

**INTERAGENCY AGREEMENT BETWEEN COUNTY
OF SONOMA AND SONOMA COUNTY IN-HOME
SUPPORTIVE SERVICES (IHSS) PUBLIC AUTHORITY**

This Agreement made and entered into as of June 21, 2011, by and between COUNTY OF SONOMA, a political subdivision of the State of California (COUNTY), and SONOMA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (AUTHORITY).

WHEREAS, AUTHORITY is an independent and separate legal entity established pursuant to the Welfare and Institutions Code;

WHEREAS, AUTHORITY desires to use certain COUNTY services;

WHEREAS, COUNTY desires to provide such services.

WHEREAS, it is important to identify the respective roles and responsibilities of COUNTY and AUTHORITY relating to the administration and/or operation of the In-Home Supportive Services (IHSS) program.

Section 1. TERM OF AGREEMENT

The term of this Agreement shall run from fiscal year to fiscal year unless otherwise terminated upon ninety (90) days written notice, or less if by mutual written agreement. This agreement may be altered or amended in accordance with Section 9 of this agreement.

Section 2. ROLES AND RESPONSIBILITIES OF COUNTY AND AUTHORITY RELATING TO THE PROVISION OF IN-HOME SUPPORTIVE SERVICES

A. COUNTY shall have the following responsibilities and obligations in relation to AUTHORITY:

1. The exclusive right to authorize and/or terminate services for an IHSS consumer, based on regulatory requirements.
2. The exclusive right to determine need for IHSS, the level and quality of services required, and the eligibility of individuals to be served.
3. The exclusive right to conduct initial assessment and reassessment of continuing need for services by the consumer.

4. The referral of IHSS consumers to AUTHORITY for AUTHORITY services.
 5. The provision of liaison staff to work with AUTHORITY.
 6. To avoid the duplication of administrative services and support systems the COUNTY shall provide to the AUTHORITY all such services and systems, including, but not limited to: budgeting, fiscal/accounting, payroll, general services, contracting, human resources, legal services, automated information systems and communications services. The costs for these services shall be established during the COUNTY budget process.
- B. The following are responsibilities and obligations of AUTHORITY in relation to COUNTY:
1. To act as the employer of record for individual providers serving IHSS consumers.
 2. To provide assistance to consumers in finding IHSS providers through the establishment of a registry.
 3. To maintain a referral system under which IHSS providers shall be referred to consumers.
 4. To investigate qualifications and background of potential IHSS providers.
 5. To provide access to training for IHSS providers and consumers.
 6. To ensure that the requirements of the personal care option pursuant to Subchapter 19 (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code are satisfied.
 7. To provide COUNTY with information needed in preparing COUNTY's billing to the California Department of Social Services (CDSS) for State and Federal share of AUTHORITY costs.
 8. To assist COUNTY in developing and submitting to the California Department of Social Services (CDSS) and the California Department of Health Services (CDHS) materials required for CDSS and CDHS approval of AUTHORITY reimbursement rate and any rate adjustment.
 9. To avoid the duplication of administrative services and support systems, the AUTHORITY shall utilize all such COUNTY

services and systems including, but not limited to: budgeting, fiscal/accounting, payroll, general services, contracting, human resources, legal services, automated information systems and communications services. Costs for these services shall be established during the COUNTY budget process.

10. To provide workers' compensation insurance for Public Authority employees. The State is responsible for workers' compensation insurance for IHSS providers.
11. To provide insurance for all services provided by the County.
12. To administer the memorandum of understanding with the recognized labor organization, to include provision of necessary information and reports on IHSS providers.

Section 3. ADMINISTRATIVE PROVISIONS

- A. For the purposes of avoiding duplication of administrative systems, the COUNTY and AUTHORITY agree to designate the Human Services Department as the administrative liaison of the AUTHORITY. The Director of the Human Services Department, or designee, shall use established COUNTY administrative systems in accordance with COUNTY ordinances, policies and procedures to carry out the purposes of the AUTHORITY.
- B. The Human Services Director shall supervise, and prepare a periodic draft performance evaluation of, the AUTHORITY Manager on behalf of the AUTHORITY Board of Directors.
- C. The COUNTY and AUTHORITY agree that the County Administrator discharge such duties in relation to the AUTHORITY as are contained in COUNTY CODE: Chapter 2, ADMINISTRATION; Division 2, County Administrator; Section § 2-8; Powers, duties, and responsibilities; (d) (e) (l) (m) (n), as indicated below:

[References to "the Board of Supervisors" below is understood to mean the Directors of the Public Authority.]

- (d) She shall make recommendations to the Board of Supervisors concerning any matter within the scope of such Board's operations and authority in which efficiency, economy or the public welfare may be promoted.
- (e) She shall prepare and recommend to the Board of Supervisors an annual budget for all departments and agencies for which the Board

of Supervisors is responsible, and shall exercise continuous budgetary control after the adoption of such budget. She shall review all requests for appropriations, requests for budget transfers, and requests for new positions, and shall make recommendations to the Board of Supervisors thereon prior to action by such Board upon such requests.

- (l) She shall attend the meetings of the Board of Supervisors and may participate in the discussion of any subject before such Board, but shall have no vote.
- (m) She shall perform such other services and duties as the Board of Supervisors may direct and shall keep the Board of Supervisors fully advised of all matters which come to his attention which may be pertinent to the discharge of such Board's responsibilities.
- (n) Pursuant to Government Code section 29090 the County Administrator is delegated the authority to authorize transfers within the budget, provided such transfers are within major budget categories."

Section 4. INSURANCE

With respect to all services and obligations of Authority under this Agreement, Authority shall maintain and shall also require of any subcontractors and other agents to maintain the levels of insurance or self-insurance as outlined below:

- A. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, or in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy or coverage document:
 - 1. "The County of Sonoma, its officers, agents, employees, and volunteers is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - 2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of company's liability.

3. The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.
 4. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Risk Management Division.”
- B. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:
1. “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma Human Services Department.”
- C. Workers’ Compensation Insurance. Workers’ compensation insurance (or self-insurance) with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:
1. “This policy shall not be canceled or materially changed without first giving thirty (30) days’ prior written notice to the County of Sonoma, Risk Management Division.”
- D. Professional Liability Insurance. When applicable, professional liability insurance for activities of Authority or its subcontractors, arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:
1. “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Human Services Department.”
- E. Public Employee Faithful Performance/Blanket Fidelity Bond. Public Employee Faithful Performance Bond for all activities of Authority, arising out of or in connection with services provided under this Agreement, with limits of \$1,000,000 to protect County from loss due to the actions or inaction of the Authority, its employees, officers, agents or volunteers.
- F. Documentation. The following documentation shall be submitted to the County of Sonoma Human Services Department:

1. Properly executed certificates or evidence of insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of Agreement.
3. Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

Section 5. FISCAL PROVISIONS

- A. 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 (IPs) 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. AUTHORITY shall compensate COUNTY for services provided under this Agreement quarterly, based on actual costs, the COUNTY Allocated Cost Plan or in accordance with Federal A-87 Guidelines, whichever method is ordinarily used by COUNTY to charge COUNTY departments. Notwithstanding the foregoing, COUNTY, upon written notification to AUTHORITY, may alter the methodology utilized to charge 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.
- C. Payment of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of COUNTY, State, and Federal funds for the purposes of providing IHSS.

Section 6. BUDGET

The AUTHORITY shall adopt its budget under the same laws, rules and policies that control the COUNTY budget process. The AUTHORITY will be maintained as a separate budget entity. The budget will be submitted to and adopted through the Human Services Department.

Section 7. MONITORING/AUDIT PROVISIONS

Authorized representatives of COUNTY, State and Federal governments shall have the right to monitor and audit all aspects of operations under this Agreement. 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. 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 8. APPLICABLE LAWS

COUNTY and 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 9. 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 10. 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 11. INDEMNIFICATION

- A. AUTHORITY agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including AUTHORITY, arising out of or in connection with the performance of AUTHORITY hereunder, whether or not there is concurrent negligence on the part of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for AUTHORITY or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

- B. AUTHORITY shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with AUTHORITY's performance hereunder.

Section 12. INDEPENDENCE OF AUTHORITY

AUTHORITY is, for all purposes arising out of this Agreement, an independent contractor and neither AUTHORITY nor its employees, shall be deemed COUNTY employees.

Section 13. NON-DISCRIMINATION IN SERVICES AND BENEFITS

- A. AUTHORITY is and will be committed to the principle that equal employment opportunity must be afforded to all persons regardless of race, color, ancestry, national origin, religion, sex, actual or perceived sexual orientation, marital status, age, pregnancy, medical condition or physical or mental disability as required by applicable Federal and State laws. AUTHORITY agrees that no person shall suffer discrimination with respect to employment or other terms or conditions of employment with AUTHORITY by reason of such person's status as enumerated above.
- B. AUTHORITY recognizes that equal employment opportunity may be ensured only by a carefully administered and practiced program designed to eliminate any practices, standards or conditions tending to result in discrimination, and by initiating positive efforts in recruitment, examination, selection, promotion, pay and training procedures to extend equal employment opportunities to all qualified persons without limiting, segregating or classifying employees or applicants for employment in any way which would deprive an individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical or mental disability. AUTHORITY shall provide the COUNTY with a copy of their Equal Employment Opportunity and Affirmative Action policies and shall, during the month of January of each year of the contract, certify that AUTHORITY is in compliance with the State and Federal laws related to equal employment opportunity.
- C. AUTHORITY agrees to comply with the provisions of Ordinance #4291 of the Sonoma County Code, prohibiting discrimination in housing,

employment and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

- D. AUTHORITY and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - 1. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

- E. AUTHORITY agrees to comply with all federal, state and local laws and ensure that all participants in programs administered by AUTHORITY, and for which AUTHORITY receives funding through state and federal assistance, are not subject to discrimination because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief so as to be excluded from participation in or denied the benefits of any such program.

- F. AUTHORITY assures by this writing that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

The parties have executed this Agreement on the date above written.

COUNTY OF SONOMA, a political
subdivision of the State of California

SONOMA COUNTY
IN-HOME SUPPORTIVE
SERVICES PUBLIC AUTHORITY

By: _____
Chairman, Board of Supervisors
"COUNTY"

By: _____
Chairman, Board of Directors
"AUTHORITY"

APPROVAL AS TO FORM:

By: _____
Deputy County Counsel

(SEAL)

Attest: _____
Clerk of the Board of Supervisors