



# LASSEN COUNTY

## Health and Social Services Department

- **HSS Administration**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8128
- **Grants & Loans Division**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-2683
- **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108 / 8112  
**Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112
- **Patients' Rights Advocate**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8322
- **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- **Public Guardian**  
720-A Richmond Road  
Susanville, CA 96130  
(530) 251-8337
- **Community Social Services**  
**Lassen WORKS**  
P. O. Box 1359  
720 Richmond Road  
Susanville, CA 96130  
(530) 251-8152  
**Business & Career Network**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 257-5057  
**Child & Family Services**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8277  
**Adult Services**  
720 Richmond Road  
Susanville, CA 96130  
(530) 251-8158
- **HSS Fiscal**  
P. O. Box 1180  
Susanville, CA 96130

**Date:** April 14, 2017

**To:** Aaron Albaugh, Chair  
Lassen County Board of Supervisors

**From:** Melody Brawley, Director  
Health & Social Services

**Subject:** Agreement Between Lassen County In-Home Supportive Services Public Authority and the County of Lassen

### Background:

Each year the Board of Supervisors, in its role as the Lassen County In-Home Supportive Services (IHSS) Public Authority (PA), enters into an agreement with various divisions of Lassen County to facilitate the transfer of funds allocated to the PA to those divisions that administer the provider elements of the IHSS program.

Some minor language modifications were made to the Agreement this year to reflect programmatic changes and, because the final version is late in going before the PA for approval, the department is proposing to increase the term of the Agreement to two years, extending it through June 30, 2018.

### Fiscal Impact:

There is no impact to County General Fund. Of the two year total for the Agreement, \$44,027 was budgeted for FY 16/17 in Fund 120-0856 and the same amount is estimated for FY 17/18.

### Action Requested:

(1) Convene as the IHSS Public Authority, and (2) approve the Agreement with the County of Lassen for July 1, 2016, through June 30, 2018, for a two-year total of \$88,054.



**AGREEMENT BETWEEN  
LASSEN COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY  
AND  
COUNTY OF LASSEN**

This Agreement is made by and between the Lassen County In-Home Supportive Services Public Authority (hereinafter "AUTHORITY"), established pursuant to Welfare and Institutions Code Section 12301.6 and Lassen County Ordinance Number 552 § 2 (part), 2002, and the County of Lassen (hereinafter "COUNTY"), a political subdivision of the State of California, to provide for the delivery of in-home supportive services to eligible residents of the County.

This Agreement sets forth the respective responsibilities of AUTHORITY and COUNTY for administration of the provider components of the In-Home Supportive Services (IHSS) program. Each party agrees to work in a cooperative manner to ensure prompt and efficient delivery of services with primary consideration given to the needs of IHSS recipients.

**WHEREAS**, AUTHORITY is a public entity separate from COUNTY, a corporate body exercising public and essential governmental functions and has powers necessary and convenient to carry out the provider components of IHSS;

**THEREFORE**, AUTHORITY and COUNTY hereto mutually promise and agree as follows:

**Section 1. Term.**

The term of this agreement shall be for the period of July 1, 2016, through June 30, 2018.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days to ensure the continuation of services to IHSS recipients and to allow AUTHORITY and COUNTY time in which to complete and approve a renewal contract.

**Section 2. AUTHORITY Obligations.**

AUTHORITY shall:

Act as the "employer of record" for individual providers serving IHSS recipients for the purposes of wages, benefits, and other conditions of employment. AUTHORITY shall have no authority to regulate, control, or limit rights and responsibilities of IHSS recipients to hire, fire, or supervise providers. The IHSS independent providers shall not be considered COUNTY employees for any purpose.

Annually evaluate the effectiveness of services provided by COUNTY pursuant to the Agreement.

**Section 3. COUNTY Obligations.**

COUNTY shall:

In its capacity as the Department of Health and Social Services

Designate an individual to serve as liaison between COUNTY and AUTHORITY.

Provide IHSS program status updates, information on pertinent law and regulation changes, and other reports as deemed necessary by AUTHORITY.

Orient appropriate COUNTY staff on AUTHORITY role, responsibilities, and authority.

Administer the provider components of the IHSS program, including

- Maintaining and managing an IHSS Provider Registry and system for referring potential providers to IHSS recipients;
- Recruiting, conducting required background checks, and enrolling qualified providers in the Registry;
- Orienting providers to program requirements and training them on the provision of services;
- Issue new provider and replacement timesheets. Complete Special Transactions (payroll) in CMIPS II. Review and address timesheets irregularities which are observed by staff or reported by the Provider and/or Recipient. Review and address timesheets which are rejected or held by the IHSS program payroll system.
- Mediating misunderstandings between providers and IHSS recipients;
- Informing providers of available additional training opportunities; and
- Maintaining all necessary and required records.

Administer the recipient components of the IHSS program pertinent to this Agreement, including

- Determining the eligibility, need for, and level of IHSS services to be provided and communicating IHSS services authorized to recipients;
- Educating IHSS recipients about their options to find their own provider or to select from the Registry list, and their responsibilities in employing providers;
- Providing a list of registered providers to IHSS recipients choosing to use the Registry;
- Communicating to providers levels and types of services authorized for individual IHSS recipients;
- Mediating misunderstandings between IHSS recipients and providers;
- Informing IHSS recipients of available additional training opportunities;
- Maintaining all necessary and required records;
- Providing a quality assurance program to investigate and report on compliance with applicable Federal, State, and Local laws, regulations, and codes; and
- Providing an anti-fraud program to investigate reports of fraud and instances of conflicting information, and to assure program integrity.

Administer the fiscal components of the IHSS program, including

- Establishing a separate budget unit for expenditures incurred and authorized by AUTHORITY or its designees;
- Developing AUTHORITY's budget and submitting required documents and fiscal claims to CDSS;
- Monitoring AUTHORITY's fund to ensure that COUNTY administrative costs do not exceed amounts specified in the budget;
- providing budget information and reports as necessary; and
- Maintaining all necessary and required fiscal records.

In its capacity as County Auditor

- Provide financial oversight; and
- Include audit of fiscal services provided for AUTHORITY as part of its annual County audit.

In its capacity as County Counsel

- Provide legal consultation, e.g. review and approval of resolutions and contracts, assistance with employee matters, and other functions related to this Agreement;
- With Personnel/Risk Management Department, consult with AUTHORITY on insurance and indemnification requirements of AUTHORITY contracts; and
- Provide legal representation.

In its capacity as the Personnel/Risk Management Department

- Consult with AUTHORITY on labor relations and collective bargaining activities;
- Analyze risk and consult with AUTHORITY on insurance coverage;
- With County Council, consult with AUTHORITY on insurance and indemnification requirements of AUTHORITY contracts;
- Arrange for insurance coverage for the AUTHORITY.

#### **Section 4. Funding Provisions.**

The maximum amount to be paid by AUTHORITY to COUNTY shall not exceed \$88,054.00. The cost of all services provided herein shall be paid on a monthly basis, based on the actual costs of services provided for hours billed.

Payment for all services provided under this Agreement is contingent upon the availability of County, State, and Federal funds designated for the administration of AUTHORITY responsibilities.

#### **Section 5. Monitoring and Audit Provisions.**

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

Both parties shall cooperate fully in any monitoring or auditing activities conducted by the County or other authorized governmental agency.

COUNTY agrees to maintain financial records for AUTHORITY. Such records shall contain itemized accounting of all costs and shall be made available for review by AUTHORITY and any other County, State, or Federal agency.

#### **Section 6. General Provisions.**

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

Modification. No modification or waiver of any provision of the Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition and for the specific instance for which given.

#### **Section 7. Termination.**

AUTHORITY and COUNTY shall each have the right to terminate this agreement upon thirty (30) days written notice to the other party.

**LASSEN COUNTY  
IHSS PUBLIC AUTHORITY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Aaron Albaugh, Chair  
Public Authority Governing Board

**LASSEN COUNTY**

Dated: \_\_\_\_\_

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

Richard Egan  
County Administrative Officer/CEO

Dated: 03/13/2017

By: 

Melody Brawley, Director  
Health and Social Services

Dated: \_\_\_\_\_

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

Dianna Wemple  
Auditor

Dated: \_\_\_\_\_

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

Cheryl Douglas  
Personnel/Risk Management

Approved as to form:

Robert M. Burns  
Lassen County Counsel

By:  2/8/17

Andrew Haut  
Attorney for County Counsel