

**SANTA BARBARA COUNTY  
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** 8/2/02  
**Department Name:** DSS  
**Department No.:** 044  
**Agenda Date:** 9/3/02  
**Placement:** Administrative  
**Estimate Time:** 5 min  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Charlene A. Chase, Director  
Department of Social Services

**STAFF CONTACT:** Kathy Gallagher, Deputy Director  
X-7101

**SUBJECT:** Amend In-Home Supportive Services Public Authority Interagency Agreement

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**Recommendation(s):**

That the Board of Supervisors:

1. Adopt an amendment to the IHSS Public Authority (PA) Interagency Agreement that establishes authority for the PA to contract employees from the Department of Social Services to fill administrative positions in the Public Authority.
2. Adopt an amendment to the IHSS Public Authority (PA) Interagency Agreement that allows the PA to access data about recipients and providers through the state-managed Case Management, Information and Payrolling System (CMIPS).

**Alignment with Board Strategic Plan:**

The recommendation to amend the In-Home Supportive Service Public Authority Interagency Agreement is aligned with the County's Strategic Plan Goal II: Safe and healthy community in which to live, work and visit.

**Executive Summary and Discussion:**

In March 2002 the Board of Supervisors approved the Interagency Agreement between the County of Santa Barbara and the IHSS Public Authority. The Interagency Agreement outlined the roles, responsibilities and fiscal requirements of the Public Authority and the County of Santa Barbara. This amendment to the Interagency Agreement provides authority for the Public Authority to contract with the County (specifically the Department of Social Services) for the administrative staff needed by the Public Authority.

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**Agenda Date:** September 3, 2002  
**Page:** 2

As originally designed, the PA would hire staff independent of the county and then develop a private benefits' package for the administrative staff. This amendment allows the Public Authority to contract with the County for classified civil service employees with county benefits. County Counsel was asked to review this concept to evaluate any additional liability to the County. County Counsel concluded that contracting back to the County for PA administrative employees did not significantly increase the potential for an influx on new county employees.

The state Case Management, Information and Payrolling System (CMIPS) provides management information about individual provider payrolls and processes the paychecks for those providers. The Implementation Team has discussed the need to exchange this information between DSS and PA and agreed that limiting access to "look-up" capability would be acceptable. The amendment formalizes the agreements made during implementation team meetings. This amendment to the Interagency Agreement was approved and signed by the Chair of the IHSS Public Authority Board of Directors at their last scheduled meeting held on July 23, 2002.

**Mandates and Service Levels:**

Chapter 90, Statutes of 1999 (AB1682) mandates implementation of an Employer of Record. The intent of the statute is to enhance service quality by improving the working conditions, (i.e. wages and benefits) of the In-Home Supportive Services individual providers. There is no change to the level of service.

**Fiscal and Facilities Impacts:**

The PA budget estimated the costs for an independent recruitment of administrative staff. Under this revised contract procedure, it is anticipated that any additional costs would be marginal or none at all.

The cost of an additional computer and line usage was included in the PA budget. No additional county funds will be necessary to implement the CMIPS procedure.

**Special Instructions:**

Please send a copy of the Minute Order to the Department of Social Services, attention Hilary Yost.

**Concurrence:**

Auditor Controller  
County Counsel  
Risk Manager

**Attachments:**

Interagency Agreement

**INTERAGENCY AGREEMENT BETWEEN COUNTY OF  
SANTA BARBARA AND SANTA BARBARA COUNTY IN-HOME  
SUPPORTIVE SERVICES PUBLIC AUTHORITY**

This Agreement made and entered into as of this \_\_\_ day of \_\_\_\_\_2002, by and between COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SANTA BARBARA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY, hereinafter referred to as "PUBLIC AUTHORITY."

**WITNESSETH**

**WHEREAS**, PUBLIC AUTHORITY is an independent and separate legal entity that has been established pursuant to Welfare and Institutions Code Section 12301.6;

**WHEREAS**, COUNTY desires to provide the services described herein.

**WHEREAS**, it is important to identify the respective roles and responsibilities of COUNTY and PUBLIC AUTHORITY relating to the administration and/or operation of the IHSS program.

**Section 1. PURPOSE**

This agreement is pursuant to Section 12301.6 which mandates that a county which elects to provide in-home supportive services through a public authority shall enter into an interagency agreement with the public authority.

**Section 2. GENERAL PROVISIONS**

A. The term of this agreement is from April 1, 2002 through June 30, 2003.

B. This agreement contains all the terms and conditions agreed upon by the COUNTY and PUBLIC 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. This agreement shall be governed and construed in accordance with all applicable State and Federal laws, including labor laws and all statutory and regulatory provisions applicable to the delivery of IHSS.

**Section 3. ROLES AND RESPONSIBILITIES OF COUNTY AND PUBLIC AUTHORITY RELATING TO THE PROVISION OF IHSS**

A. COUNTY and PUBLIC AUTHORITY shall have the following joint responsibilities:

1. Maintain liaison personnel

- a. PUBLIC AUTHORITY will provide COUNTY, in writing, the name and address of the person who has primary responsibility for liaison and coordination of activities between the PUBLIC AUTHORITY and the IHSS program.
    - b. COUNTY will provide a similar liaison person and information to the PUBLIC AUTHORITY.
    - c. These persons will act on behalf of their respective organizations to ensure compliance with all agreement provisions.
  2. Prepare periodic fiscal and program evaluations to determine successes and/or deficiencies of the PUBLIC AUTHORITY in achieving its purposes.
  3. Confer on all cases in which a recipient or provider grievance/appeal has been registered regarding the conduct of performance of the PUBLIC AUTHORITY.
- B. COUNTY shall have the following rights and responsibilities in relation to PUBLIC AUTHORITY:
1. Have the exclusive right to authorize and/or terminate services for an IHSS applicant or recipient. (Section 12301.1 et seq. Of California W& I Code)
  2. Have the sole authority to determine need for IHSS, the level and quality of services required, and the eligibility of individuals to be served. (Section 12301.1 et seq. Of California W& I Code)
  3. Provide Initial assessment and reassessment of continuing need for services by the recipient. (Section 12301.1 et seq. Of California W& I Code)
  4. Provide orientation to all COUNTY IHSS staff regarding PUBLIC AUTHORITY's role, responsibilities and contract agreements.
  5. Make referral of all appropriate IHSS recipients to PUBLIC AUTHORITY services.
  6. Provide limited access to State-maintained Case Management, Information and Payrolling System (CMIPS) by the PUBLIC AUTHORITY as required for operation of the PUBLIC AUTHORITY and its registry. The PUBLIC AUTHORITY would be restricted to "inquiry only" and not have the capability to enter data into the system.
  7. COUNTY Auditor-Controller shall establish a separate Special Revenue Fund in the County's Financial System to account for the PUBLIC AUTHORITY's operating funds and interest earned and

attributable to this Fund will be deposited into the Fund on a quarterly basis. The allocation of unrealized gains and losses attributable to the Fund will be posted on a quarterly basis.

C. The following are responsibilities and obligations of PUBLIC AUTHORITY in relation to COUNTY:

1. To act as the “employer of record” for individual providers (IP) serving the IHSS recipients. (Section 12301.6 et seq. of the California W & I Code)

a. Working with providers, recipients and DSS staff regarding payroll problems, questions and issues.

b. Meeting and conferring with the recognized provider employee organization, directly or through contract.

2. To develop a PUBLIC AUTHORITY registry from which IHSS recipients may hire individual providers. (Section 12301.6 et seq. of the California W & I Code)

3. To provide assistance to IHSS recipients by recruiting employees that will work through the PUBLIC AUTHORITY registry. (Section 12301.6 et seq. of the California W & I Code)

4. To establish a referral system under which IHSS providers shall be referred to recipients. (Section 12301.6 et seq. of the California W & I Code)

5. To investigate qualifications and background of potential IHSS providers. (Section 12301.6 et seq. of the California W & I Code)

6. To provide recipient and provider input into PUBLIC AUTHORITY program and policy development through In-Home Supportive Services Advisory Committee.

7. To provide access to training for IHSS providers and recipients. (Section 12301.3 et seq. of the California W & I Code)

8. To ensure that the requirements of the personal care option (PCSP) pursuant to Subchapter 19 (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code are satisfied. (Section 12301.3 et seq. of the California W & I Code)

9. To ensure that information regarding IHSS consumers is kept confidential and restricted per Welfare and Institutions Code Section 10850. The PUBLIC AUTHORITY will train staff on their responsibilities

under the confidentiality code and have the sign a statement acknowledging receipt of the training (Section 10850 et seq. of California W & I code).

10. To provide COUNTY with timely information in a format approved by the County, and within timeframes as required by the County to allow for the COUNTY's billing to the California Department of Social Services (DSS) for State and Federal share of PUBLIC AUTHORITY costs. (W&I Code Section 12301.6 (f) (2,3)).

11. To assist COUNTY in developing and submitting to California Department of Social Services (CDSS) and the California Department of Health Services (DHS) materials required for CDSS and DHS approval of PUBLIC AUTHORITY reimbursement rate and any rate adjustment.

D. Clerk of the Board of Supervisors

COUNTY, through the Clerk of the Board of Supervisors, shall provide PUBLIC AUTHORITY with a meeting room for purposes of conducting the meetings of PUBLIC AUTHORITY's Board of Directors, will provide legal notice requirements (Agenda and posting), and will clerk the meeting of the PUBLIC AUTHORITY Board. Clerk of the Board shall provide these services through the end of the contract term or until such time as the PUBLIC AUTHORITY decides to provide these services.

E. County Counsel

The Office of the County Counsel will provide mutually agreed upon legal services and representation for the PUBLIC AUTHORITY at its meetings.

F. Department of Social Services

The Department of Social Services shall recruit county classified positions and contract those employees to the PUBLIC AUTHORITY for their administrative positions.

#### **Section 4. TRANSITION SERVICES**

COUNTY shall provide all necessary IHSS information to PUBLIC AUTHORITY to allow it to implement the program components contained herein. The parties shall cooperate in transitioning responsibility from COUNTY to PUBLIC AUTHORITY for any and all services and contracts relating to AUTHORITY's responsibilities under this Agreement.

#### **Section 5. INDEMNIFICATION**

PUBLIC AUTHORITY shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs,

expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the PUBLIC AUTHORITY or its agents or employees or other independent subcontractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

PUBLIC AUTHORITY shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

## **Section 6    INSURANCE**

Without limiting the PUBLIC AUTHORITY's indemnification of the COUNTY, PUBLIC AUTHORITY shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PUBLIC AUTHORITY in default. Upon request by the COUNTY, PUBLIC AUTHORITY shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A.    Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all PUBLIC AUTHORITY's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event PUBLIC AUTHORITY is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PUBLIC AUTHORITY has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PUBLIC AUTHORITY submits a written statement to the COUNTY stating that fact.

B.    General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of PUBLIC AUTHORITY and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the PUBLIC AUTHORITY in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and PUBLIC AUTHORITY. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of PUBLIC AUTHORITY pursuant to PUBLIC AUTHORITY's activities hereunder. PUBLIC AUTHORITY shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and

employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the PUBLIC AUTHORITY is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

PUBLIC AUTHORITY shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the PUBLIC AUTHORITY may be held responsible for payment of damages resulting from PUBLIC AUTHORITY's services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY's rights to insurance coverage hereunder.

In the event the PUBLIC AUTHORITY is not able to comply with the COUNTY's insurance requirements, COUNTY may, at their sole discretion and at the PUBLIC AUTHORITY's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this



Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. PUBLIC AUTHORITY agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

## **Section 7. FISCAL PROVISIONS**

A. PUBLIC AUTHORITY will be funded by State, Federal and COUNTY monies based on the statutorily established IHSS cost sharing ratios. All payments to IHSS providers for hourly IHSS services will be issued by the State of California directly to the providers, and all workers' compensation coverage for Individual Providers (IP's) shall be provided through the State of California. COUNTY will be billed by the State of California for COUNTY share of IHSS services according to the cost sharing ratios.

B. Pursuant to Government Code Section 53635, the PUBLIC AUTHORITY shall deposit and maintain all of its funds in the County Treasurer's Investment Pool. The County Treasurer is the ex officio treasurer of the PUBLIC AUTHORITY.

C. The Auditor-Controller is the ex officio Auditor-Controller of the PUBLIC AUTHORITY. Pursuant to inclusion in the County Treasurer's Investment Pool and using the County's Financial Information Network as the PUBLIC AUTHORITY's official accounting records system, the PUBLIC AUTHORITY will follow the County Budget Act for preparation of their budget, the State Controller's Accounting Standards and Procedures for accounting and financial reporting, the County's policies and procedures for accounting transaction processing and the County's administrative policies and procedures.

D. PUBLIC AUTHORITY shall compensate COUNTY for certain county services including, but not limited to purchasing, mail service, administrative, legal, financial and information systems. The scope and costs of these services shall be negotiated during the County's annual budget process. Any services provided to the PUBLIC AUTHORITY shall be paid based on actual costs including overhead based on the COUNTY's Cost Plan prepared in accordance with OMB A-87 Guidelines. The payment method will be a journal entry that transfers funds between the PUBLIC AUTHORITY and the Special Revenue Fund. Payments are due upon receipt.

Notwithstanding the foregoing, COUNTY, upon written notification to PUBLIC AUTHORITY, may alter the methodology utilized to charge PUBLIC AUTHORITY for COUNTY services so long as the rate charged does not exceed the costs of providing similar services to COUNTY departments and the total cost for the agreed upon level of services does not exceed the appropriation reflected in the approved COUNTY budget.

E. PUBLIC AUTHORITY may be required to reimburse COUNTY Department of Social Services for costs incurred to start up and implement the PUBLIC AUTHORITY including, but not limited to overhead expense, recruitment costs, and salary and benefits of the IHSS PUBLIC AUTHORITY Executive Director. The Department of Social Services files quarterly claims for the costs of the PUBLIC AUTHORITY and will advance initial funds for start up.

#### **Section 8. MONITORING/AUDIT PROVISIONS**

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

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

C. PUBLIC AUTHORITY shall maintain all required program, fiscal, statistical, and management records locally and make such records available for inspection by COUNTY, State and Federal representatives at all reasonable times.

D. PUBLIC AUTHORITY shall also 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.

#### **Section 9. APPLICABLE LAWS**

COUNTY and PUBLIC AUTHORITY shall observe and comply with all applicable federal, state and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California.

#### **Section 10. TERMINATION**

Either party may terminate this Agreement with or without cause upon sixty (60) day written notice served upon the other party; provided, however, that the Agreement may be terminated with less notice if by mutual written agreement of the parties.

#### **Section 11. ALTERATION AND AMENDMENTS**

No addition to, or alteration of the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the governing bodies of each of the parties.

## **Section 12. WAIVER OF CLAIMS**

Both parties hereby waive any claims against the other, its officers, agents or employees from damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable or delaying the same or any part thereof from being carried out.

## **Section 13. INDEPENDENCE OF AUTHORITY**

PUBLIC AUTHORITY is an entity separate from the COUNTY, and shall file the statement with the Secretary of State required by Section 53051 of the Government Code. PUBLIC AUTHORITY is a corporate body, exercising public and essential governmental functions and has all powers necessary to deliver In-Home Supportive Services including the power to contract. Employees of the PUBLIC AUTHORITY shall not be employees of the COUNTY for any purpose.

## **Section 14. SUCCESSORS AND WAIVERS**

This Agreement shall bind the successors of PUBLIC AUTHORITY and COUNTY in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as waiver of any other default, breach or condition precedent or any other right hereunder.

## **Section 15. NON-DISCRIMINATION IN SERVICES AND BENEFITS.**

COUNTY certifies that any services provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, or physical or mental disability in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, the Americans with Disabilities Act, or as otherwise provided by other applicable state and federal law; nor on the basis of sexual preference as determined by federal, state, county, or city regulations; except as may be required by federal, state, or other applicable regulations.

## **Section 16. DISPUTES.**

A. Whenever the COUNTY and the PUBLIC AUTHORITY disagree as to any matter governed under this Agreement, this dispute resolution process shall govern. Until the dispute is resolved, COUNTY shall continue to provide the services set forth herein and PUBLIC AUTHORITY shall continue to make payment therefor as set forth herein.

B. Within sixty (60) business days of the discovery of the dispute, either party may give the other party a written request for a meeting between PUBLIC AUTHORITY's Executive Director and the COUNTY Executive or designee. The

purpose of this meeting shall be to ascertain whether a resolution of the disagreement is possible without third party intervention.

C. If such a meeting is timely requested, the meeting shall be held within ten (10) business days of the receipt of the request. If the meeting fails to resolve the disagreement, then the matter shall be submitted to a neutral arbitrator appointed by the American Arbitration Association ("Arbitrator") for a decision. PUBLIC AUTHORITY and COUNTY may engage in discovery consisting of interrogatories, depositions, and production of documents on matters relevant to the resolution of the dispute which is subject to arbitration. The decision of the Arbitrator shall be controlling between PUBLIC AUTHORITY and COUNTY and shall be final. Except as provided in Code of Civil Procedure Sections 1286.2 and 1286.4, neither party shall be entitled to judicial review of the Arbitrator's decision. The party whose position is not upheld shall pay the Arbitrator's fees and expenses.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SANTA BARBARA, a political  
subdivision of the State of California

SANTA BARBARA COUNTY  
IN-HOME SUPPORTIVE  
SERVICES PUBLIC AUTHORITY

By \_\_\_\_\_  
Chair, Board of Supervisors  
COUNTY of Santa Barbara

By \_\_\_\_\_  
Chair, Board of Directors  
Santa Barbara IHSS PUBLIC AUTHORITY

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

APPROVED AS TO FORM:  
GARY FERAMISCO  
TREASURER/TAX COLLECTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED:  
JOHN A. FORNER  
SUPERVISING RISK ANALYST

By: \_\_\_\_\_

