

FORM APPROVED COUNTY COUNSEL 5/14/15  
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

129C



**FROM:** Department of Public Social Services

**SUBMITTAL DATE:**  
 May 4, 2015

**SUBJECT:** Amendment #1 to Agreement #AS-02858-01 with Riverside County In-Home Supportive Services Public Authority for IHSS Provider Services Perpetual; Districts - All; [\$208,275 ongoing]; Funding Sources Federal 50%; State 50%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chair of the Board to sign the attached Amendment #1 to perpetual Agreement #AS-02858-01 with Riverside County In-Home Supportive Services Public Authority, increasing the Maximum Reimbursable Amount by \$157,714, from \$661,832 to \$819,546, for the period July 1, 2014 through June 30, 2015, with an ongoing increase amount of \$208,275 not to exceed \$870,107 annually;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the Agreement; and
3. Authorize the Executive Director of In-Home Supportive Services Public Authority to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual Consumer Price Index (CPI) rates.

*Susan von Zabern*  
 Susan von Zabern  
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 157,714	\$ 208,275	\$ 0	\$ 208,275	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Federal Funding: 50% State Funding: 50%;  
 County Funding: 0%; Realignment Funding: 0%; Other Funding: 0%  
**Budget Adjustment:** No  
**For Fiscal Year:** 14-15

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer L. Sargent*  
 Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 6/17/14 (#3-49)

District: All

Agenda Number:

3-20

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Amendment #1 to Agreement #AS-02858-01 with Riverside County In-Home Supportive Services Public Authority for IHSS Provider Services Perpetual; Districts - All; [\$208,275 ongoing]; funding sources Federal 50%; State 50%

**DATE:** May 4, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

The Riverside County In-Home Supportive services (IHSS) Public Authority (PA) supports the IHSS home care provider community (currently averaging 25,000 recipients), in various capacities. In Fiscal Year 2014/15, the Public Authority (PA) expanded its infrastructure to support a "One-Stop" service model, offering resources that allow IHSS service recipients enhanced access to home care providers. Enhanced services now include Quick Start (24- to 48- hour) home visitation response to requests for in-home care providers, expedited IHSS provider enrollment and orientation, IHSS "call center" support to provide responsive payment resolution, and "same-day" delivery of record requests.

This Form 11 seeks approval to modify the agreement between the Department of Social Services (DPSS) and the Public Authority (PA), originally approved by the Board on June 17, 2014 (#3-49), to include functions related to "special payment transactions." With the implementation of the Time Sheet Service Center in 2014, IHSS provider payment concerns and resolutions are now centralized at the PA.

Utilizing three (3) full-time staff, the new Special Payments Unit will be dedicated to resolving difficult and lengthy payment transactions related to IHSS Administrative Hearings, payment error corrections, and lost or stolen warrants. By coordinating and facilitating IHSS payment resolutions in one central location, the IHSS business process is further streamlined to: 1) increase efficiency and improve communication, 2) enhance monitoring of fraudulent claims, and 3) mitigate risk and safety needs by ensuring that caregivers are properly compensated and continue with the caregiving relationship.

The Director of the Department of Public Social Services requests the Board ratify the amendment which provides additional services and increases the Maximum Reimbursable Amount (MRA) by \$157,714, from \$661,832 to \$819,546, for Fiscal Year 14/15, and increases the ongoing MRA by \$208,275, not to exceed \$870,107 annually. The increase of \$50,561 for Fiscal Year 15/16, over the Fiscal Year 14/15 final MRA of \$819,546, funds 50% of a Senior Administrative Analyst position that will support the DPSS IHSS and Adult Protective Services (APS) policy supervisors with policy analysis and development.

**Impact on Residents and Businesses**

DPSS is responsible to protect elderly and dependent adults. The three (3) functions of this Agreement will provide:

- 1) Support for the In-Home Supportive Services (IHSS) population allowing them to live independently in a healthy, safe environment;
- 2) Administrative support for those servicing the IHSS population; and
- 3) Potential access to those elderly and dependent adults needing alternative residence.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The funding for this Agreement is 50% Federal and 50% State and was increased through the second quarter budget adjustment. The FY 14/15 contract was increased by \$157,714, from \$661,832 to \$819,546, and the future fiscal years were increased by \$208,275, from \$661,832 to \$870,107, due to the additional duties and workload.

In conjunction with the State's approval of 2011 Realignment, the County contribution to the IHSS program is now limited to a Maintenance of Effort (MOE) requirement which is fulfilled under the IHSS Administrative budget. As a result, there are no county costs associated with the PA budget. The proposed budget increase will be funded by State and Federal funding.

SvZ:clh

*Original 1/13*

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AMENDMENT # 1  
PROFESSIONAL SERVICES AGREEMENT WITH

Riverside County In-Home Supportive Services (IHSS) Public Authority  
IHSS Provider Services

PROFESSIONAL SERVICES CONTRACT: AS-02858-01  
CONTRACT TERM: Perpetual  
EFFECTIVE DATE OF AMENDMENT: January 1, 2015  
MAXIMUM AMOUNT: \$819,546.00 for FY 14/15  
\$870,107.00 for FY 15/16 On-going

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Riverside County In-Home Supportive Services Public Authority, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. On the Recitals Page, and every page thereafter, amend all references to the contract number to read, "AS-02858-01".
2. On the Recitals Page, amend the MAXIMUM REIMBURSABLE AMOUNT to read, "\$819,546.00 for FY 14/15  
\$870,107.00 for FY 15/16 On-going".
3. On the Recitals Page, amend the first two (2) recitals to read,  
  

**"WHEREAS**, the Department of Public Social Services (DPSS) desires to secure IHSS Provider services;

**WHEREAS**, the Riverside County In-Home Supportive Services Public Authority (Contractor) is qualified to supply IHSS Provider services;"
4. Delete Section I.N in its entirety and replace with,  
  

"Emergency placement' refers to client referrals that require immediate resolution/action for clients who need alternative housing options."
5. Delete Section I.R in its entirety and replace with,  
  

"Placement Finders' refers to an "information and referral" function support by IHSS-PA staff to assist ASD staff to facilitate emergency placement requests for elderly and dependent adults."

6. Delete Section I.T in its entirety and replace with,  
  
"Safe Homes Option Program (SHOP)' refers to the compiled list of pre-screened homes which, depending on vacancies, may be utilized for referral. These homes include licensed board and care facilities and/or residential care facilities, or other licensed emergency shelters."
7. Add new Section I.W, "Enhanced Provider Management' refers to Public Authority activities related to the provider back-up system and after-hours Registry dispatch."
8. Add new Section I.X, "Provider Payment Processing' refers to activities related to Fiscal/Special Transactions."
9. Add new Section I.Y, "Wellness Checks' refers to routine contacts made by IHSS-PA to IHSS clients, by phone or home visitation, depending on the need."
10. Delete Section II.A in its entirety and replace with,  
  
"Assign staff to be liaison between DPSS and the Riverside County In-Home Supportive Services Public Authority (PA). Additionally, assign Administration/IHSS District Office liaison(s) to provide subject matter support to the PA and IHSS District Offices to ensure availability of all information needed to secure services."
11. Delete Section III.A.3 in its entirety and replace with,  
  
"Submit **Exhibit A** for security requests and to obtain approval for case management access to ASD and IHSS database systems, as appropriate, for the purpose of entering provider background check results and orientation status, and/or IHSS consumer-related services. **Exhibit A** is attached hereto and incorporated herein by this reference."
12. Add new Section III.A.4.e, "Complete all required applications and actions to secure California Department of Justice (DOJ) authorization to scan and submit fingerprints to DOJ."
13. Add new Section III.A.4.f, "Secure appropriate equipment and maintain system security to complete and transmit fingerprint live scans."
14. Add new Section III.A.4.g, "Accept and secure provider and potential provider fingerprint scanning payments, and adhere to method of payment collection approved by DPSS-Fiscal."
15. Add new Section III.A.4.h, "Scan and submit fingerprints to DOJ."
16. Delete Section III.14 in its entirety and replace with,  
  
"Submit **Exhibit A** for security requests and to obtain approval for case management access to ASD and IHSS database systems, as appropriate, for the purpose of reviewing payment status and resolving time sheet processing issues."

17. Delete Section III.20 in its entirety and replace with,  
“Deleted by Amendment #1.”
18. Delete Section III.A.21 in its entirety and replace with,  
“Deleted by Amendment #1.”
19. Amend the general section heading between Sections III.A.23 and III.A.24 to read,  
“Safe Homes Option Program (SHOP)/Placement Finders”.
20. Delete Section III.A.27 in its entirety and replace with,  
“Develop, maintain, and manage a database of safe homes options for the benefit of ASD staff requiring long-term and emergency care solutions for clients.”
21. Delete Section III.A.30 in its entirety and replace with,  
“Complete pre-screening site visits to licensed facilities in Riverside County and determine appropriateness for inclusion in the SHOP list as placement options for elderly and dependent adult clients.”
22. Delete Section III.A.31 in its entirety and replace with,  
“Conduct quality assurance or post-placement facility visits, as needed, to ensure continued eligibility for inclusion in the SHOP database. Site visit information should be noted in the SHOP database or other tracking tool, as determined by ASD.”
23. Delete Section III.A.32 in its entirety and replace with,  
“In conjunction with DPSS, develop communication, service request and resolution, referral and information delivery processes between SHOP staff and ASD staff responsible for client placement.”
24. Delete Section III.A.34 in its entirety and replace with,  
“Communicate placement information to ASD social worker via telephone, fax, or email. The SHOP referral response time shall be within three (3) business days (upon receipt of the request) for “non-emergency” requests. SHOP staff shall make every effort to deliver placement referral options as soon as possible, depending on the urgency of the need for placement.”
25. Add new general section heading following Section III.A.34 to read, “In-Home Supportive Services (IHSS) Special Payments” following Section III.A.36.
26. Add new sub-section heading, “Provider Payment Processing” following Section III.36.
27. Add new Section III.A.37, “Receive IHSS client/provider forms and complete data entry in CMIPS II.”

28. Add new Section III.A.38, "Complete special payment transactions."
29. Add new Section III.A.39, "Initiate exception timesheets and refer to DPSS Fiscal Accounting Section (Fiscal-FAS), as appropriate."
30. Add new Section III.A.40, "Monitor accuracy of provider payment transactions."
31. Add new Section III.A.41, "Facilitate and/or complete, as necessary, required forms and processes to ensure timely and accurate provider payments."
32. Add new Section III.A.42, "Complete training for providers, ASD staff, and internal/external partners regarding payment processing and time sheet submission."
33. Add new Section III.A.43, "Complete/submit CMIPS II system corrections and service requests associated with provider payments."
34. Add new sub-section heading, "Enhanced Provider Management", following Section III.A.43.
35. Add new Section III.A.44, "Create a registry of trained home care providers to respond and serve as immediate, short- or long- term substitute caregivers."
36. Add new Section III.A.45, "Complete client home visitation as needed to deliver provider/employer rights and responsibilities training, complete immediate provider/caregiver matches, and complete all required forms for payments."
37. Add new Section III.A.46, "Complete client outreach and/or wellness checks on IHSS clients being served by PA Registry providers, with a frequency of twice per year based on service start date."
38. Add new Section III.A.47, "Develop, coordinate, and/or deliver specialized training or skill enhancements to IHSS providers, as requested by ASD Deputy, or their designee."
39. Add new Section III.A.48, "Participate in IHSS case reviews with ASD staff to ensure that immediate home caregiving needs are addressed."
40. Delete Section III.B.1.a in its entirety and replace with,  
  
"Develop and provide report(s) with DOJ information to DPSS, as necessary, in format(s) to be mutually agreed upon as may be requested in the future by the ASD Deputy Director or designee."
41. Delete Section III.B.3.a in its entirety and replace with,  
  
"Develop and provide report(s) with call volume information to DPSS, as necessary, in format(s) to be mutually agreed upon as may be requested in the future by the ASD Deputy Director or designee."
42. Amend general section heading following Section III.B.4 to read, "Safe Homes Option Program (SHOP)/Placement Finders".

43. Modify the initial line in Section III.B.5.a to read,  
“Develop and provide monthly report to DPSS to contain but not be limited to:”
44. Add new general section heading following Section III.B.6 to read, “Provider Payment Processing”.
45. Add new Section III.B.7 to read,  
“7. PROCESSING ACTIVITY  
a. Develop and provide monthly report to DPSS to contain, but not be limited to:  
i. Total number of time sheet errors,  
ii. Total number of time sheets claiming 70% (or more) of total authorized hours in the first half of each month, and  
iii. Total number of stop payments.”
46. Add new Section III.B.8 to read,  
“8. AD HOC and New Ongoing  
a. Provide other reporting as may be determined necessary and requested by the ASD Deputy Director or designee.”
47. Add new general section heading following Section III.B.8 to read, “Enhanced Provider Management”
48. Add new Section III.B.9 to read,  
“9. SERVICE ACTIVITY  
a. Provide monthly report to DPSS to contain, but not be limited to:  
i. Total number of provider back-up system referrals,  
ii. Total number of referral outcomes by type of outcome,  
iii. Total number of IHSS client wellness check contacts made,  
iv. Total number of specialized trainings/skill-enhancements provided, and  
v. Total number of providers trained.”
49. Add new Section III.B.10 to read,  
“10. AD HOC and New Ongoing  
a. Provide other reporting as may be determined necessary and requested by the ASD Deputy Director or designee.”
50. Delete Section III.C.1 MAXIMUM REIMBURSABLE AMOUNT (MRA) in its entirety and replace with,  
“1. MAXIMUM REIMBURSABLE AMOUNT (MRA)  
  
Total payment under this Agreement shall not exceed \$819,546.00 annually for FY 2014/15 and \$870,107 annually beginning FY2015/16.”

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51. Delete Section III.C.2 LINE ITEM BUDGET in its entirety and replace with,

**"2. SALARY AND BENEFIT COST**

The salaries and benefits shall cover all activities required by the Scope of Work, Section III. IHSS PUBLIC AUTHORITY RESPONSIBILITIES.

<b>Service Component</b>	<b>Fiscal Year 2014/15</b>	<b>Fiscal Year 2015/16 and On-going</b>
Salaries and Benefits	\$819,546	\$870,107
Total	\$819,546	\$870,107

52. Delete Section III.C.3.a.i in its entirety and replace with,

"Reimburse PA for personnel salary/benefits for activities associated with: 1) Provider Orientation, Background Check and Other Related services, 2) Time Sheet Service Center, 3) Safe Homes Option Program (SHOP)/Placement Finders, and 4) IHSS-PA Special Payments, not to exceed the MRA."

The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #1 to the Contract.

Riverside County

Riverside County In-Home Supportive Services  
Public Authority

\_\_\_\_\_  
Marion Ashley,  
Chair, Board of Supervisors

\_\_\_\_\_  
Marion Ashley  
Chairperson, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FORM APPROVED COUNTY COUNSEL  
BY: ERIC STOPHER 5/17/15  
DATE