

**INTERAGENCY AGREEMENT BETWEEN THE COUNTY OF EL DORADO
AND THE EL DORADO COUNTY IHSS PUBLIC AUTHORITY**

- I. Effective Date and Parties.** Effective the date of execution, the County of El Dorado, a political subdivision of the State of California (hereinafter "COUNTY") and the El Dorado County In-Home Supportive Services Public Authority, a public authority established pursuant to Welfare and Institutions Code Section 12301.6 and El Dorado County Ordinance Number 4612 to provide in-home supportive services (hereinafter "AUTHORITY") hereby mutually promise and agree as follows:
- II. Purpose.** This agreement sets forth the respective responsibilities of the COUNTY and the AUTHORITY for administration of the In-Home Supportive Services (IHSS) program. Each party agrees to work in a cooperative manner to ensure prompt and efficient IHSS delivery, with primary consideration given to IHSS recipients.
- III. Term.** This agreement is effective from the date of execution by both entities and shall remain in effect until terminated by written notice by one of the parties as set forth in paragraph VIII.
- IV. Separate Entities.** The AUTHORITY is a public entity separate from the COUNTY, is a corporate public body exercising public and essential governmental functions and has all powers necessary and convenient to carry out the provider components of IHSS.
- V. AUTHORITY Obligations.** The following are the responsibilities and obligations of the AUTHORITY: The AUTHORITY shall:
- A. Act as the "employer of record" for individual providers (IP) serving IHSS recipients. This activity may include, but not limited to:

Refer items to the County Human Resources Department to meet and confer with the recognized IP employee organization.
 - B. Develop and manage an IHSS provider registry and referral system for referral of providers to recipients.
 - C. Investigate qualifications and background of potential IHSS providers in accordance with current State regulations.
 - D. The AUTHORITY agrees to follow the Welfare and Institution Code Section 12305.86 and Section 12305.87(d)(1) which states, in regards to IP exclusions for criminal convictions, "Notwithstanding subdivision (b), a recipient of services under this article who wishes to employ a provider applicant who has been convicted of an offense specified in subdivision (b) may submit to the county an individual waiver of the exclusion provided for in this section. This paragraph shall not be construed to allow a recipient to submit an individual waiver with

respect to a conviction for offenses specified in Section 12305.81” and Section 12305.87(d)(4) which states “The individual waiver form shall be signed by the recipient, or by the recipient’s authorized representative, if applicable... Except for a parent, guardian, or person having legal custody of a minor recipient, a conservator of an adult recipient, or a spouse or registered domestic partner of a recipient, a provider applicant shall not sign his or her own individual waiver form as the recipient’s authorized representative...”

Section 12305.87(d)(7) states that the State and a county shall be immune from any liability resulting from granting an individual waiver under this subdivision. In as much as permissible by law, the AUTHORITY shall share the same immunity of liability.

- E. Provide recipient input into the AUTHORITY program and policy development through the AUTHORITY Advisory Committee.
- F. Provide access to written materials or training sessions for IHSS providers and recipients and notices of training opportunities available in the community.
- G. Maintain all necessary and required records.
- H. Maintain the security and confidentiality of Protected Health Information (PHI) as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the regulations promulgated there under, if the AUTHORITY receives any individually identifiable health information.
- I. Provide or refer to supportive services that assist in assuring a successful, productive, accountable relationship between IHSS recipients and providers.
- J. Provide an appeal process by which IPs shall have the opportunity to contest removal from the IHSS registry.
- K. Assure compliance with all applicable federal, state and local laws, regulations and codes, including federal, state and local laws, regulations and codes related to confidentiality of recipient and provider information.
- L. Provide or contract for adequate administrative and supervisory and support personnel to execute the provisions of this agreement.
- M. Provide El Dorado County Health and Human Services Agency with information needed to prepare COUNTY billing to the California Department of Social Services (CDSS) for state and federal share of AUTHORITY costs. AUTHORITY shall provide this information to the El Dorado County Health and Human Services Agency within five (5) working days of the end of the quarter.

- N. Assist COUNTY in developing and submitting to the CDSS and the CA Dept. of Health Care Services (DHCS) material required for CDSS and DHCS approval of AUTHORITY reimbursement rate and any rate adjustment.
- O. Assist the IHSS Public Authority Advisory Committee with advice and counsel on the IHSS program and AUTHORITY recommendations.
- P. Provide back-up IHSS Case Management Information Payrolling System (CMIPS) functions and responsibilities as needed.
- Q. Provide clerical support and oversight for payroll and homemaker functions as needed and defined by COUNTY.
- R. Perform all services required under this agreement within the standards of the Performance Measures developed by the Advisory Committee and approved by the El Dorado County Board of Supervisors.

VI. COUNTY Obligations. The following are responsibilities and obligations of the COUNTY in relation to the AUTHORITY. The COUNTY shall:

- A. Maintain exclusive right to authorize services for IHSS recipients.
- B. Determine need for IHSS, the level and quality of services required, and the eligibility of individuals to be served.
- C. Perform initial assessment and reassessment of continuing need for services by recipient.
- D. Terminate recipient participation in the IHSS program at any time based on regulatory requirements.
- E. Provide orientation to all appropriate County staff regarding the AUTHORITY's role, responsibilities and contract agreements.
- F. Refer all appropriate IHSS recipients to the AUTHORITY for services.
- G. Assist the AUTHORITY to obtain complete and current information with respect to pertinent statutes, regulations, policies, procedures and guidelines that apply to the delivery of IHSS.
- H. Maintain primary IHSS Case Management Information Payroll System (CMIPS) functions and responsibilities.
- I. Provide AUTHORITY with information from the IHSS Case Management Information Payrolling System (CMIPS) as needed; and assist AUTHORITY in getting CMIPS database access, on-site at the AUTHORITY office.

- J. Provide a liaison to the AUTHORITY from the Health and Human Services Agency.
- K. Evaluate the effectiveness, level and quality of AUTHORITY service.
- L. County departments and units shall provide certain services to the AUTHORITY. These County departments and units shall include the Health and Human Services Agency, County Counsel, Human Resources, Risk Management, the Auditor/Controller's Office, General Services and Purchasing & Contracts. These services shall include, **but not necessarily be limited to**, the following:

Health and Human Services Agency

- Provide oversight of the AUTHORITY to ensure compliance with State requirements
- Facilitate communication between AUTHORITY staff and Advisory Committee and the Board of Supervisors/ AUTHORITY governing body.
- Schedule AUTHORITY items for Board agenda.
- Consult with AUTHORITY staff:
 - a) To develop AUTHORITY budget, materials required by the State, AUTHORITY reimbursement rate, and Interagency Agreement.
 - b) Regarding AUTHORITY staff and/or Advisory Committee educational and informational activities.
 - c) Regarding proposed contracts.
 - d) Regarding development and operations of Registry, provider screening, referral system, recipient and provider training and support services, and other Board-approved functions.
- Provide the AUTHORITY with accounting services, e.g., budgeting, payables, receivables and reports.
- Provide the AUTHORITY with assistance with contracting, e.g., issuing Request for Proposal (RFP) and reviewing RFP responses. Monitor Interagency Agreement and ensure provision of services agreed to in Interagency Agreement.
- Monitor AUTHORITY budget.
- Submit materials required by the State, including AUTHORITY rate approval application and documentation and fiscal claims.
- Provide Information System services as needed.
- Receive and review information from the AUTHORITY and prepare County billing to the CDSS (see Attachment A).
- Provide COUNTY employees acceptable to the AUTHORITY for all AUTHORITY staff functions.

County Counsel

- Provide legal consultation, e.g., review and approval and/or advice on resolutions, contracts, policies and procedures, and employee issues.
- Provide representation services.
- Consult with AUTHORITY staff regarding development and operations of Registry, provider screening, referral system, recipient and provider training and support services, and other Board-approved functions.
- Consultation and approval of indemnification requirements on contracts.

Human Resources

- Provide the AUTHORITY with assistance for employee recruitment, classification, salary structure and employment issues, employee benefits and benefits management and development of AUTHORITY Personnel Rules.
- Manage/administer labor relations activities for the AUTHORITY.
- Consult with Governing Board, AUTHORITY staff and Advisory Committee on AUTHORITY labor relations and collective bargaining activities.

Risk Management

- Provide Workers Compensation to AUTHORITY contracted County administrative employees. County workers' compensation program shall not cover the independent providers. AUTHORITY shall participate in, and comply with, County's Workers' Compensation-related loss control process and programs so long as the AUTHORITY participates in the County Workers' Compensation insurance program.
- Provide health insurance coverage to eligible AUTHORITY contracted County administrative employees. If approved by the AUTHORITY, Risk Management shall assist the AUTHORITY with developing and administering an independent provider health insurance plan as needed.
- The AUTHORITY shall be responsible for its own insurance with the exception of Workers' Compensation, health insurance, etc. for contract County administrative employees. This includes, but may not be limited to: general liability, property, crime and fiduciary bonds (employee theft), faithful performance, etc. Risk Management shall assist with obtaining necessary AUTHORITY insurance coverage as needed.
- Consultation and review of contracts as to loss exposure and insurance requirements.

Auditor/Controller's Office

- Provide for AUTHORITY vendor payments.
- Provide the AUTHORITY with accounting, budgeting, receipt permitting, disbursements, warrant processing, reconciliation, and single auditing services for County costs.

Department of Transportation-Facilities/Fleet

- Provide facilities management, stores, mail, printing, fleet functions and other related services.

Procurement and Contracts

- Provide purchasing and contract preparation and processing services,

VII. Funding and Compensation Provisions.

- A. The parties expect that State, Federal and COUNTY monies based on established IHSS cost-sharing ratios shall fund the AUTHORITY. This agreement contemplates that all payments to IHSS providers for hourly services shall be issued by the State of California directly to providers, and all worker's compensation coverage for IHSS providers shall be provided through the State of California. COUNTY shall be billed by the State of California for the COUNTY share of IHSS services according to cost sharing ratios.
- B. COUNTY Financial Obligation. Total COUNTY financial obligation under this agreement shall be determined annually during the COUNTY budgeting process.
- C. Cost of Services: The cost of service of all services provided herein by COUNTY departments or units shall be paid on a fee-for-service basis and limited by the budgeted amount set forth in the current Governing Board approved AUTHORITY budget.
- D. Availability of Funds. Payment for all services provided under this agreement is Contingent upon the availability of COUNTY, State and Federal funds designated for providing IHSS.

VIII. Termination.

The COUNTY or AUTHORITY may terminate this agreement with or without cause with thirty (30) days advance written notice thereof to the other party.

IX. Monitoring and Audit Provisions.

- A. Authorized representatives of the COUNTY, State and Federal governments shall have the right to monitor and audit all aspects of operations under this agreement.

1. AUTHORITY shall cooperate fully in any monitoring or auditing conducted by the COUNTY or other authorized governmental agency.
 2. COUNTY may monitor by field reviews, audit of claims and monthly review of records.
 3. COUNTY shall notify AUTHORITY in writing within 30 calendar days of the discovery of any potential audit exception discovered during any monitoring or auditing examination.
- B. AUTHORITY agrees that its financial records shall contain itemized records of all costs and be available for inspection by COUNTY within three working days of request by COUNTY, State or Federal agency.
- C. AUTHORITY agrees to maintain all required program, fiscal, statistical and management records locally, and make such records available for inspection by COUNTY, State or Federal agents at all reasonable times.
1. AUTHORITY agrees to maintain all records of service delivery and fiscal administrative controls for a minimum of three years after final payment for a given fiscal year has been made, or until all pending COUNTY, State and Federal audits are completed, whichever is later.
 2. Upon request, AUTHORITY shall make all retained records available in the County to all authorized County, State and Federal representatives.

X. General Provisions.

- A. Entire Agreement. This agreement contains all terms and conditions agreed upon by the COUNTY and the AUTHORITY and no other understanding regarding this agreement, oral or otherwise, shall be deemed to exist or to bind any of the parties of this agreement.
- B. Agreement to Transition Process
1. COUNTY shall provide all necessary IHSS information to the AUTHORITY to allow it to implement the program components contained herein.
 2. AUTHORITY agrees to provide all information deemed necessary by COUNTY for use in managing this agreement.
 3. When terminating this agreement, for any reason, AUTHORITY shall assist COUNTY in the orderly transfer of AUTHORITY services to a successor contractor or other entity.

C. Insurance. Throughout this agreement, the AUTHORITY shall maintain for its own account:

1. Workers compensation insurance covering employees of the AUTHORITY . IP's workers compensation coverage shall be provided through the State of California.
2. General Liability with a minimum limit of liability in the amount of one million dollars, (\$1,000,000) per occurrence. Automotive Liability with a minimum limit of liability in the amount of one million dollars, (\$1,000,000) per occurrence. The General Liability insurance shall cover claims of personal injury, property damage, contractual liability and public officials' liability.
3. AUTHORITY shall provide COUNTY with evidence of the above-required insurance in the form of a certificate of insurance from an insurer acceptable to the COUNTY, within 30 days written notice to COUNTY by certified mail, of cancellation or material change to these policies. The AUTHORITY's General Liability and Automobile Liability policies are to be endorsed to include COUNTY as an additional insured, evidence of which is to appear on the certificate of insurance. Any such policies shall act as the primary insurance, and no insurance held or owned by COUNTY shall be called upon to cover a loss under the AUTHORITY's insurance policy.

D. Hold Harmless and Indemnification.

1. AUTHORITY or its employees, agents and or representatives shall indemnify and save harmless the COUNTY, its officers, agents, employees from all claims, suits, or actions of every name, kind and description, (A) brought for, on account of injuries to or death of any person, including the AUTHORITY and the employees, agents and/or representatives of the AUTHORITY under this agreement, or damage to any property of any kind whatsoever and to whomsoever belonging, arising out of AUTHORITY activities or the activities of AUTHORITY employees, agents, and/or representatives under this agreement, (B) incurred by COUNTY as a result of AUTHORITY's violation of any duty under this agreement including but not limited to acts of AUTHORITY employees, agents and/or representatives resulting in any actual or proposed disallowance by the State of California to the COUNTY's claim for reimbursement, (C) incurred by COUNTY as a result of the AUTHORITY's failure to pay and discharge any obligation incurred by the AUTHORITY, including but not limited to the acts of employees, agents and/or representatives of the AUTHORITY with third parties in the performance of its duties under this agreement, or (D) incurred by COUNTY from any State hearing cash grant award or lawsuit award not limited to the acts of employees, agents and/or representatives of the AUTHORITY, (E) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement as made necessary by Section 530 of the Revenue Act of 1978, (F) and for any other loss or cost, including but not limited to the concurrent active or passive negligence of

COUNTY, its officers, agents, employees, or servants, resulting from the performance of any work required of the AUTHORITY or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

2. The duty of AUTHORITY to indemnify and save harmless, as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

E. Independence of the AUTHORITY.

The AUTHORITY is, for all purposes arising out of this agreement, an Independent Contractor and neither the AUTHORITY nor its employees shall be deemed an employee of the COUNTY.

COUNTY OF EL DORADO

IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY

By _____
Chair, Board of Supervisors

By _____
Chair, Public Authority Board

Date: _____

Date _____

ATTEST:
Terri Daly, Clerk
of the Board of Supervisors

ATTEST:
Terri Daly, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

By: _____
Deputy Clerk

Dated: _____

Dated: _____

Recommended to the
El Dorado County
Board of Supervisors

Approved as to form:
COUNTY COUNSEL

Daniel Nielson, Director
Health and Human Services Agency

By 

**ATTACHMENT A
BILLING AND PAYMENT**

1. The AUTHORITY shall receive funding for administrative expenses through the COUNTY. This funding shall be processed through a separate account on behalf of the AUTHORITY.

2. The AUTHORITY shall reimburse the Health and Human Services Agency for operational expenses (i.e. rent, utilities, equipment, communications, etc.), and administrative support (i.e. salary, benefits and overhead as applicable) as rendered for IHSS payroll and homemaker functions. All payment demands for services shall be limited to the maximum budgeted amount set forth in the in the current Governing Board approved AUTHORITY budget.

3. All COUNTY departments and units, other than the Health and Human Services Agency, providing services to the AUTHORITY under this Agreement shall submit payment demands for such services to the AUTHORITY on at least a quarterly basis. All payment demands for services shall be limited to the maximum budgeted amount set forth.