

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Social Services		(2) MEETING DATE February 7, 2006		(3) CONTACT/PHONE Trish Avery Caldwell (805) 781-1970	
(4) SUBJECT Request approval to amend Contract between the County of San Luis Obispo Department of Social Services and In-Home Supportive Services Public Authority.					
(5) SUMMARY OF REQUEST The Department of Social Services (DSS) is requesting approval to amend the Contract with the In-Home Supportive Services Public Authority for in-home domestic and personal care services for Fiscal year 2005/2006.					
(6) RECOMMENDED ACTION It is recommended that your Board approve, and direct the Chairperson to sign the amendment to the contract with the In-Home Supportive Services Public Authority for in-home domestic and personal care services for Fiscal year 2005/2006.					
(7) FUNDING SOURCE:		(8) CURRENT YEAR COST		(9) ANNUAL COST	
Federal 40%		\$479,903		\$479,903	
State 38%					
County 22%					
(10) BUDGETED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> No					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel has reviewed and approved these contracts as to legal form and effect.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) ADMINISTRATIVE OFFICE REVIEW <p align="center"><i>ok - Dan Boelski</i></p>					
(14) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th <u>All</u>			(15) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (2 Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

*B-2A
12-7-06*



DEPARTMENT OF SOCIAL SERVICES

3433 South Higuera Street, Post Office Box 8119
San Luis Obispo, California 93403-8119

TO: Board of Supervisors

**FROM: Leland W. Collins, Director
Department of Social Services**

DATE: February 7, 2006

**SUBJECT: Request approval to amend Contract between the County of San Luis Obispo
Department of Social Services and In-Home Supportive Services Public
Authority.**

Recommendation

It is recommended that your Board approve, and direct the Chairperson to sign the amendment to the contract with the In-Home Supportive Services Public Authority for in-home domestic and personal care services for Fiscal year 2005/2006.

Discussion

The In-Home Supportive Services (IHSS) program provides in-home domestic and personal care services to very low-income persons with disabilities or to persons 65 years or older so they can remain living in their homes. Considered an alternative to out-of-home institutional care such as nursing homes or board and care facilities, the IHSS program is an affordable, desirable program for low-income individuals, supporting an individual's right to independence, choice and dignity.

In 1999, the Governor signed Assembly Bill (AB) 1682, mandating the establishment of an entity to act as "employer of record" for In-Home Supportive Services (IHSS) caregivers in all California counties for the purpose of collective bargaining.

In May 2001, your Board approved the recommendation of the IHSS Advisory Committee to establish a separate agency know as the IHSS Public Authority to act as the employer of record for San Luis Obispo County, appointed a Governing Board for the IHSS Public Authority and approved the initial interagency Operating Agreement and the initial Rate Reimbursement Package.

On December 6, 2005, your Board approved a contract for the period covering July 1, 2005, through February 28, 2006, with the anticipation that there would be structural changes to the Public Authority and that a new contract would be executed to cover March 2006 through June 2006. It has since been determined that no structural changes will occur this FY.

B-2A
B-2

Other Agency Involvement

The IHSS Public Authority is a public agency and represents the senior and disabled community. IHSS caregivers are members of, and provide input to, the Public Authority Governing Board.

County Counsel has reviewed and approved this contract amendment as to legal form and effect.

Fiscal Considerations

The budget for the administration of the IHSS Public Authority for FY 2005/2006 is \$479,903. A County match of \$105,579 is projected at 22% based on the allocation formula currently in effect for the IHSS direct service hours cost.

Agency	FY 04/05	FY 05/06	Notes	Sharing Ratios			
				Fed	State	Co	Other
IHSS Public Authority	\$479,903	\$479,903	In-Home Supportive Services	40%	38%	22%	

Results

Fiscal Year 04-05

The IHSS Public Authority maintains a Registry of Individual Providers (Caregivers), providing a referral system for referring Caregivers to consumers and assisting the consumer in the process of hiring a caregiver.

The IHSS Public Authority's goal was to "match" caregivers with consumers at a success rate of 80% matched within 45 days. Although this goal was not met in FY 2004/2005, the IHSS Public Authority will aim to achieve this goal in FY 2005/2006.

Approval of this contract serves to formalize the existing arrangement, enabling the IHSS Public Authority to fulfill its duties in collective bargaining with the employees' representatives.

B-24
3

County of San Luis Obispo
Office of the Auditor-Controller
Room 300 County Government Center
San Luis Obispo, California 93408
(805) 781-5040 FAX (805) 781-1220



GERE W. SIBBACH, CPA
Auditor-Controller

BILL ESTRADA
Assistant

INDEPENDENT CONTRACTOR SUMMARY INFORMATION FORM

Contractor/Company Name and address:

IHSS Public Authority
P.O. Box 3236
San Luis Obispo, CA 93403

PO #: _____
Board Order #: _____
Purchase Claim #: _____

Individual taxpayer's name as it appears on W-9 form (attach completed W-9):

In Home Supportive Services Public Authority for San Luis Obispo County

Individual taxpayer's SSN as it appears on W-9 form:

02-0644332

Start date of contract: 7/1/05 Contract term: Ongoing Fixed Term

Expiration date of contract: 06/30/06

Dollar value of contract: \$479,903.00

BACKGROUND

Senate Bill 542, chaptered in 1999, requires additional reporting requirements for businesses beginning January 1, 2001. In order to comply with these reporting requirements, County policies and procedures have changed and now mandate the following, effective as of January 1, 2001:

1) ALL SERVICE AGREEMENTS – W-9 FORM REQUIRED

All service agreements entered into, whether they are contracts, purchase orders, or purchase claims, require **IRS form W-9 information** (Request for Taxpayer Identification Number) as part of the County's acceptance of that agreement.

Each Board contract for service needs a separate W-9, even if a completed form is on file from a prior agreement. **Departments are responsible for obtaining this information from their vendors during the negotiation of contracts.**

Purchase orders and purchase claims for services also require W-9 information to be on file with the Auditor-Controller. Departments are responsible for obtaining W-9 information from the vendor or for verifying that the Auditor's information requirements have already been satisfied. Purchasing can assist in this process when departments are not involved with the vendor contact.

Forms completed at the departmental level should be forwarded with the purchase requisition to Purchasing, with the purchase claim to the Auditor's office, or with the contract to the Administrative Office. Purchase Orders will **NOT** be cut, purchase claims will **NOT** be processed immediately, and contracts will **NOT** be placed on the Board agenda if this information is missing.

2) AGREEMENTS WITH INDEPENDENT CONTRACTORS – SUMMARY INFORMATION REQUIRED

In addition to the W-9 requirement, the form above must be completed for service agreements with independent contractors. The form is intended to summarize the terms of the agreement. Please refer to the instructions on page two for item-specific guidance.

B. J. A

FIRST AMENDMENT TO CONTRACT BETWEEN
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

This amendment to the contract (hereafter “Original Contract”) entered into on July 1, 2005, by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter “County”) and In-Home Supportive Services Public Authority for San Luis Obispo County, a corporate public body (hereafter “Contractor”).

WHEREAS, on December 6, 2005, by Agenda Item No. B-20, the San Luis Obispo County Board of Supervisors (hereafter “Board”) approved a contract with Contractor.

WHEREAS, the duration of the original contract was to remain in effect until February 28, 2006;

WHEREAS, the compensation of the original contract was three hundred fifty six thousand dollars (\$356,000);

WHEREAS, the County has an additional need for continuing services;

WHEREAS, Contractor is specifically trained, experienced, expert and competent to perform such special services; and

WHEREAS, the Original Contract was let in accordance with Department of Social Services (CDSS) Manual Policies and Procedures (MPP) Section 23-600.

NOW, THEREFORE, the parties mutually agree as follows.

1. Compensation. Effective as of the 1st day of the calendar month following the Board’s approval to this first amendment; the original contract, Exhibit B, page 1, Section 1, is deleted and replaced with the following paragraph:

The total payments from the County to Contractor under the terms of this agreement shall not exceed four hundred seventy nine thousand nine hundred three dollars (\$479,903.00). (See attached revised Exhibit B.)

2. Duration and Effective Date. Effective as of the 1st day of the calendar month following the Board’s approval to this first amendment; the original contract, Exhibit C, Section 3, is deleted and replaced with the following paragraph:

This agreement shall remain in force and effect from the effective date stated above until June 30, 2006. (See attached revised Exhibit C.)

B-20
S

- 3. All other conditions in the original contract as modified by this amendment shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment to contract on the day and year first hereinabove set forth.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT

JAMES B. LINDHOLM, JR
County Counsel

By: Patricia [Signature]
Deputy County Counsel

Dated: 1/12/06

CONTRACTOR

By: [Signature]
Title: IHSS Public Authority Chair

By: [Signature]
Title: Secretary ^{and} Treasurer

B-2A
6

EXHIBIT B

CONTRACT BETWEEN
IN HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY OF SAN LUIS OBISPO COUNTY
AND
THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Compensation and Billing

1. Compensation. The total payments from the County to Contractor under the terms of this agreement shall not exceed four hundred seventy nine thousand nine hundred three dollars (\$479,903.00).
2. Funding. Contractor will be funded by state, federal and County funds based on the established IHSS cost of sharing ratios.
 - a. County's financial obligation under this contract shall be determined annually during the County's annual budget process and shall be an absolute limit on County's costs for that fiscal year.
3. Contingent Funding. Contractor expressly acknowledges that all compensation is contingent in availability and receipt of federal, state and County funds.
4. State of California Direct Funding. All IHSS services billed on an hourly basis by independent providers will be paid directly from the State of California to the independent provider.
5. Worker's Compensation. The State of California will provide worker's compensation benefits directly to IPs.
6. Deposit and Treasurer. Pursuant to Government Code section 53635, Contractor shall deposit and maintain all of its funds in the County Treasurer's Investment Pool. The County Treasurer is the ex-officio treasurer of Contractor, the IHSS Public Authority for the San Luis Obispo County, a public authority.



EXHIBIT C

CONTRACT BETWEEN
IN HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY OF SAN LUIS OBISPO COUNTY
AND
THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Duration and Effective Date

1. Effective Date. The San Luis Obispo County Board of Supervisors shall be the last party to sign this contract. The effective date of this contract shall be the date the contract is signed by the Chairman of the San Luis Obispo County Board of Supervisors.
 - a. Because of delays in finalizing language impacting this Contract, the Board of Supervisors signature date may be after July 1, 2005. The Board of Supervisors expressly intends that this Contract shall begin on July 1, 2005 and apply to all transactions on or after that date.
2. Service Date. Services shall commence on or after the effective date and shall end upon the end of the duration date.
3. Duration. This agreement shall remain in force and effect from the effective date stated above until June 30, 2006.

B-2A
J