

**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 (to be assigned) 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 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:
 - A. Act as the "employer of record" for individual providers (IP) serving IHSS recipients. This activity may include, but is 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.
 - D. Provide recipient input into the AUTHORITY program and policy development through the AUTHORITY Advisory Committee.
 - E. Provide access to written materials or training sessions for IHSS providers and recipients and notices of training opportunities available in the community.
 - F. Maintain all necessary and required records.

- G. 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 (HIPAA) and the regulations promulgated there under, if the AUTHORITY receives any individually identifiable health information.
 - H. Provide or refer to supportive services that assist in assuring a successful, productive, accountable relationship between IHSS recipients and providers.
 - I. Provide an appeal process by which IPs shall have the opportunity to contest removal from the IHSS registry.
 - J. 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.
 - K. Provide adequate administrative and supervisory and support personnel to execute the provisions of this agreement.
 - L. Provide El Dorado County Department of Community Services 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 Department of Community Services within five (5) working days of the end of the month (see Attachment B).
 - M. Assist COUNTY in developing and submitting to the CDSS and the CA Dept. of Health Services (DHS) material required for CDSS and DHS approval of AUTHORITY reimbursement rate and any rate adjustment.
 - N. 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 will:
- 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. Provide AUTHORITY with information from the IHSS Case Management Information Payrolling System (CMIPS) as needed; and assist AUTHORITY in getting CMIPS (read only) database access, on-site at the AUTHORITY office.
- I. Provide a liaison to the AUTHORITY from the Department of Community Services.
- J. Evaluate the effectiveness, level and quality of AUTHORITY service.
- K. County departments will provide necessary services to the AUTHORITY. These County departments will include the Department of Social Services, Department of Community Services, County Counsel, Human Resources Department, Risk Management Department and the Auditor/Controller's Office. These services shall include, **but not necessarily be limited to**, the following:

Department of Community Services

- Facilitating communication between Public Authority staff and Advisory Committee and the Board of Supervisors/ Public Authority governing body
- Scheduling Public Authority items for Board agenda
- Consulting with Public Authority staff:
 - a) To develop Public Authority budget, materials required by the State, Public Authority reimbursement rate, and Interagency Agreement
 - b) Regarding Public 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
- Providing the Public Authority with accounting services, e.g., budgeting, payables, receivables and reports

- Providing the Public Authority with assistance with contracting, e.g., issuing Request for Proposals (RFP), reviewing RFP responses, and drafting of contracts
- Entering into and monitoring Interagency Agreement and ensuring provision of services agreed to in Interagency Agreement
- Monitoring Public Authority budget
- Submitting materials required by the State, including Public Authority rate approval application and documentation and fiscal claims
- Receiving and reviewing information from the Public Authority and preparing County billing to the CDSS (see Attachment B).

County Counsel

- Providing legal consultation, e.g., review and approval of Board memos and resolutions, contracts, policies and procedures, and employee issues
- Providing representation services
- Consulting with Public 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 Department

- Providing the Public Authority with assistance for employee recruitment, classification, salary structure and employment issues, employee benefits and benefits management and development of Public Authority Personnel Rules
- Managing/administering labor relations activities for the Public Authority
- Consulting with Governing Board, Public Authority staff and Advisory Committee on Public Authority labor relations and collective bargaining activities

Risk Management Department

- Providing Workers Compensation to Public Authority administrative employees. County workers' compensation program will not cover the independent providers. Public Authority shall participate in, and comply with, County's Workers' Compensation-related loss control process and programs so long as the Public Authority participates in the County Workers' Compensation insurance program.
- The Public Authority will be responsible for its own insurance with the exception of Workers' Compensation for administrative employees. This includes, but may not be limited to: general liability, property, crime and fiduciary bonds (employee theft), faithful performance, etc.
- Consultation and review of contracts as to loss exposure and insurance requirements.

Auditor/Controller's Office

- Providing the Public Authority with payroll services (The payroll process is to be kept as consistent as possible with the County system.)
- Providing for Public Authority vendor payments

Department of Social Services

- Providing oversight of the Public Authority to ensure compliance with State requirements

VII. Funding Provisions.

- A. The parties expect that State, Federal and COUNTY monies based on established IHSS cost-sharing ratios will fund the AUTHORITY. This agreement contemplates that all payments to IHSS providers for hourly services will 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 will 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. The final adopted FY (2002/2003) COUNTY budget for the AUTHORITY is attached hereto and incorporated herein as Attachment A.
- C. Cost of Services. The cost 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 Attachment A (budget) and Attachment B (billing and payment), incorporated herein by reference.
- 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.

- A. The COUNTY or the AUTHORITY may terminate this agreement with or without cause by giving 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 in and 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 the AUTHORITY administrative staff (IPs' 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 (\$10,000,000) per occurrence. Automotive Liability with a minimum limit of liability in the amount of five hundred thousand dollars (\$10,000,000) per occurrence. The General Liability insurance shall cover claims arising out 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.

By Margaret E. Moody
DEPUTY
11-5-02
ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors

COUNTY OF EL DORADO

By [Signature]

Chair, Board of Supervisors
DAVID A. SOLARO

Date: November 5, 2002

Recommended to the
El Dorado County
Board of Supervisors

[Signature] 11/7/02
Director
Department of Community Services

IN-HOME SUPPORTIVE SERVICES AUTHORITY

By [Signature] 12/3/02

Chair, Public Authority Board

Date December 3, 2002

Approved as to form:
COUNTY COUNSEL

By [Signature] 12-3-02
Deputy

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors

By Margaret E. Moody
DEPUTY

El Dorado County IHSS Public Authority Budget						
	ITEM	TOTAL BUDGET	TOTAL SERVICES	TOTAL ADMIN.	PORTION OF RATE	
	PROVIDER COSTS:					
1	IP Wages @ \$6.75 per hour for 658,443 service hours	\$4,444,490	\$4,444,490		\$6.7500	
2	IP Employer Taxes @ 9.0038%	\$400,173	\$400,173		\$0.6078	
	ADMINISTRATIVE SALARIES					
	Public Authority Manager (28.98/hour)	\$61,000				
	Public Authority Secretary/Receptionist (\$14.07/hour)	\$30,000				
	Public Authority Registry/Training Specialists (2 FTE-\$15.28/hr)	\$64,000				
3	Total Salaries	\$155,000		\$155,000	\$0.2354	
4	ADIM. BENEFITS & TAXES @ (30%)	\$46,500		\$46,500	\$0.0706	
	ADMINISTRATIVE TRAVEL:					
5	Mileage (Average \$100 per month for four staff)	\$4,800		\$4,800	\$0.0073	
6	LIABILITY & WORKERS COMP. INS.	\$23,000		\$23,000	\$0.0349	
	PROVIDER EXPENSES:					
7	Training/Orientation costs	\$6,000		\$6,000	\$0.0091	
	OFFICE EXPENSES:					
8	Occupancy (rent, utilities, security, maintenance)	\$30,000		\$30,000	\$0.0456	
9	Equipment & Furniture (new)	\$32,000		\$32,000	\$0.0486	
10	Equipment (rental) photocopy	\$7,392		\$7,392	\$0.0112	
11	Communications	\$8,400		\$8,400	\$0.0128	
12	Postage	\$8,000		\$8,000	\$0.0121	
13	Office supplies	\$9,200		\$9,200	\$0.0140	
14	Provider recruitment (advertising)	\$8,000		\$8,000	\$0.0121	
15	Printing and copying	\$8,000		\$8,000	\$0.0121	
16	Publications, videos, dues	\$4,000		\$4,000	\$0.0061	
	PROFESSIONAL SERVICES:					
17	Registry software development, database management & reports	\$15,000		\$15,000	\$0.0228	
18	Community Services	\$25,000		\$25,000	\$0.0380	
19	County Counsel	\$14,228		\$14,228	\$0.0216	
20	Human Resources	\$10,500		\$10,500	\$0.0159	
21	Social Services	\$5,000		\$5,000	\$0.0076	
22	Auditor/Controller's Office	\$2,500		\$2,500	\$0.0038	
23	Annual audit costs	\$7,000		\$7,000	\$0.0106	
24	Computer support expenses	\$12,000		\$12,000	\$0.0182	
25	Telecom support expenses	\$2,000		\$2,000	\$0.0030	
26	Consultants (nds. assess., prog. eval., events)	\$5,000		\$5,000	\$0.0076	
27	Labor Relations Contract & Human Resources staff liaison	\$55,000		\$55,000	\$0.0835	
28	MISCELLANEOUS EXPENSES	\$6,500		\$6,500	\$0.0099	
	TOTAL	\$5,354,683	\$4,844,663	\$510,020	\$8.13	

ATTACHMENT B
BILLING AND PAYMENT

1. The AUTHORITY shall receive funding for administrative expenses through the COUNTY, which will be processed through a separate account on behalf of the AUTHORITY.
2. All COUNTY departments 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 for the applicable department in Exhibit A, or, if a new budget is adopted for the AUTHORITY by the Board of Supervisors, the demands for services provided by any COUNTY department in any future year, shall be limited to the amount set forth for that department in the new budget applicable for that year.
3. The AUTHORITY Manager shall review all requests for payment for services or goods provided and, if approved, submit to the COUNTY for processing the payment from the AUTHORITY account.