


COUNTY OF SAN MATEO
Departmental Correspondence

AUG 14 2001

Date:

Hearing Date: **AUG 21 2001**

TO: Honorable Board of Supervisors

FROM: Charlene A. Silva, Director, Aging and Adult Services 

SUBJECT: Interagency Agreement Between the County of San Mateo and the In-Home Supportive Services Public Authority for Fiscal Years 2001-2003

RECOMMENDATION

1. As the Board of Supervisors, adopt a resolution authorizing execution of an interagency Agreement between the County of San Mateo and the In-Home Supportive Services (IHSS) Public Authority.
2. As the Governing Board of the IHSS Public Authority, adopt a resolution authorizing execution of an interagency Agreement between the IHSS Public Authority and County of San Mateo.

Background

In September 1993, by ordinance of the San Mateo County Board of Supervisors, a separate Public Authority was established to administer the provider components of the In-Home Supportive Services Program. The enabling ordinance designated the Board of Supervisors as the Governing Board of the IHSS Public Authority.

IHSS Public Authority regulations require that the County and Public Authority have an interagency Agreement. That Agreement must specify the purpose, scope or nature of the arrangement; roles and responsibilities of each party; provisions ensuring compliance with all applicable state and federal laws and regulations and fiscal provisions under which the Public Authority will be reimbursed. The term of the previous agreement was July 1, 1999 to June 30, 2001.

Discussion

The proposed Agreement meets all of the regulatory requirements and reflects the relationship that exists between the County and IHSS Public Authority. Approval of the agreement will

Honorable Board of Supervisors
Interagency Agreement between San Mateo County and IHSS Public Authority
Page 2

allow a new provider rate request to be submitted to the state and will enable the Authority to receive reimbursement for state and federal shares of the Public Authority's expenses. Extending the term of the Agreement to two years provides additional flexibility in meeting the requirements imposed by the state and in responding to changes in areas such as provider wages or reimbursement procedures.

Two resolutions are required for approval of this Agreement. One resolution reflects your approval on behalf of the County; the other is for your approval as the IHSS Public Authority's Governing Board. County Counsel has reviewed and approved this Agreement as to form and content.

Term and Fiscal Impact

The term of this Agreement is from July 1, 2001 through June 30, 2003. Annual costs for administration of IHSS Public Authority for 2001-2002 (exclusive of services) are budgeted at \$584,649. Based on past history, reimbursements for administrative costs of the Public Authority will be \$296,515 in state funds and \$239,283 in federal funds in 2001-02, leaving a net county cost of \$48,851. These costs and revenues are included in the approved 2001-2002 IHSS Public Authority budget. There will be no additional net county cost as a result of the approval of this Agreement.

RECOMMENDED


HEALTH SERVICES AGENCY

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION APPROVING EXECUTION OF AN INTERAGENCY AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND IN-HOME SUPPORTIVE SERVICES
(IHSS) PUBLIC AUTHORITY

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, IHSS Public Authority regulations require the County to enter into an interagency Agreement with the IHSS Public Authority; and

WHEREAS, the Agreement meets all of the regulatory requirements and formalizes the relationship that exists between the County and IHSS Public Authority; and

WHEREAS this Board has been presented with a form of the interagency Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS RESOLVED that the interagency Agreement between County of San Mateo and In-Home Supportive Services Public Authority is hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to executed the aforesaid Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

RESOLUTION NO. _____

IN-HOME SUPPORTIVE SERVICES (IHSS) PUBLIC AUTHORITY, COUNTY OF
SAN MATEO, STATE OF CALIFORNIA

RESOLUTION APPROVING EXECUTION OF AN INTERAGENCY AGREEMENT
BETWEEN IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY AND
COUNTY OF SAN MATEO

RESOLVED, by the IHSS Public Authority of the County of San Mateo, State of
California, that

WHEREAS, the Board of Supervisors of San Mateo has designated itself as the
Governing Board of the San Mateo County IHSS Public Authority to carry out programs
pursuant to In-Home Supportive Services Program; and

WHEREAS, Public Authority regulations require that IHSS Public Authority
enter into an interagency Agreement with the County; and

WHEREAS, the interagency Agreement meets all of the regulatory requirements
and formalizes the relationship that exists between IHSS Public Authority and County;
and

WHEREAS this Governing Board has been presented with a form of the
interagency Agreement and has examined and approved it as to both form and content
and desires to enter into the Agreement:

NOW, THEREFORE, IT IS RESOLVED that the interagency Agreement
between County of San Mateo and In-Home Supportive Services Public Authority is
hereby approved and the President of this Governing Board is hereby authorized and
directed to execute the aforesaid Agreement for and on behalf of the In-Home Supportive
Services Public Authority, and the Clerk of the Board shall attest the President's signature
thereto.

COUNTY OF SAN MATEO
PUBLIC AUTHORITY
INTERAGENCY AGREEMENT TO ADMINISTER THE INDEPENDENT PROVIDER
COMPONENTS OF THE IN-HOME SUPPORTIVE SERVICES PROGRAM

I. DECLARATION

This Agreement is entered into this _____ day of _____, _____, in the State of California by and between the COUNTY of SAN MATEO, hereinafter referred to as the "COUNTY" and the SAN MATEO COUNTY PUBLIC AUTHORITY hereinafter referred to as the "AUTHORITY," for the purpose of administering the independent provider components of the In-Home Supportive Services Program.

II. DEFINITIONS

- A. Pursuant to California Welfare and Institutions Code Section 12301.6 and San Mateo County Ordinance Number 03508 the Public Authority was created to govern the administration of the provider components of the In-Home Supportive Services (IHSS) program.
1. The Public Authority is an entity separate from the county; and a corporate public body exercising public and essential governmental functions; and that has all powers necessary and convenient to carry out the independent provider components of IHSS.
 2. Independent providers are those individuals hired by consumers of the In-Home Supportive Services to provide services.
 3. Consumers are those individuals served by the In-Home Supportive Services Program.

III. DUTIES AND RESPONSIBILITIES

- A. The COUNTY and the AUTHORITY shall have the following Joint Responsibilities:
1. Prepare periodic evaluations to determine a fiscal and program appraisal of the successes and/or deficiencies of the AUTHORITY to determine the extent to which the AUTHORITY is achieving its purposes.
 2. Confer on all cases in which a consumer or independent provider grievance/appeal has been registered regarding the conduct or performance of the AUTHORITY.

3. Maintain liaison personnel

- a. The AUTHORITY will provide the COUNTY, in writing, the name and address of the person who has primary responsibility for liaison and coordination of activities between the AUTHORITY and the IHSS Program.
- b. The COUNTY will provide a similar liaison person and information to the AUTHORITY.
- c. These persons will act on behalf of their respective organizations to ensure compliance with all Agreement provisions.

B. The COUNTY shall have the following responsibilities:

1. The exclusive right to authorize services for a consumer.
2. Sole authority for the determination of need for IHSS, the level and quality of services required, and the eligibility of individuals to be served.
3. Assessment of a consumer's continuing need for services.
4. The exclusive right to terminate the consumer's participation in the IHSS Program at any time based on regulatory requirements.
5. To provide orientation to all appropriate staff regarding the AUTHORITY'S role, responsibilities and contract agreements.
6. To refer all appropriate IHSS consumers to the AUTHORITY for AUTHORITY services.
7. To evaluate the effectiveness, level and quality of service performed by the AUTHORITY.
8. To assist the AUTHORITY to obtain complete and current information with respect to pertinent statutes, regulations, policies, procedures and guidelines which apply to the delivery of IHSS.
9. To provide certain services to the AUTHORITY. These services will include, but not be limited to, business administration, accounting, payables, receivables, budgeting, contract processing and monitoring, legal services, risk management and benefits and payroll services for the AUTHORITY'S administrative staff. The scope and costs of these services will be negotiated annually during the County's annual budget process.

C. The AUTHORITY shall have the following responsibilities:

1. EXHIBIT A, AUTHORITY Responsibilities, is attached and made a part hereof by this reference.

IV. FISCAL PROVISIONS

- A. The AUTHORITY will be funded by State, Federal and County monies based on the established IHSS cost sharing ratios.
 - 1. The COUNTY'S financial obligation under this Agreement shall be determined annually during the COUNTY'S annual budget process. The COUNTY'S final Adopted Budget for the AUTHORITY shall be included each year as an Attachment to this Agreement.
 - 2. EXHIBIT B, Billing and Payment, is attached and made a part hereof by this reference.
- B. Availability of Funds
 - 1. Payment of all services provided in accordance with provisions of this Agreement are contingent upon the availability of COUNTY, State and Federal funds for the purposes of providing IHSS.

V. TERMINATION

- A. This agreement may be terminated under the following conditions:
 - 1. Failure or refusal of the AUTHORITY to perform any act herein required shall constitute a default. In the event of any default this Agreement may be terminated by the COUNTY immediately upon written notice.
 - 2. This Agreement may be terminated by the COUNTY without cause when a 30-day written notice is provided to the AUTHORITY.

VI. MONITORING/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. The AUTHORITY shall cooperate fully in any monitoring or auditing conducted by the COUNTY or other governmental entities.
 - 2. Monitoring by the COUNTY may be accomplished by the following means: field reviews, audit of claims, review of records.
 - 3. The COUNTY shall notify the AUTHORITY in writing within 30 calendar days of the discovery of any potential audit exceptions discovered during any monitoring or auditing examination.

B. The AUTHORITY agrees their financial records shall contain itemized records of all costs and be available for inspection in the COUNTY within three working days of the request by any COUNTY, State, or Federal agency.

C. Record Maintenance

1. The AUTHORITY agrees to maintain all required program, fiscal, statistical and management records locally and make such records available for inspection by the COUNTY, State and Federal representatives at all reasonable times.

D. Records Retention

1. The AUTHORITY agrees to maintain all records pertaining to service delivery and fiscal and 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, the AUTHORITY shall make these records available in the COUNTY to all authorized COUNTY, State and Federal personnel.

E. Disposal of Records

1. Records shall be destroyed in accordance with DSS, MPP Division 23, Section 350.

VII. MINIMUM STANDARDS FOR SALARIES AND BENEFITS

A. The AUTHORITY assures that the following minimum standards with regard to salaries and benefits for all AUTHORITY staff will be met:

1. AUTHORITY staff shall receive wages and benefits which are no less than required by applicable State and Federal law.

2. With the exception of retirement benefits, AUTHORITY staff shall receive the same benefits as comparable COUNTY employees.

3. AUTHORITY staff shall receive retirement benefits through the Public Employees Retirement System (PERS).

B. Salary and benefit payroll deductions will be made by the COUNTY for AUTHORITY staff.

VIII. GENERAL PROVISIONS

A. Term of Agreement

1. The term of this Agreement is from July 1, 2001 through June 30, 2003.

B. Totality of Agreement

1. This Agreement contains all the terms and conditions agreed upon by the COUNTY and the AUTHORITY and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or to bind any of the parties to this Agreement.

C. Agreement Transition Process

1. The AUTHORITY agrees to provide all information deemed necessary by the COUNTY for use in transitioning, rebidding or discontinuing this Agreement.
2. When terminating this Agreement, for any reason, the AUTHORITY shall assist the COUNTY in the orderly transfer of AUTHORITY services to a successor contractor or other entity.

D. Laws Governing Agreement

1. This Agreement shall be governed and construed in accordance with all the laws of the State of California, in addition to any other laws cited herein.

E. Insurance

1. Prior to commencement of the work, the AUTHORITY shall submit a copy of insurance policies evidencing that the AUTHORITY has obtained for the period of the Agreement, from a generally recognized responsible insurer, insurance in the following forms of coverage and specified minimum amounts:
 - a. A policy for Workers' Compensation Insurance covering all AUTHORITY staff.
 - b. Comprehensive General and Automobile Liability Insurance of:
 - \$1,000,000.00 Bodily Injury - per person and
 - \$1,000,000.00 Bodily Injury - each occurrence and
 - \$1,000,000.00 Property Damage or
 - \$1,000,000.00 Combined single limit bodily injury and property damage.

- c. The policies shall include the COUNTY as co-insured, and all policies shall provide thirty (30) days written notice to the COUNTY, by certified mail, of cancellation or material change of said policies. Any such policies or insurance held or owned by the COUNTY shall be called upon to cover a loss under said policy.
- d. The amounts referenced above are specific to the COUNTY of this Agreement or are an aggregate amount for this and other Agreements. And further, if the amount(s) is/are or does become an aggregate for the AUTHORITY, the AUTHORITY shall execute an agreement with the Insurance Company, and provide evidence of same to the COUNTY, for the Insurance Company to immediately provide notice to the COUNTY of any claim that is filed which may reduce the aggregate amount.

F. Hold Harmless and Indemnification

1. The AUTHORITY or the AUTHORITY'S employees, agents and/or representatives shall indemnify and save harmless the COUNTY, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description (a) brought for or 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 the AUTHORITY'S activities or the activities of the employees, agents and/or representatives of the AUTHORITY under this Agreement, (b) incurred by the COUNTY as a result of the AUTHORITY'S violation of any duty under this Agreement including but not limited to the acts of employees, agents and/or representatives of the AUTHORITY resulting in any actual proposed disallowance by the State of California to the COUNTY'S claim for reimbursement (c) incurred by the 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 the COUNTY from any State hearing cash grant award or lawsuit award resulting from 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 losses or cost, including but not limited to the concurrent active or passive negligence of the 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 the 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 the 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.

In witness whereof, this Agreement has been executed by the parties hereto upon this date first above written.

COUNTY OF SAN MATEO

By: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board
COUNTY of San Mateo
State of California

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

By: _____

Date: _____

**SAN MATEO COUNTY
AND
SAN MATEO COUNTY IHSS PUBLIC AUTHORITY
INTERAGENCY AGREEMENT**

EXHIBIT A

AUTHORITY Responsibilities

1. Act as an “employer of record” for independent providers (IP). This activity may include, but not be limited to:
 - a. Receiving and processing independent providers’ time cards.
 - b. Submitting reports or other data related to the independent provider payroll as required by the State’s Case Management Information and Payrolling System (CMIPS).
 - c. Working with independent providers, consumers and social workers regarding payroll problems, questions and issues.
 - d. Meeting and conferring with the recognized independent provider organization.
 - e. Responding to request for independent provider employee verification.

2. Provide a registry of independent providers. This activity may include, but not be limited to:
 - a. Recruiting a sufficient number of qualified IHSS independent providers, including substitute workers.
 - b. Screening and conducting background checks prior to placing a prospective provider on the registry. This activity may include, but not be limited to:

Requiring proof of identification; interviewing all registry applicants; reviewing and evaluating skills, qualifications and background; checking and documenting references and legal status to work in the U.S.; and completing a criminal record search in San Mateo County on each applicant.
 - c. Maintenance of all necessary and required records of independent providers.

3. Provide a referral system for the referral of independent providers to consumers. This activity may include, but not be limited to:
 - a. Providing the consumer with a list of independent providers that to the greatest extent possible

match the consumer's stated needs regarding the skills and preferences required in a worker.

- b. Providing the list of independent providers within a time frame that meets the consumer's needs, including their needs in emergency situations.
 - c. Assisting the consumer in hiring an independent provider by providing support, encouragement and training to address any questions or concerns the consumer may have regarding the interview/hiring process.
 - d. Implementing efficient and effective strategies for the utilization of independent providers on the registry, including the concept of "geographically-clustered" work sites.
4. Provide access to training for independent providers and consumers. This activity may include, but not be limited to:
- a. Providing training for independent providers through the provision of written materials; initial and periodic training sessions; and "on the job" training, as needed.
 - b. Providing consumer training through the provision of written materials and agency/home visits, as requested.
 - c. Regularly notifying independent providers and consumers of training opportunities in the community.
5. Provide independent providers with the means to enhance their career development. This activity may include, but not be limited to:
- a. Offering information regarding career options and training requirements.
 - b. Developing career ladders, training incentives and processes for graduation into higher paying employment.
 - c. Exploring the willingness of institutional, residential, home-care and health-care related organizations to hire independent providers who have achieved specified levels of training/skill.
6. Provide on-going support for consumers and families who may have difficulty supervising an independent provider, and/or consumers who are at "high risk" for premature institutionalization. This may include, but not be limited to:
- a. Making follow-up calls as necessary.
 - b. Conducting home visits at the request of the social worker.
 - c. Attending case conferences at the request of the social worker.

7. Provide a system by which recipients and providers shall have the opportunity to express and Have the opportunity to express and have considered their views, grievances and complaints regarding the AUTHORITY'S delivery of services.
8. Ensure that all provisions and legal requirements related to the Personal Care Services Program (PCSP) are implemented for the duration of this agreement.
9. Assist the COUNTY in developing and submitting to the California Department of Health Services (DHS) and the California Department of Social Services (DSS) materials required for DHS and DSS approval of AUTHORITY reimbursement rate and any rate adjustments.
10. Provide the COUNTY with information needed in preparing the COUNTY'S billing to DSS for the State and Federal share of AUTHORITY costs. This information will be provided within five (5) working days of the request.
11. Provide any information including, but not limited to, budget, fiscal, statistical and program information as may be required by the COUNTY.
12. Prepare and maintain all necessary and required payroll, registry, referral, training and statistical information.
13. Perform other administrative activities related to the provider functions and the delivery of IHSS as deemed appropriate and as mutually agreed on by the COUNTY and the AUTHORITY.
14. Provide adequate administrative, supervisory and support personnel to carry out the requirements of this Agreement.
15. Maintain a local office at San Mateo County, California, which will remain open for business Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. except for designated holidays. The office shall be staffed at all times with appropriate personnel during business hours.
16. Assure compliance with all applicable Federal, State and COUNTY laws, regulations, codes and Memoranda of Understanding.

**SAN MATEO
AND
SAN MATEO COUNTY IHSS PUBLIC AUTHORITY
INTERAGENCY AGREEMENT**

EXHIBIT B

Billing and Payment

1. Billing

- a. The AUTHORITY will bill the COUNTY at least quarterly, in advance, based on the COUNTY'S financial Adopted Budget for the AUTHORITY. The AUTHORITY shall be responsible for submitting required invoices and reports documenting services from previous quarter as a condition of payment.

2. Payment

- a. The AUTHORITY shall be paid an amount not to exceed five hundred eighty-four thousand, six hundred forty-nine dollars (\$584,649). Payment for each quarter will be made in advance. Payment for the first quarter will be for one hundred forty-six thousand, one hundred sixty-two dollars, and twenty-five cents (\$146,162.25), one-fourth (1/4) the maximum Agreement obligation. Subsequent quarterly payments will be adjusted to reflect actual expenses, but in any event will not exceed one-fourth (1/4) the maximum Agreement obligation.
- b. If the conditions set forth in this Agreement are met, the COUNTY shall pay, to the AUTHORITY, the sum of money claimed by the approved billings with 21 days following receipt of the AUTHORITY invoice. If the conditions are not met in a timely manner, the COUNTY shall pay when the necessary processing is completed.
- c. Payment for all services provided in accordance with provisions under this Agreement shall be contingent upon the availability of Federal, State and COUNTY funds for the purpose of providing In-Home Supportive Services.