



# County of El Dorado

330 Fair Lane, Building A  
Placerville, California  
530 621-5390  
FAX 622-3645  
www.edcgov.us/bos/

## Legislation Details (With Text)

**File #:** 13-0668      **Version:** 1

**Type:** Agenda Item      **Status:** Approved

**File created:** 5/30/2013      **In control:** Board of Supervisors

**On agenda:** 6/18/2013      **Final action:** 6/18/2013

**Title:** Acting as the Governing Body of the El Dorado County In-Home Supportive Services Public Authority: Health and Human Services Agency, Community Services Division, recommending the Board consider the following:

- 1) Authorize the Chair to execute Agreement for Services 518-S1311 with Liebert Cassidy Whitmore in the not-to-exceed amount of \$100,000 for the term of three years from the date of execution by both parties for the provision of labor relations and negotiation services for the In-Home Supportive Services Public Authority on an "as requested" basis; and
- 2) Authorize the Interim Director of the Health and Human Services Agency to sign a letter terminating Agreement for Services 286-S1211 for same services with Renne Sloan Holtzman Sakai, LLP with said termination of services to be effective June 25, 2013.

**FUNDING:** 85% Federal/State In-Home Supportive Services Allocation with 15% required County General Fund Match.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. A - CRS Liebert Cassidy Whitmore Agmt 518-S1311 6-18-13, 2. B - Liebert Cassidy Whitmore Agmt 518-S1311 6-18-13, 3. C - Renne Sloan Holtzman Sakai LLP 286-S1211 6-18-13.pdf, 4. Executed Agreement 518-S1311 6-18-13

Date	Ver.	Action By	Action	Result
6/18/2013	1	Board of Supervisors	Approved	Pass

Acting as the Governing Body of the El Dorado County In-Home Supportive Services Public Authority:

Health and Human Services Agency, Community Services Division, recommending the Board consider the following:

- 1) Authorize the Chair to execute Agreement for Services 518-S1311 with Liebert Cassidy Whitmore in the not-to-exceed amount of \$100,000 for the term of three years from the date of execution by both parties for the provision of labor relations and negotiation services for the In-Home Supportive Services Public Authority on an "as requested" basis; and
- 2) Authorize the Interim Director of the Health and Human Services Agency to sign a letter terminating Agreement for Services 286-S1211 for same services with Renne Sloan Holtzman Sakai, LLP with said termination of services to be effective June 25, 2013.

**FUNDING:** 85% Federal/State In-Home Supportive Services Allocation with 15% required County General Fund Match.

<b>BUDGET SUMMARY:</b>	
Total Estimated Cost.....	\$100,000

Budgeted.....	\$100,000
New Funding.....	
Savings.....	
Other.....	
Total Funding Available.....	\$100,000
Change To Net County Cost.....	\$0

**Fiscal Impact/Change to Net County Cost**

No change. Funds are included in the In-Home Supportive Services Public Authority’s FY 2013-14 Recommended Budget and will be included in future County Budget Requests.

**Compensation for Services**

Payments to contractor are made within forty-five (45) days following the County’s receipt and approval of itemized invoices identifying services rendered.

**Termination**

Agreement includes the County's standard Fiscal Considerations termination language as well as a provision for the County to terminate Agreement without cause in seven (7) calendar days upon written notice.

**Background**

Each County in California is required to operate an In-Home Supportive Services (IHSS) program to provide personal care and domestic services to aged, blind, or disabled individuals in their own homes. The purpose of the program is to allow individuals who are recipients of these services to live safely at home rather than in costly and less desirable out-of-home placement facilities. The individual recipient of services is not only the consumer of the services but is also the actual employer of each individual provider, holding all powers and responsibilities of employers with the exception of determining the total number of hours that may be worked each week and the salary and benefit levels.

On June 10, 2002, the El Dorado County Board of Supervisors established by ordinance an IHSS Public Authority (PA) for the purpose of serving as employer of record for individual providers of services. The Board of Supervisors acts as the Governing Board for the IHSS PA and designated the Health and Human Services Agency to administer this program on behalf of the County. Additionally, the IHSS PA is responsible for maintaining caregiver registries, providing IHSS consumers with caregiver referrals and providing for consumer and caregiver training. In March of 2003, United Domestic Workers of America (UDWA) successfully established itself as the bargaining unit for caregiver providers in El Dorado County. In November 2004, the Board of Supervisors, acting as the IHSS PA Governing Body, approved the first Memorandum of Understanding (MOU) for the term of December 1, 2004 through November 30, 2007 with the United Domestic Workers of America, NUHHCE, AFSCME, AFL-CIO representing members of the El Dorado County In-Home Supportive Services Public Authority.

On April 13, 2010, the Board of Supervisors, acting as the IHSS PA Governing Body, approved a successor MOU with the United Domestic Workers of America AFSCME Local 3930/ AFL-CIO for the term of July 1, 2009 through June 30, 2010.

On May 22, 2012, the Board of Supervisors, acting as the IHSS PA Governing Body, approved a successor MOU with the United Domestic Workers of America AFSCME Local 3930/ AFL-CIO for the term of July 1, 2010 through June 30, 2013.

### **Reason for Recommendation**

The Health and Human Services Agency (HHS) is recommending the Board approve and authorize the Chair sign Agreement for Services 518-S1311 with the law firm of Liebert Cassidy Whitmore to represent and negotiate for the IHSS PA in upcoming labor negotiations with UDWA.

The IHSS PA currently has Agreement 286-S1211 in place with the law firm of Renne Sloan Holtzman Sakai, LLP for the same services. The IHSS PA has not used the consultant's services and is recommending Board approve and authorize the Interim Director of the Health and Human Services Agency to sign a termination of services letter in accordance with Article XIX - Default, Termination and Cancellation Section D. Termination or Cancellation Without Cause with said termination to be effective June 25, 2013.

### **Action(s) to be taken following Board approval**

- 1) Chair to sign two (2) originals of Agreement 518-S1311
- 2) Board Clerk's Office to return one (1) original Agreement to HHS at Briw Road
- 3) Department to distribute as appropriate.
- 4) HHS Interim Director to sign and HHS to mail termination of services letter to Renne Sloan Holtzman Sakai, LLP for Agreement for Services 286-S1211.

### **Contact**

Jan Walker-Conroy, Interim Director

### **Concurrences**

County Counsel, Risk Management, and Human Resources