

AGREEMENT TO PROVIDE SERVICES

This Agreement is entered into by and between Sonoma County In-Home Supportive Services (IHSS) Public Authority, hereinafter referred to as IHSS-PA, and the Sonoma County Human Services Department, hereinafter referred to as HSD.

WHEREAS, the HSD shall perform services in connection with the In-Home Supportive Services Registry, Referral, Training & Screening program; and

WHEREAS, the IHSS-PA desires to have experienced staff assigned for purposes of providing registry, referral, training and screening services; and

WHEREAS, the IHSS-PA and the HSD desire to integrate services for the benefit of Sonoma County residents; and

WHEREAS, the HSD is willing to provide a limited number of staff on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants set forth herein, IHSS-PA and HSD agree as follows:

SCOPE OF SERVICES

The IHSS-PA and the HSD shall conform to the specific provisions set forth in Program Specific Provisions, attached hereto as Exhibit A and by this reference incorporated herein.

The parties shall perform the services as described in the Program Description, attached hereto as Exhibit B and by this reference made a part hereof.

HSD shall be reimbursed for services as budgeted in accordance with the annual allocation established through the County budget process.

STANDARD PROVISIONS

Article 1. Term of Agreement

1.1. The term of this Agreement shall be from July 1, 2003 through June 30, 2006, unless otherwise terminated pursuant to the provisions in 1.2.

1.2. Either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party. In the event this Agreement is terminated without cause, IHSS-PA shall pay HSD for services rendered to such date.

1.3. If either party fails to perform any of its obligations hereunder within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, IHSS-PA may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, HSD shall be entitled to receive payment for all services rendered to such date.

Article 2. Allocation of Responsibilities

2.1. IHSS-PA shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. HSD shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. It is the intention of the IHSS-PA and the HSD that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.

Article 3. Resolution of Disputes

3.1. Both parties shall continue to perform the obligations undertaken herein in the event of any dispute arising under this Agreement.

3.2. Both parties shall make a good faith effort to resolve such dispute through negotiation prior to the commencement of an action in any state or federal court.

3.3. No lawsuit pertaining to any matter arising out of or under this Agreement shall be instituted in any state other than California.

Article 4. Notices, Bills and Payments

4.1. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

IHSS-PA: In-Home Supportive Services Public Authority
Michael Humphrey, Manager
P.O. Box 1949
Santa Rosa, CA 95402-1949

HSD: Human Services Department
P.O. Box 1539
Santa Rosa, CA 95402-1539

and when so addressed, shall be deemed given upon receipt via United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by notice pursuant to this Article.

Article 5. Compensation

5.1. As compensation for all services contemplated by this Agreement, HSD shall receive actual costs reimbursed, so long as the total costs do not exceed the allocated amount established through the County budget process.

5.2. HSD shall be reimbursed for costs no less often than quarterly. IHSS-PA shall reimburse within thirty (30) days of receiving HSD's invoice.

Article 6. Assignment/Delegation

6.1. Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Article 7. No Third-Party Beneficiaries

7.1. There are no intended third-party beneficiaries of this Agreement.

Article 8. Merger

8.1. This writing is intended both as the final expression of the Agreement between parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Article 9. Due Performance

9.1. Each party of this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable ground for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

Article 10. No Waiver of Breach

10.1. The waiver of IHSS-PA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise of any subsequent breach of the same or any other term or promise contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

HUMAN SERVICES DEPARTMENT

IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY

Dianne M. Edwards, Director

Michael Humphrey, Public Authority Manager

Dated: _____

Dated: _____

Reviewed as to Substance:

Robin Schaef
Director, Adult & Aging Services

Reviewed as to Form:

Jeff Berk
Deputy County Counsel

EXHIBIT A PROGRAM SPECIFIC PROVISIONS

Section 1. Confidentiality

1.1. HSD and IHSS-PA agree to comply with the provisions of the Welfare and Institutions Code, Section 10850 and Division 19 of the Department of Social Services Manual of Policy and Procedures, to assure that:

1.1.1. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grant-in-aid are received by that State from the Federal Government will be CONFIDENTIAL, and will not be open to examination for any purpose not directly connected with the administration of such public social services.

1.2. HSD and IHSS-PA agree to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article is guilty of a misdemeanor.

1.3. HSD and IHSS-PA understand and agree that this provision shall survive any termination or expiration of this Agreement.

Section 2. Nondiscrimination

2.1. HSD and IHSS-PA shall comply with all applicable federal, state and local law, rules and regulations in regard to nondiscrimination in employment or in delivery of services because of race, color, ancestry, national origin, religion, sex, actual or perceived sexual orientation, marital status, age, pregnancy, medical condition, handicap, AIDS or HIV infection or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

2.2. HSD and IHSS-PA assure 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.

Section 3. Records

3.1. HSD acknowledges that applicable portions of the Social Security Act and the Omnibus Budget Reconciliation Act of 1980 require inclusion of a provision requiring HSD to allow the Secretary of the Department of Health and Human Services (HHS) and other authorized Federal officials, access to HSD's books and records as they relate to services provided pursuant to this Agreement (in accordance with Section 1861 (V) (1) (I) of the Social Security Act). Therefore, if the value or cost of services rendered to IHSS-PA pursuant to this Agreement is ten thousand dollars (\$10,000) or more over a twelve (12) month period, HSD agrees as follows:

3.1.1. Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, HSD shall, upon written request, make available to the Secretary of HHS, the Secretary's duly authorized representative, the Controller General or the Controller Generals' duly authorized representative, this subcontract and such books, documents and records as may be necessary to certify the nature and extent of the cost of value of services performed by HSD hereunder.

3.1.2. The availability of HSD books, documents and records shall be subject at all times to such criteria and procedures for seeking and obtaining access as may be promulgated by the Secretary of HHS by regulation or other applicable laws.

EXHIBIT B
PROGRAM DESCRIPTION/SPECIFICATIONS

Section 1. HSD Responsibility

- 1.1. HSD shall employ the staff providing services under this Agreement, and provide for their supervision.
- 1.2. HSD shall provide bilingual staff and translation services.
- 1.3. HSD Registry staff schedules will be designed to accommodate the needs of the Public Authority.
- 1.4. HSD will provide Immediate Care Providers and Home Care Aides as a part of the Registry Program.
- 1.5. HSD Registry staff shall provide the following services:
 - a. Registry recruitment, application processing, orientations, applicant interviews, reference checks, and criminal background checks.
 - b. Referral of Registry caregivers to IHSS consumers as requested and assistance with matching an appropriate Registry caregiver with a consumer as needed.
 - c. Provide consumers with training and technical assistance support in the areas of recruitment, screening, interviewing, supervising, and managing caregivers.
 - d. Provide caregivers with video training sessions and other training assistance as needed.
 - e. Provide the scheduling and related support for the Home Care Aides and Immediate Care Providers.
 - f. Provide initial assessment, eligibility determination, home care agency referral, and related support for the Urgent Substitute Provider Program.
- 1.6. HSD shall provide CMIPS data to the IHSS-PA in electronic form on a monthly basis.
- 1.7. HSD staff shall meet with IHSS-PA staff on a monthly basis, at a minimum, to discuss contract functions, as well as other IHSS and Public Authority related issues.
- 1.8. HSD Registry staff shall attend regularly scheduled monthly IHSS and Division staff meetings.
- 1.9. Registry staff performance evaluations shall be completed by the Registry Supervisor, with input from the IHSS-PA Manager and the HSD Section Manager. The evaluations will be held in the HSD personnel files.
- 1.10. The Registry Supervisor's evaluation shall be completed by the HSD Section Manager, with input from the IHSS-PA Manager. The evaluation will be held in the HSD personnel files.
- 1.11. HSD shall abide by the Contract Dispute Resolution Procedure, attached hereto as Exhibit C.
- 1.12. HSD Registry staff shall abide by all IHSS-PA operational policies and procedures.

Section 2. IHSS-PA Responsibility

2.1. The IHSS-PA Manager shall have input into the selection, supervision and evaluation of staff provided through this contract.

2.2. The IHSS-PA Manager shall have oversight of operational issues related to the contract with HSD.

2.3. The IHSS-PA Manager shall have full autonomy to direct the functions of the Registry Services provided under this contract.

2.4. The IHSS-PA shall abide by all confidentiality requirements addressed in Exhibit A when using CMIPS data and other consumer related information.

2.5. The IHSS-PA Manager shall meet with HSD staff on a monthly basis, at a minimum, to discuss contract functions, as well as other IHSS and Public Authority related issues.

2.6. IHSS-PA staff shall abide by Adult Protective Services mandated reporter laws and report all suspicions of elder and dependent adult abuse and neglect.

2.7. The IHSS-PA shall abide by the Contract Dispute Resolution Procedure, attached hereto as Exhibit C.

EXHIBIT C

CONTRACT DISPUTE RESOLUTION PROCEDURE

It is the intent of both parties to resolve issues relating to this Agreement cooperatively. If the parties involved are not able to come to an agreement on the solution to an issue, the following process will be followed.

1. For Operational Issues related to the Agreement, the HSD Section Manager will discuss the issue(s) with the Public Authority Manager. If the two parties cannot find a solution, the Adult and Aging Division Director and the Public Authority Manager will work together to come to a resolution.

2. For Fiscal Issues related to the Agreement, the HSD Section Manager will discuss the issue(s) with the Public Authority Manager. If the two parties cannot find a solution, the issue(s) will be presented in writing to the Adult & Aging Division Director.

The Adult & Aging Division Director will respond to both parties within ten (10) working days with a proposed solution. Discussion may then take place between the Adult & Aging Division Director and the Public Authority Manager to finalize the agreement.

3. For Contract Decisions (Amendments, Renewals, Change in Scope, etc.), the HSD Section Manager will negotiate with the Public Authority Manager. If the two parties cannot come to full agreement on the items at issue, they will present the items at issue in writing to the Adult & Aging Division Director.

The Adult & Aging Division Director will respond to both parties within ten (10) working days with a proposed solution. Discussion may then take place between the Division Director and the Public Authority Manager to finalize the agreement. If the two parties cannot come to an agreement, the issues will be submitted in writing to the HSD Director.

The HSD Director will respond to both parties, in writing, within ten (10) working days of the submittal of the issues. If further discussion is necessary to come to an agreement, the HSD Director and the Public Authority Manager will work together on a formal written agreement.