

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 COUNTY will provide a Program Manager to the AUTHORITY to manage its operations. This Manager will report to the Director of Aging and Adult Services and will have primary responsibility for liaison and coordination of activities between the AUTHORITY and the IHSS Program.
- b. The COUNTY will also provide a liaison person from the IHSS Program to coordinate services with the AUTHORITY.
- c. These persons will act 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 necessary data and access to County records to allow the AUTHORITY to perform its mandated and authorized functions.
10. 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 with or without cause when a 30-day written notice is provided to the AUTHORITY.
3. The AUTHORITY may terminate this agreement with or without cause by giving sixty (60) days advance written notice to the COUNTY.

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, 2003 through June 30, 2005.

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. Should this Agreement be terminated by the COUNTY or the AUTHORITY 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. 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. Indemnification of the County

- 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: _____
Rose Jacobs Gibson
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: _____

SCHEDULE A

AUTHORITY Responsibilities

1. Act as an “employer of record” for independent providers (IP). This activity may include, but not be limited to:
 - a. Enrolling independent providers into the State’s Case Management Information and Payrolling System (CMIPS).
 - b. Receiving and processing independent providers’ time cards.
 - c. Submitting reports or other data related to the independent provider payroll as required by the State’s Case Management Information and Payrolling System (CMIPS).
 - d. Working with independent providers, consumers and social workers regarding payroll problems, questions and issues.
 - e. Meeting and conferring with the recognized independent provider organization.
 - f. Responding to requests 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 provider including substitute workers.
 - b. Screening independent providers 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. Maintaining 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 a social worker.
 - c. Attending case conferences at the request of a social worker.
7. Provide a system by which recipients and providers shall 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. Prepare and assist in the development of reports requested by the State or COUNTY regarding the operations of the AUTHORITY.

11. Provide the COUNTY with information needed in preparing the COUNTY's billing to DSS for State and Federal share of AUTHORITY costs. This information will be provided within five (5) working days of the request.
12. Provide any information including, but not limited to, budget, fiscal, statistical and program information as may be required by the COUNTY.
13. Prepare and maintain all necessary and required payroll, registry, referral, training and statistical information.
14. Perform other administrative activities related to the provider functions, the delivery of IHSS, and the provider benefits as deemed appropriate and as mutually agreed on by the COUNTY and the AUTHORITY.
15. Monitor contracts as requested or authorized.
16. Provide adequate administrative, supervisory and support personnel to carry out the requirements of this Agreement.
17. Collaborate with and assist the COUNTY in developing an integrated long term care system.
18. 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.
19. Ensure compliance with all applicable Federal, State and COUNTY laws, regulations, codes and Memoranda of Understanding.

SCHEDULE 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 the amount determined by the COUNTY's final adopted budget approved by the Board of Supervisors for fiscal year 2003-2004 and the fiscal year 2004-2005. Payment for the first quarter of each year will be one-fourth (1/4) the maximum obligation for that year. Subsequent quarterly payments will be adjusted to reflect actual expenses but in any event will not exceed one-fourth (1/4) the maximum obligation for that year.
- 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 within 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.