



# County of Santa Cruz

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## HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator  
1000 Emeline Avenue, Santa Cruz, CA 95060  
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

October 10, 2000

AGENDA: October 24, 2000

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA. 95060

## ENHANCEMENTS TO IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM

Dear Members of the Board:

The purpose of this letter is to inform your Board about various activities the Human Resources Agency (HRA) is planning to enhance the In-Home Supportive Services (IHSS) program. These actions include: accepting unanticipated revenue to support the activities of the IHSS Advisory Committee and to increase wages to Independent Providers of IHSS services, as well as adding two new staff positions to the Adult Services Division.

### Contract for Consulting Services to the IHSS Advisory Committee

As you are aware, an IHSS Advisory Committee (see attached list of members) was established by your board on June 20, 2000 in compliance with Assembly Bill 1682. This committee is evaluating options for Employer of Record for providers of IHSS services in Santa Cruz County, and will be making a recommendation to your Board in the near future. Upon direction from your Board, the committee will begin to design an implementation plan for the selected option. To assist the committee to design and implement an employer of record for all providers of IHSS, HRA is recommending that Eldon Luce who is a statewide expert on the subject of AB 1682, and the Director of the Public Authority in Contra Costa County, be hired as a consultant. By hiring Mr. Luce, Santa Cruz County will be able to design and implement an employer of record for 'all providers of IHSS in as short a time as is possible.

The cost of services under such a contract will not exceed \$30,000 and will be covered by funding available to counties for the operation of IHSS Advisory Committees under AB 1682. An allocation of \$50,000 in unanticipated revenue from the California Department of Social Services is designated to support the evaluation and planning activities of the MSS Advisory Committee. There will be no net County cost for the consultant services. A copy of the contract with Mr. Luce is attached for your information.

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**Enhancements to In-Home Supportive Services Program (IHSS)****Stipend for members of the IHSS Advisory Committee**

As noted above, the state budget allows funds to support the operation of the IHSS Advisory Committee. The majority of members of the advisory committee are IHSS consumers on fixed incomes. In order to participate in committee activities, some of these members incur expenses that they must bear on their own such as transportation or additional provider care. Two committee members are IHSS providers whose participation may result in some loss of income. Although it is unusual for members of public advisory bodies to be reimbursed for expenses related to such meetings, these circumstances are unique. A survey of counties with IHSS advisory committees reveals that options are being made available to reimburse committee members for costs of travel and incidental care. It is proposed that Santa Cruz County offer a modest stipend of \$20 per member per meeting, not to exceed two meetings per month. The stipend would cease when state funding to IHSS advisory committees is no longer available, absent further direction from your Board. HRA recommends that these stipends be retroactive to the July meeting with the consent of your Board. Approximate cost of this stipend would be \$5,940 through October 31, 2001 and would be claimed to funds allocated for the operation of IHSS Advisory Committees. There would be no net County cost.

**Increase Wages to Independent Providers**

In Santa Cruz County, approximately 70 % of IHSS consumers use the Independent Provider (IP) mode for service. This translates to 85 % of all IHSS hours being served through the IP mode. Generally, IPs in non-public authority counties earn minimum wage, currently \$5.75 per hour. At this time, the state does not participate in funding IP wages above minimum wage except where there is a public authority as the employer of record. Effective January 1, 2001, the state will participate in funding a three percent (3%) increase above the minimum wage in non-public authority counties. This would result in an increase of about seventeen cents per hour, raising the hourly wage to \$5.92 for IPs. As you are aware, there is significant concern on the part of IHSS consumers and their advocates that consistent, quality care is increasingly difficult to secure at the current rate of compensation. The existing economic climate poses significant challenges to maintaining an adequate workforce for serving local IHSS consumers. While the increased contribution on the part of the state will be helpful, a three percent increase will not significantly remedy the situation.

In public authority counties, the state will now participate in funding the IP hourly wage up to \$7.50 per hour this year, and increasing by \$1.00 for the next four years. As noted above, the IHSS Advisory Committee is diligently working on a recommendation to your Board regarding the preferred option for employer of record for Santa Cruz County. After deliberation by and direction from your Board, the committee will design an implementation plan and take steps to operationalize the new employer of record entity. Until actual implementation occurs, counties are not able to claim the additional state participation for public authority wages. The committee anticipates moving quickly through this process and to be close to implementation by early in FY2001-02. However, the current situation is urgent and immediate measures need be taken to protect the well being of IHSS consumers and to improve compensation to their providers.

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**Enhancements to In-Home Supportive Services Program (IHSS)**

To address this concern between now and implementation of the recommended option or combination of options, HRA recommends-increasing the MSS IP wage to \$7.25 per hour, effective December 1, 2000. Beginning on January 1, 2001, state participation will increase by \$46,888 to cover their share of the 3% increase. In addition, beginning December 1, 2000, federal participation will increase by \$287,229 for the portion of the increase for federally eligible IHSS service hours. The additional County cost of providing this wage increase is projected to be \$564,278 through June 2001.

Unanticipated revenue due to caseload growth in realignment is available to cover this entire amount, with no new net County cost. The cost of the increase in subsequent years will be funded through increased participation by the state and increased realignment revenue. This will result in no new county costs for this program.

**Adult Services Positions to be Added**

As part of the budget process, your Board approved the establishment of an Adult Services Division in Human Resources Agency (HRA). IHSS and Adult Protective Services (APS) activities are both expanding significantly due to new state regulations and caseload growth. The following positions are necessary to support program activities and will be funded by unanticipated revenue from Federal and State program allocation and realignment with no net increase to County cost:

- **1.0 FTE Division Secretary** – to provide administrative support to Adult Services Division staff and to the Division Director position recently classified.
- **1.0 FTE Eligibility Worker III** – to facilitate the processing of applications to the IHSS program and maintain compliance with regulations for establishing budgets for Income Eligible recipients of Personal Care Service Program (PCSP). Increasing eligibility staff for PCSP will allow the County to maximize federal funding participation for this program. This position will be funded by Medical.

**Fixed Assets**

In addition to the positions listed above, the following fixed assets are requested for the Division Secretary position:

1 IBM compatible computer w/ accessories @ \$1,800 =	<b>\$1,800</b>
1 Work station including ergonomic chair and guest chair @\$4,670 =	<b>\$4,670</b>

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolutions accepting unanticipated revenue. Approve resolution A in the amount of **\$42,376.00**, resolution B in the amount of **\$50,000.00** and resolution C in the amount of **\$571,756.00** for a total amount of **\$664,132.00**, and appropriate funds as per the attached resolutions;

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**Enhancements to In-Home Supportive Services Program (IHSS)**

2. Approve agreement with Eldon Luce, Consultant, for no more than \$30,000 and authorize the Administrator of the Human Resources Agency execute the agreement;
3. Approve a stipend of \$20 per meeting, limited to two meetings per month for members of the In-Home Supportive Services (IHSS) Advisory Committee;
4. Approve a wage increase to Independent Providers of IHSS Services to \$7.25 per hour effective December 1, 2000;
5. Approve the addition of 2.0 FTE positions in the Human Resources Agency and direct County Personnel to expedite classification and hiring; and
6. Approve purchase of fixed assets in the amount of \$6,470 and direct General Services to expedite the purchasing.

Very truly yours,



CECILIA ESPINOLA

Administrator

Attachments:

In-Home Supportive Services Advisory Committee

Independent Contractors Agreement

AUD 60

ADM 29

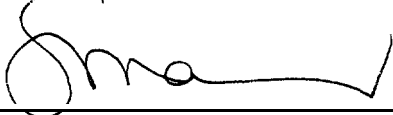
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BOARD OF SUPERVISORS

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**Enhancements to In-Home Supportive Services Program (IHSS)**

RECOMMENDED:



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SUSAN A. MAURIELLO

County Administrative Officer

CC: County Administrative Office  
Auditor Controller  
HRA-Fiscal  
General Services  
Service Employees International Union Local 415  
MSS Advisory Committee  
Seniors Commission  
Long-Term Care Interagency Commission  
Commission on Disabilities

## In-Home Supportive Services Advisory Committee

### At-Large Appointees

Michael Molesky  
S. Rene Bettencourt  
Christopher Jordan  
Patrice LaFollette  
Sherry Sibley

### Representative of the Commission on Disabilities

Victor Everlove

### Long Term Care Interagency Commission

Marian Wood

### Seniors Commission

Priscilla Loewenstein

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this **24<sup>th</sup>** day of **October** 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, **Eldon Luce, Consulting**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to provide consulting services for the In-Home Supportive Services Advisory Committee as detailed in Exhibit A, Scope of Services, to include but not be limited to the following:
  - A. Develop an implementation team to design and create an implementation plan for IHSS Employer of Record;
  - B. Facilitate bi-monthly meetings of the implementation team
  - C. Develop a comprehensive work plan for designing the Employer of Record (EoR) entity as directed by the Santa Cruz County Board of Supervisors;
  - D. Guide the implementation team through a process which will result in:
    - 1) Identifying Committee values and mission statement
    - 2) Defining role of IHSS Advisory Committee relative to the operation of the selected EoR entity
    - 3) Policies and procedures of the EoR entity
    - 4) Design of the administrative structure and staffing of the EoR option including job descriptions and duties salary ranges
    - 5) Identification and design of the various functions and activities of the EoR
    - 6) Establishing a budget for EoR entity
    - 7) Development of a reimbursement rate for EoR and documentation required by California Department of Social Services
    - 8) Development of an evaluation plan and performance indicators for the EoR option
  - E. Prepare final report of the IHSS Advisory Committee/Implementation Team findings and recommendations for the Board of Supervisors
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Compensation is limited to an amount no more than \$30,000 based on time and materials, which are to be billed in accordance with the following rates:

  - A. Five hundred dollars (\$500 ) per day for meetings with the IHSS Advisory Committee/Implementation Team; and
  - B. \$75.00 per hour for preparation time and materials including preparation of a report to the County containing the findings and recommendations of the IHSS Committee.

Submit monthly or quarterly invoice for payment to:

Human Resources Agency  
Attn: Francie Newfield – LA01  
PO Box 1320  
Santa Cruz, CA 95061
3. TERM. The term of this contract shall be October 24, 2000 through October 31, 2001.

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INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here EC.
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_/\_\_\_\_\_.
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here EC.

B. Other Insurance Provisions

- 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period

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of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- 2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- 3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Human Resources Agency – In-Home Supportive Services Program  
PO Box 1320  
Santa Cruz, CA 95061 Attn: Francie Newfield LA01

- 4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency - In-Home Supportive Services Program  
PO Box 1320  
Santa Cruz, CA 95061

Attn: Francie Newfield LA01

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- 1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to

consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

- 2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.
- 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of

California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. ACKNOWLEDGEMENT. All reports and literature produced through services funded by the Santa Cruz County Board of Supervisors must include acknowledgement that the Santa Cruz County Board of Supervisors provided funding to the Contractor.
13. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A – Scope of Service  
Statement of Nondiscrimination

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Eldon Luce

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

Typed Name: Eldon Luce, Consulting

Address: 1509 Dale Avenue

San Mateo, CA 94401

Telephone: (925) 646-1257

Tax ID #: 555-56-5578

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 10-6-2000  
Risk Management

3. APPROVED AS TO FORM:

By: Jan M. Scott  
County Counsel

DISTRIBUTION:

County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

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**EXHIBIT A**  
**SCOPE OF SERVICES**  
**PUBLIC AUTHORITY IMPLEMENTATION CONSULTATION**  
**SANTA CRUZ COUNTY PROJECT**

Submitted by:  
Eldon E. Luce Consulting  
1509 Dale Avenue  
San Mateo, CA 94401  
Phone: (650) 296-3958  
Email: elconsult@hotmail.com

**Project would include, but not necessarily be limited to the following:**

- A. Meet with the Department of Social Services Director or designee, 1682 Advisory Committee IHSS social workers and other key stakeholders to understand and clarify expectations for the Public Authority (PA).
- B. Develop ad hoc Implementation Team
  - 1. Meet with the Department of Social Services Director or designee and other key stakeholders to finalize membership of Implementation Team; and discuss Brown Act relative to Team meetings.

Potential Implementation Team membership:

- 1682 Advisory Committee
- IHSS Providers
- Senior Advocate
- Union representative
- IHSS Contractor representative
- County staff as appropriate, e.g., Social Service Department, County Counsel, Risk Management, Human Resources.
- Doctors
- Nurses
- Social Workers
- Geriatric Specialists
- Elder Care Attorneys
- Developmentally Disabled service Representatives
- Independent Living Advocates
- Community Based Organizations

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2. Facilitate Implementation Team in establishing meeting ground rules; decision-making process; agreement on makeup of steering committee (including, but not limited to Department of Social Services Director or designee and chair of 1682 Advisory Committee) that will review and approve future agendas; scheduling of future meetings (would propose meeting twice monthly); and presentation for Team's consideration, modification, prioritization and approval of the following outline of issues to be address in the comprehensive work plan:

- Role, responsibilities, authority of the PA
- Values and Mission Statement and goals for the PA
- Advisory Committee mission, membership, structure and operations
- PA functions/activities:
  - Registry structure
  - Training component structure
  - Other functions/activities
- PA administrative structure
- PA Executive Director and staff job descriptions
- PA budget
- Evaluation plan for PA activities
- Performance indicators for PA activities

C. Development of comprehensive work plan for designing the PA

Assuming the outline of the comprehensive work plan is approved by the Implementation Team, the list of issues/questions I would facilitate the Team in addressing includes, but is not limited to:

1. Role, responsibilities, authority of the PA

Given the expectations of key stakeholders; the need to work cooperatively with county departments; work within the political structure of the county; be accountable to the governing board, advisory committee, consumers, workers, etc.:

- What will the role of the PA be relative to the above entities and constituencies?
- What will the scope of responsibilities be?
- How will responsibilities be divided between county IHSS and PA?
- What will the working relationship/level of coordination be between county IHSS and PA?
- How will advocacy efforts be divided and/or coordinated between county/county lobbyist and PA/PA Advisory Committee?
- How much authority (in what areas) will the PA have?
- In what instances can the PA act independently? When does it need approval? Approval from whom?

- . To whom does the PA report on a daily basis? Will there be a direct supervisory relationship between a county employee and PA Executive Director, or a liaison relationship?

2. Values and Mission Statement and goals for the PA

After agreeing on/understanding the role, responsibilities and authority of the PA the Team will be ready to address the organization's values, mission and goals. The Mission Statement is developed based on the values/principles held by the group relative to the organization; goals are developed that support the mission of the organization.

- What are the key/essential values/principles the group sees the organization being grounded in?
- . What is a short succinct statement that encompasses the values/principles and states the mission of the organization?
- What does the group envision as the goals that will be address toward meeting the stated mission of the organization?

3. Advisory Committee mission, membership, structure and operations

- . What is the mission/role/purpose of the Advisory Committee (AC)?
- . Advisory on policy? Program? Legislation? Other?
- What is AC role in collective bargaining?
- . Does AC have direct day-to-day relationship with Board, or is relationship through Executive Director? Other?
- What is the ideal number of members to accomplish the mission/role/purpose?
- What membership categories will best serve the mission/role/purpose?

While the following questions will be addressed once the AC is appointed, the Team may want to give some consideration to the following:

- . AC committee structure, meeting schedule, need for reasonable accommodations (including transportation costs), decision-making process, Brown Act requirements, etc.

4. PA functions/activities:

In general the PA is required to provide: A registry of providers; screening and checking background of potential providers; a system for referring providers to consumers; and access to training for consumers and providers. The PA is allowed to provide other activities related to the delivery of IHSS.

Relative to each of these functions/activities, the list of issues/questions I would facilitate the Team in addressing includes, but is not limited to:

## Registry of Providers

Will registry be:

- Centralized or decentralized?
- Run in-house or contracted out?
- For IHSS only or also for private-pay?
- What will registry require in computer hardware and software?
- How does the system for referring to the registry work?
- Who makes referrals to the registry? County IHSS? Self? Other?
- How much information will County IHSS be willing to share with registry when making referral, e.g., 293?
- How does registry recruit sufficient numbers of providers to meet consumer needs?
- How does registry meet need to provide emergency, substitute, and short term and respite providers?
- What information is required of provider and what process does provider go through to be listed on the registry?
- Will a minimum level of training be required to be listed on the registry?
- What would exclude a provider from registry? Cause provider to be removed from Registry?
- What process will be used to address provider or consumer complaints, i.e., grievance procedure?
- How often will provider files be updated regarding provider availability?
- Whose responsibility will this be? PA? Provider? Both?

## Screening and Background Check

- What will be required on the provider registry application?
- Will references be required and checked? How many? What type?
- Will there be a policy for those who do not have references; have not worked before?
- Will documentation of any training, e.g., CNA, CPR, First Aid be required? Checked?
- Will those indicating a willingness to drive on behalf of the consumer be required to show drivers license? Proof of insurance? DMV printout?
- Will there be a criminal background check? If so how extensive?
- What will policy be regarding exclusion based on criminal background check?
- Will a face-to-face interview between provider and registry staff be required?
- Will an I-9 be required?

## Registry Referral System

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Access To Training For Consumers And Providers

Other Activities Related To The Delivery Of IHSS

5. PA administrative structure
  6. PA Executive Director and staff job descriptions
  7. PA budget and rate and documentation required by CDSS
  8. Evaluation plan for PA activities
  9. Performance indicators for PA activities
- D. Consultant would prepare final report (findings and recommendations) for Board of Supervisors approval.



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**ASSURANCE OF COMPLIANCE  
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

Eldon Luce Consulting

**NAME OF VENDOR/RECIPIENT**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-1 1139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will in mediatly take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the p&pose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-1 1139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 10/11/00

Eldon Luce  
Director's Signature

Address of Vendor/Recipient: 1509 Dale Ave. San Mateo, CA 94401

33  
Bz

12

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: HRA (Dept.)  
Frances G. Chen (Signature) 11/10/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the S.C. HRA (Agency)  
and Eldon Luce Consulting, 1509 Dale Ave., San Mateo, Ca 94401 (Name & Address)
- The agreement will provide Consulting Services for design and implement an Employer of Record for all providers of IHSS
- The agreement is needed to comply with Assembly Bill 1682 which requires establishing an Employer of Record for IHSS
- Period of the agreement is from 10/24/00 to 10/31/01
- Anticipated cost is \$ 30,000 (Fixed amount; Monthly rate; Not)
- Remarks: W-9 attached Contact: F. Newfield X4401  
Fy 00/01 Encumbrance \$30,000
- Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and 10/11 been encumbered. Contract No. CO 02277 Date 2/00  
or not be

**GARYA. KNUTSON,** Auditor-Controller  
BY Ronald A. Aiken Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HRA Administrator to execute the same on behalf of the H R A (Agency).

Remarks: 45 (Analyst) BY Ch G County Administrative Officer Date 10/13/00

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - 10/11/01  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz.

State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

33

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from DSS Fed and State  
Allocations for APS and IHSS program; and

WHEREAS, the County is recipient of funds in the amount of \$ 42,376  
which are either in excess of **those anticipated** or are not specifically set  
forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section **29130(c)/29064(b)**, such funds  
**may** be made available for specific appropriation by a four-fifths vote of  
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa **Cruz** County  
Auditor-Controller accept funds in the amount of \$ 42,376 into

Department **HRA-Social Services**

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subject Number</u>	<u>Account Name</u>	<u>Amount</u>
<b>001</b>	<b>3 9 2 1 0 0</b>	0532	<b>IHSS</b>	42,376

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392100	<b>3100</b>		<b>Reg Salaries</b>	36,876
021	<b>392100</b>	8404		<b>Other Equip</b>	5,500

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been  
researched and that the Revenue(s) (has been) (will be) received within the  
**current** fiscal year.

By *Travis Wilson*  
Department Head

Date *10/11/00*

COUNTY ADMINISTRATIVE OFFICER

☒ Recommended to Board

☐ Not Recommended to Board

PASSED AND ADOPTED by the Board of supervisors of the County of Santa Cruz,  
State of California, this \_\_\_\_\_ day of \_\_\_\_\_  
by the following vote (requires four-fifths vote for approval): \_\_\_\_\_ 19\_\_\_\_

AYES: SUPERVISORS

NOES: SUPERVISORS

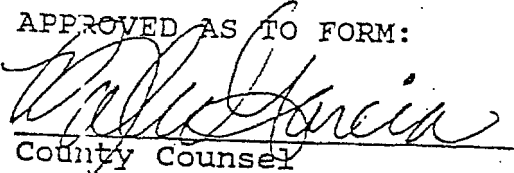
ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 10/12/00  
Auditor-Controller

Distribution:

Auditor-controller

County Council

County Administrative Officer

Originating Department

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BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING **UNANTICIPATED** REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from DSS AB1682  
Allocation for IHSS Advisory Committee program; and

WHEREAS, the County is recipient of funds in the amount of \$ 50,000  
which are either in excess of **those anticipated** or are not specifically set  
**forth** in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section **29130(c)/29064(b)**, such funds  
**may** be made available for specific appropriation by a four-fifths vote of  
the Board of Supervisors:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that **the Santa Cruz County**  
Auditor-Controller accept funds in the amount of \$ 50,000 into

Department **HRA-Social Services**

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
<b>001</b>	<b>392100</b>	<b>0532</b>	<b>IHSS</b>	<b>50,000</b>

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PR J/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	<b>392100</b>	<b>3665</b>		<b>Prof &amp; Special</b>	<b>30,000</b>
<b>021</b>	<b>392100</b>	<b>3975</b>		<b>Misc Exp</b>	<b>5,940</b>
021	<b>392100</b>	<b>3493</b>		<b>Office Exp &amp; Serv</b>	<b>14,060</b>

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been  
researched and that the Revenue(s) (has been) (will be) received within the  
current fiscal year.

By *Gracie Hines*  
Department Head

Date *12/11/02*

COUNTY ADMINISTRATIVE OFFICER

✓

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,  
State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*[Signature]*  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

*Ronald J. Aiton* 10/200  
Auditor-C&troller

Distribution:

Auditor-Controller  
County Council  
County Administrative Officer  
Originating Department

17

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from \_\_\_\_\_  
Reassignment for IHSS program; and

WHEREAS, the County is recipient of funds in the amount of \$ 571,756  
which are either in excess of those anticipated or are not specifically set  
forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds  
may be made available for specific appropriation by a four-fifths vote of  
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County  
Auditor-Controller accept funds in the amount of \$ 571,756 into

Department HRA-Social Services

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392100	0 5 3 2	IHSS	571,756

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
022	392100	4545		IHSS Program	564,278
021	392100	3100		Req Salaries	6,508
021	392100	8404		Other. Equip	970

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been  
researched and that the Revenue(s) (has been) (will be) received within the  
current fiscal year.

BY James Hines  
Department Head

Date 10/14/02

COUNTY ADMINISTRATIVE OFFICER

☒

Recommended to Board

☐

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,  
State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

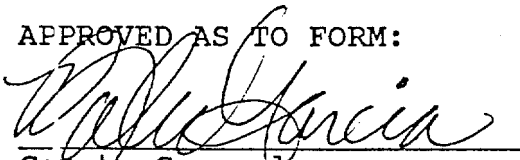
ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 10/12/00  
\_\_\_\_\_  
Auditor-Controller

Distribution:

Auditor-Controller  
County Council  
County Administrative Officer  
Originating Department