

**AMENDMENT #1 TO THE CONTRACT WITH
NEVADA SIERRA REGIONAL IN-HOME SUPPORTIVE SERVICES-
PUBLIC AUTHORITY**

THIS AMENDMENT is dated this 1st day of December 2015 by and between Nevada Sierra Regional In-Home Support Services- Public Authority, hereinafter referred to as "Contractor", and County of Nevada, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved per Resolution No. 15-310.

WHEREAS, the Contractor provides In-Home Supportive Services provider enrollment and timesheet processing; and

WHEREAS, the parties desire to amend their agreement to 1) revise the Scope of Services to include Contractor responsibilities related to the implementation of the Final Rule on the application of Fair Labor Standards (FLSA) to Domestic Services; 2) increase the maximum contract price from \$74,372 to \$143,371 (an increase of \$68,999); and 3) revise the Schedule of Charges and Payments to reflect this increase in maximum obligation.

NOW, THEREFORE, the parties hereto agree as follows:

- 1) That amendment #1 shall be effective as of December 1, 2015.
- 2) That the Maximum Contract Price (§2) shall be changed to: \$143,371.
- 3) That Exhibit "A", Schedule of Services, shall be amended to the revised Exhibit "A" hereto attached and incorporated herein.
- 4) That Exhibit "B", Schedule of Charges and Payments, shall be amended to the revised Exhibit "B" hereto attached and incorporated herein.
- 5) That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

CONTRACTOR:

By: 
Ann Guerra
Executive Director
IHSS Public Authority
466 Brunswick Road
Grass Valley, CA 95945

COUNTY OF NEVADA:

By: _____
_____ (printed name)
Chair, Board of Supervisors

Attest:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT "A"
SCHEDULE OF SERVICES
NEVADA- SIERRA REGIONAL
IN-HOME SUPPORTIVE SERVICES (IHSS)
PUBLIC AUTHORITY

Nevada County, Department of Social Services, hereinafter referred to as "County" and Nevada-Sierra Regional In-Home Supportive Services (IHSS) Public Authority (PA), hereinafter referred to as "Contractor" agree to enter into a specific contract for the provision of services related to Provider Enrollment and Provider Timesheet Tasks.

Contractor shall provide sufficient staff needed for provider enrollment and CMIPSII entry activities:

- Receive initial provider contact and schedule orientations as needed
- Conduct Live Scan fingerprinting, show orientation video and provide a training process
- Receive and store Live Scan results
- Serve as Custodian of Records for Nevada County IHSS DOJ records
- Comply with DOJ Custodian of Record and fingerprinting processes
- Assemble enrollment packets
- Copy and store ID and Social Security cards of all providers
- Administer and store all provider enrollment forms
- Create and maintain provider files
- Enter enrollment data into CMIPSII for new and existing provider enrollment
- Check, log and mail all provider W-4 forms, return incomplete forms to providers
- Process IHSS Provider Change of Address and/or Telephone form, SOC 840, SOC 846, SOC 426 and 426a.
- Complete and assist with Workman's Compensation claims
- Process general exception waivers
- Generate and send initial and replacement timesheets
- Generate and send state-mandated enrollment letters and NOA lite
- Forward Recipient address changes to Department of Social Services, Adult Services Program
- Complete Employee Verification Requests
- Assist with questions about W2s, order duplicates and assist with undeliverable W2s from the State as needed

The PA agrees to follow the Welfare and Institution Code Sec. 23, Section 12305.86 and Sec. 24, Section 12305.87 in regards to the fingerprinting process applicable to IHSS providers: (d) (1) Notwithstanding subdivision (b), a recipient of services under this article who wishes to employ a provider applicant who has been convicted of an offense specified in subdivision (b) may submit to the county an individual waiver of

the exclusion provided for in this section. This paragraph shall not be construed to allow a recipient to submit an individual waiver with respect to a conviction or convictions for offenses specified in Section 12305.81.

The code states that: the state and a county shall be immune from any liability resulting from granting an individual waiver under this subdivision. The county extends this immunity of liability also to the Public Authority.

Contractor's responsibilities related to implementation of the Final Rule on the application of Fair Labor Standards (FLSA) to Domestic Services:

1. Attend updated timesheet "Train the Trainer" training offered by the California Department of Social Services.
2. Plan, promote and conduct training for providers and consumers on new timesheets and new requirements related to overtime, including new travel time rules; this includes traveling to communities within the county to ensure access to training to the maximum number of participants.
3. Outreach to organizations that provide services to IHSS consumers and enlist their assistance to train consumers about new overtime requirements.
4. Follow up with providers who don't return the SOC 846 by the State deadline and if necessary terminate effective 5/1/16.
5. Send a reminder mailing, in plain language, to all providers serving more than one consumer regarding their obligation to complete the 2255. With each subsequent enrollment, receive the SOC 2255, enter travel time in CMIPS, keep a copy in the provider file and provide a copy to each provider. Follow up with providers who do not meet the State deadlines.
6. Receive the SOC 2256 from recipients with more than one provider, make a copy of and send to the recipient and forward to the Social Worker for the recipient file. Follow up with recipients who do not meet the State deadlines.
7. Match the SOC 2256 with the SOC 2255 to ensure consistency and resolve any inconsistencies.
8. Send a reminder, in plain language, to all providers, receive completed new SOC 846 for each provider, keep a copy in provider file and provide a copy to the provider. Follow up with providers who do not meet State deadlines.
9. Provide and staff a helpline for recipients to request overtime and to answer general overtime-related questions. Relay overtime requests to social

workers; communicate response in a timely manner to consumers along with a letter confirming approval or denial of overtime.

10. Manage queue for overtime exceptions.
11. Provide referrals and, when requested, hiring support, to consumers seeking to hire back-up providers.
12. Complete all CMIPS entry related to overtime regulations.
13. Manage provider violations. Send all related notices; provide violation/mandatory training as required at second violation. Process all grievances and request for appeals per State direction.

The proposed salary and benefits provide for the following full and part-time positions:

- **Employment Specialist:** This position responds to telephone and walk-in inquiries, schedules video viewing and Live Scans, conducts Live Scans, copies ID's, prepares enrollment documents and completes CMIPS II enrollment entry.
- **Registry Manager:** This position supervises enrollment activities, approves payment corrections and serves as the Custodian of the Records for Live Scan results. This position is the contact person for the Department of Justice (DOJ) and the peer provider (who transmits live scans to DOJ).
- **Workweek Coordinator:** This position works closely with matched consumers and providers who have complex workweek agreements to ensure adequate coverage and overtime compliance.
- **Receptionist:** This position receives and routes calls and provides attending orientation.
- **Office Manager:** This position manages all human resource functions for program staff.
- **Bookkeeper:** This position creates invoices and financial reports in support of the program.

The following are the proposed operating and administrative costs associated with the program:

The **direct operating costs** during this contract period include:

- **Office supplies** include paper, files folders, staples, pens, labels, rubber stamps and envelopes.
- **Copy machine costs** include the costs of copying enrollment forms, provider ID, mailings to providers related to the enrollment process, timesheets and copier maintenance costs.
- **Rent** based on FTE share
- **Postage** is for mailing enrollment completion letters, as mandated, to consumers and providers; and the occasional mailing of enrollment of packets.
- **Communication** costs are for telephone, internet and website maintenance.
- **Travel** costs are for trips to Truckee or other outlying areas of the county needed to accomplish provider enrollment.
- **Administrative Costs** to cover indirect office related expenses, i.e., utilities, administrative overhead that have not been claimed as a direct expense.

Additionally:

The Contractor's duties related to IHSS provider payroll shall include but are not necessarily limited to:

- Administer tasks related to the Timesheet Queues: These Queues include Timesheet Errors, Timesheet Eligibility Errors, and Timesheets on Hold (70%) and PA.
- Generate, print and mail replacement and supplemental timesheets for providers as needed.
- Provide a "help line" telephone number providers and/or recipients can access to determine check status, order replacement time sheets, request W-2 forms, report incorrect check amount, confirm authorized hours, and receive assistance completing the timesheet. All calls shall be addressed in a timely manner but not to exceed 24 hours (excluding weekends and holidays).
- Provide timesheet completion training and assistance to providers.
- Void, reissue and stop payments in accordance with the procedure detailed by Nevada County
- Assist providers with Direct Deposit

Contractor will be provided access to the CMIPS II system to complete timesheet tasks and maintain provider/recipient information as needed.

County shall provide a printer to the PA for CMIPS II activities. The printer shall remain the property of the County.

The proposed **salary and benefits** provide for the following part-time position to carry out IHSS payroll functions:

- **Employment Specialist or other designated PA staff:** This position staffs the Timesheet Helpline, assists walk-in providers with various timesheet related tasks, processes payroll queues in CMIPS II and carries out other payroll related tasks.
- **Receptionist:** This position receives and routes calls and providers picking up timesheets.
- **Office Manager:** This position manages all human resource functions for program staff.
- **Bookkeeper:** This position creates invoices and financial reports in support of the program.

The **direct operating costs** during this contract period include:

- **Office Supplies** for general paper, envelopes, etc.
- **Postage** for mailing letters, timesheets and envelopes
- **Rent** based on FTE share
- **Copy machine costs** for printing letters
- **Communication** for the Timesheet Helpline cost

Parties to this Contract agree to meet after the second quarter, to review the contracted services and to negotiate as mutually agreed upon for any needed revisions to scope and/or and contract maximum. Needed?

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA- SIERRA REGIONAL
IN-HOME SUPPORTIVE SERVICES (IHSS)
PUBLIC AUTHORITY

The maximum obligation of this contract for satisfactory performance of services as outlined in Exhibit "A" shall not exceed \$143,371.00 for the entire contract term, and shall be based on the following project budget:

OPERATING BUDGET
July 1, 2015 through June 30, 2016

Enrollment

Staffing Costs	
Personnel Salaries	\$ 56,071
Benefits	27,475
Direct/Indirect Operating Costs	
Office Supplies	435
Copier Costs	906
Rent/Utilities	4,415
Postage	3,706
Equipment/Furniture	1,800
Communications	1,872
Travel	230
Administrative Costs (12%)	11,629
TOTAL ENROLLMENT OPERATING BUDGET	<u>\$108,539</u>

Payroll-Related Services

Staffing Costs	
Personnel Salaries	\$ 16,236
Benefits	7,956
Direct/Indirect Operating Costs	
Office Supplies	243
Copier Costs	400
Rent/Utilities	2,207
Postage	3,058

Communications	1,000
Administrative Costs (12%)	3,732

TOTAL PAYROLL SERVICES OPERATING BUDGET \$ 34,832

Total Contract \$143,371

Contract Maximum is based on reimbursement for actual costs to Contractor for services. As compensation for services rendered to County, Contractor shall be reimbursed for actual expenses incurred in carrying out the terms of the contract. Contractor shall bill County each month, including an itemized and separate accounting for costs incurred for provider time sheet activities and those activities relating to provider enrollment. Contractor agrees to be responsible for the validity of all invoices

BILLING AND PAYMENT

Contractor shall submit to County by the 20th of each month following the month services were rendered. Each invoice shall include:

- Dates/Month services were rendered
- Billing period covered
- Contract Number assigned to the approved contract
- Cost of services rendered under the components of the contract
- Supporting documentation for staff salary and benefit costs detailed by the individual components of the contract
- Supporting documentation under the components of the contract
- Methodology for sharing total expenses/costs of the PA being billed under this contract

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services as detailed previously. Should there a discrepancy on the invoice, said invoice will be returned to Contractor for correction and/or additional supporting documentation. Payments will be made in accordance with County processes once an invoice has been approved by the department.

Budget line items within the budget may be increased or decreased by using funds from other line items by no more than twenty percent (20%) of their original amounts. Should the categories budgeted above change by more than twenty percent (20%); a budget modification shall be submitted for approval. The Department of Social Services at its sole discretion shall determine if the change in the operating budget will continue to meet the outcomes of the Agreement.

Contractor shall submit monthly invoices for services to:

Department of Social Services
Attn: Fiscal Staff
PO Box 1210
Nevada City, California 95959-1210

BILLING AND PAYMENT EXCEPTION

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.