommended action:	\$ 194,054
Source(s) of Funding:	
Stanislaus Superior Court Revenue - Court Innovations Grant	\$ 194,054
Funding Total:	<u>\$ 194,054</u>
Net Cost to County General Fund	<u><u>\$ -</u></u>

Fiscal Year:	2017-2018
Budget Adjustment/Appropriations needed:	No

Fund Balance as of May 31, 2017
 Behavioral Health and Recovery Services \$ 20,153,865

BOARD OF SUPERVISORS' PRIORITY:

This agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships, A Safe Community and Efficient Delivery of Public Services by ensuring that access to appropriate services is available to ensure the success of the Homeless Court Program.

STAFFING IMPACT:

Existing staff from Behavioral Health and Recovery Services are available to support the Memorandum of Understanding and related agreements, including any necessary monitoring, amending, and reporting.

CONTACT PERSON:

Rick DeGette, Behavioral Health Director, 209-525-6205

Ruben Imperial, Community Development and Empowerment Manager, 209-225-0315

ATTACHMENT(S):

- A. Memorandum of Understanding - Homeless Court Program Grant

ATTACHMENTS AVAILABLE
FROM CLERK

MEMORANDUM OF UNDERSTANDING

Homeless Court Program Grant Disbursement

This Memorandum of Understanding ("*Memorandum*") is made and entered into on this 18th day of July 2017 by and between the Superior Court of California, County of Stanislaus ("*Court*") and the County of Stanislaus ("*County*").

RECITALS

WHEREAS, The Court has partnered with the County of Stanislaus to establish a Homeless Court Program ("*HCP*") for homeless defendants to resolve outstanding minor criminal court cases and to promote public and individual safety;

WHEREAS, The Court, in consultation with the County of Stanislaus, requested funding from the Judicial Council of California in October 28, 2016 to support the HCP;

WHEREAS, effective March 27, 2017, the Court was awarded grant funding in the amount of \$593,089.91 from August 1, 2017, to June 30, 2020, to plan for and implement a HCP, the Court entered into a formal agreement with the Judicial Council of California for funding from the Court Innovations Grant Program;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES

1.1 Scope of Services. The County, through its Behavioral Health and Recovery Services ("*BHRS*"), shall establish the Homeless Court Outreach and Engagement Team ("*HCOET*"), comprised of two outreach and engagement workers supervised by a coordinator who will work out of the Stanislaus County Access Center. The HCOET shall provide transportation, case management, street-level outreach, screening, referrals to essential supportive services and housing programs, and court system navigation to support the targeted homeless population in resolving outstanding court cases and fines.

1.2 Compensation for Services. Subject to the Court's receipt of adequate funding, the Court shall allocate a total amount **not to exceed \$593,089.91** for the period of August 1, 2017, through June 30, 2020, to plan and implement the HCP and provide the HCOET services described above.

Under this Memorandum, the Court shall compensate BHRS an amount **not to exceed \$194,054.32** for the period of August 1, 2017, through June 30, 2018, an amount **not to exceed \$194,654.32** for the period of July 1, 2018, through June 30, 2019, and an amount **not to exceed \$194,004.33** for the period of July 1, 2019, through June 30, 2020.

Under this Memorandum, the Court shall be compensated an amount **not to exceed \$3,458.98** for the period of August 1, 2017 through June 30, 2018, an amount **not to exceed \$3,458.98** for the period of July 1, 2018 through June 30, 2019, and an amount **not to exceed \$3,458.98** for the period of July 1, 2019 through June 30, 2020.

A. Eligible Expenditures. Service costs must be directly related to the objectives and activities of the HCP, and anticipated costs must be listed on the Budget Detail Worksheets that were submitted to the Judicial Council for budget approval. BHRS shall submit a monthly-itemized invoice with original receipts and include the time sheet form in Attachment 1 for the following eligible expenditures:

- (1) Personnel Services (Salary and Benefits)
 - a. Courtroom Clerk I
 - b. Legal Clerk III
- (2) Operating Expenses
 - a. Equipment
 - (1) Software License, Support & Upgrades (Microsoft Office, etc.)
 - (2) Office Furniture
 - (3) Tools & Equipment
 - b. Office Supplies
 - c. Other Expenses
 - (1) Telephones
 - (2) Client Support Services
 - (3) Recruitment Expenses
 - (4) Vehicle Lease
- (3) Consultants/Contractors
 - a. Coverage Supervisor. Funding for one (1) full-time (2,080 hrs/year) Coverage Supervisor
 - b. Personal Service Coordinator III. Funding for one (1) full-time (2,080 hrs/year) Personal Services Coordinator III
 - c. Program Director. Funding for one Program Director to provide program oversight (approximately 100 hrs/year)
 - d. Program Support Services Staff

B. Ineligible Expenditures. Any expenditures not directly related to the program are ineligible. The following are ineligible expenditures:

- (1) Supplanting existing funding
- (2) Routine replacement of office equipment, furnishings and technology
- (3) Any technology maintenance costs that extend beyond June 30, 2020
- (4) Facilities
- (5) Partner agency and subcontractor indirect costs

1.3 Manner of Payment. BHRS shall submit itemized invoices with supporting documentation for services performed by contracted providers each month to the Court's Fiscal Department. The Fiscal Department shall review each itemized invoice and supporting documentation for compliance with the requirements of the Court's contract with the Judicial Council and the Court Innovations Grant Program. Said invoices shall be submitted to:

Superior Court of California, County of Stanislaus
Attn: Fiscal Services
P.O. Box 732
Modesto, CA 95353

The Court shall submit payment for services within thirty (30) days of the date the invoice is received from BHRS. Court shall deliver payment to:

Stanislaus County Behavioral Health and Recovery Services
Attn: Business Office
800 Scenic Drive
Modesto, CA 95350

- 1.4 Verification.** Upon request by the Court for additional back-up information regarding any service being billed or the amount charged, BHRS shall provide such backup. The Court and the Judicial Council shall also have the right to verify or audit the records of BHRS relating thereto including all applicable accounting standards. The Court agrees to keep confidential all information obtained or learned during the course of verifying, auditing, or inspecting County operations under this Memorandum, and will not disclose or reveal such information that constitutes Individually Identifiable Health Information as defined in Title 45 CFR §160.103 or designated as confidential mental health information and records pursuant to Welfare and Institutions Code section 5328. Any unauthorized disclosure of such information shall be reported as soon as possible to:

Stanislaus County Behavioral Health and Recovery Services
Attn: BHRS Privacy Officer
800 Scenic Drive
Modesto, CA 95350
(209) 525-6225

- 1.5 Accounting System Requirement.** BHRS shall establish and maintain an adequate system of accounting, financial records and internal controls to account accurately for funds received and disbursed in accordance with applicable federal, state, or county requirements. The accounting system and financial records must reflect total program costs including Court funds and any other fund source included under this Memorandum.
- 1.6 Retention of Records.** BHRS shall maintain all financial data, supporting documents, and all other records relating to performance and billing under this Memorandum for a period in accordance with state and federal law, with a minimum retention period of five (5) years. The retention period starts from the date of the submission of the final payment request. BHRS is also obligated to protect adequately such data against fire or other damage.

2. TERM

This Memorandum shall be effective August 1, 2017, and shall expire on June 30, 2020, unless terminated earlier by either party or extended by written agreement.

3. TERMINATION

- 3.1 The Court may terminate, in whole or in part, this Memorandum for convenience upon thirty (30) days written notice.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 Termination of this Memorandum by Court shall not affect the Court's obligation to pay for all fees earned and reasonable costs necessarily incurred by the BHRS prior to the date of the notice of termination as provided in Section 6.7, subject to any applicable setoffs.

4. OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

This Memorandum is subject to the availability of authorized funds. The Court or BHRS may terminate the Memorandum or any part of the work, without prejudice to any right or remedy of the Court, for lack of appropriate funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Memorandum, or in any Amendment hereto, the Court or BHRS, upon written notice to the other party, may terminate this Memorandum in whole or in part. Such termination shall be in addition to the Court's right to terminate for convenience or default.

5. FUND USAGE

Funds provided pursuant to this Memorandum may only be used to pay for new or expanded services for which no funds have been previously identified.

6. MISCELLANEOUS

- 6.1 Non-Assignment. None of the rights, privileges, interests, immunities, duties or obligations created by this Memorandum is assignable by any of the parties.
- 6.2 Entire Agreement. This Memorandum contains the entire and complete understanding of the parties hereto and supersedes any and all other previous or contemporaneous agreements, representations, and warranties, whether oral or written.
- 6.3 Amendment. No addition to or alteration of the terms of this Memorandum shall be valid unless made in the form of a written amendment to this Memorandum, which is formally approved and executed by the Court Executive Officer and the County Board of Supervisors.
- 6.4 Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday, holiday or furlough day of Court or BHRS, such payment shall be made or act performed on the next succeeding business day.

- 6.5 Further Assurances. Each party hereto agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effect the provisions and purposes of this Memorandum.
- 6.6 Time of Performance. Time is of the essence in the performance of each of the provisions of this Memorandum.
- 6.7 Notices. Any notices required or permitted hereunder shall be in writing and may (a) be personally delivered; (b) be mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) be sent by reputable overnight delivery service; addressed as follows or to such other place as each party hereto may designate by subsequent written notice to the other party:
- If to Court: Superior Court of California, County of Stanislaus
Attn: Hugh K. Swift, Court Executive Officer
800 11th Street
Modesto, CA 95354
- If to BHRS: Stanislaus County Behavioral Health and Recovery Services
Attn: Richard DeGette, Director
800 Scenic Drive
Modesto, CA 95350
- 6.8 Waiver. Any waiver by either party hereto of a breach of any of the terms of this Memorandum shall not be construed as a waiver of any succeeding breach of the same or other term of this Memorandum.
- 6.9 Binding Effect. This Memorandum shall be binding upon the successors and assigns of Court and County subject to the non-assignment provision previously stated.
- 6.10 Counsel and Drafting. Each party hereto, by its due execution of this Memorandum, represents to the other party that it has reviewed each term of this Memorandum with its counsel, or has had the opportunity for such review with its counsel. No party shall deny the validity of this Memorandum on the ground that such party did not have the advice of counsel. Each party hereto has had the opportunity to participate in drafting and preparation of this Memorandum. The provisions and terms of this Memorandum shall be interpreted in accordance with the plain meaning thereof.
- 6.11 Counterparts. This Memorandum may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.
- 6.12 Severability. In the event any provision of this Memorandum is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way, and the parties wish for this Memorandum to be reformed by Court to the greatest extent possible to reflect their original intent.

- 6.13 Governing Law.** This Memorandum shall be construed under the laws of the State of California, without regard to its conflict of law provisions.
- 6.14 Liability to Third Parties; Indemnification.**
- A.** The parties waive pursuant to Government Code section 895.4 the pro rata (per capita) risk allocation provided by Government Code section 895.6.
 - B.** Each party shall defend, indemnify, and hold the other party harmless, to the maximum extent permitted by law, from claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of its duties or obligations, or that of its officers, judicial officers, judges, subordinate judicial officers, board members, employees, contractors, representatives, or agents under this Memorandum, or its negligence or willful misconduct.
- 6.15 Certification of Authority to Execute this Memorandum.** Court and County certify that the individual(s) signing below on behalf of the party, has authority to execute this Memorandum on behalf of the party, and may legally bind the party to the terms and conditions of this Memorandum, and any attachments hereto.
- 6.16** Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to BHRS, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. BHRS alone shall be responsible for all such payments.
- 6.17 Compliance with Laws.** Notwithstanding any provision to the contrary contained in this Memorandum, the parties agree that no provision of this Memorandum shall require any party to violate any applicable statute, rule of law or regulation.
- 6.18 Independent Contractor.** No employer-employee, partnership, joint venture, or agency relationship exists between Court and the County, including BHRS and any consultant retained by the County to provide services under this Memorandum. Neither the County nor BHRS has any authority to bind or incur any obligation on behalf of the Court.

[Signatures set forth on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

Superior Court of California, County of Stanislaus

By: 
Hugh K. Swift, Court Executive Officer,
Superior Court of California, County of Stanislaus

Date: 7/13/17

Stanislaus County Behavioral Health and Recovery Services

By: 
Richard DeGette, Director,
Stanislaus County Behavioral Health and Recovery Services

Date: 7-13-17

Approved as to form:
John P. Doering,
Stanislaus County Counsel

By: _____
Marc Hartley

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

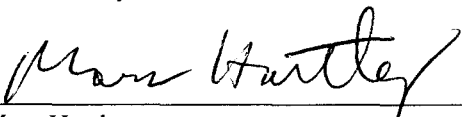
Superior Court of California, County of Stanislaus

By: _____
Hugh K. Swift, Court Executive Officer, Superior Court of California, County of Stanislaus

Stanislaus County Behavioral Health and Recovery Services

By: _____
Richard DeGette, Director, Stanislaus County Behavioral Health and Recovery Services

Approved as to form:
John P. Doering,
Stanislaus County Counsel

By: 

Marc Hartley

