The Agenda is posted in the entrance of the County Office Building at 1160 Civic Center Blvd., Yuba City. The Agenda Summary, backup materials, and Approved Minutes are also posted on the Sutter County Website at: http://suttercountyca.iqm2.com/Citizens/Default.aspx
Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection in the office of the Clerk of the Board at 1160 Civic Center Blvd., Yuba City, during normal business hours.

OCTOBER 23, 2018
3:00 PM
Board of Supervisors Chambers, Hall of Records Building
466 2nd Street, Yuba City, CA

PROCEDURE FOR PUBLIC COMMENT
Members of the Public will be allowed to address the Board during the Board’s consideration of each Agenda item. If you wish to speak on any item appearing on the Agenda, please fill out a Speaker Card, noting the number of the Agenda item about which you wish to speak, and present it to the Board Clerk. If you wish to speak about more than one Agenda item, please fill out a separate card for each item. If you wish to speak under Public Comment, please note that on the Speaker Card. When the matter is announced, please approach the speakers’ rostrum and wait to be recognized by the Chairman. Testimony should always begin with the speaker giving his or her name. The times listed on the Agenda are approximate and items may be brought up for discussion within a reasonable length of time before or after the time scheduled.

CALL TO ORDER
Roll Call

CONSENT CALENDAR
1) Approval of Minutes of December 29, 2017

APPEARANCE ITEM
TONYA BEEBE, PUBLIC AUTHORITY MANAGER
2) Approval of Two-Year Lease Agreement with RTZ Associates for the HOMCare 2 Provider Management and Registry Database for Fiscal Years 2018-20 at a cost of $11,445 per fiscal year
3) Approval of the Fiscal Year 2018-2019 Budget for the In-Home Supportive Services Public Authority

PUBLIC COMMENT
Members of the public will be allowed to address the In-Home Supportive Services Public Authority - Board of Directors on items of interest to the public that are within the subject matter jurisdiction of the Board. State law provides that no action may be taken on any item not appearing on the posted Agenda.

OTHER BUSINESS - BOARD OF DIRECTORS

CLOSED SESSION
A Closed Session may be held anytime during the meeting concerning pending litigation, personnel and/or employee negotiations.

ADJOURNMENT

Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Clerk of the Board at (530) 822-7106. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.
SUTTER COUNTY IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY
SESSION OF DECEMBER 29, 2017

The In-Home Supportive Services (IHSS) Public Authority Board of Directors, of the County of Sutter, State of California, met on the above date at 9:00 a.m. in Special Session in the Oak Room, 1130 Civic Center Blvd., Yuba City, California.

MEMBERS PRESENT: Directors Ron Sullenger, Dan Flores, Jim Whiteaker and Mat Conant
MEMBERS ABSENT: Supervisor Munger
STAFF PRESENT: Steve Smith, Assistant County Administrative Officer; Jean Jordan, County Counsel; and Alicia Draves, Deputy Clerk of the Board

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ROLL CALL
Chairman Whiteaker called the meeting to order. Attendance is shown above.

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CONSENT AGENDA
On motion of Director Conant, seconded by Director Flores and carried as follows: AYES:
Directors Sullenger, Flores, Whiteaker, and Conant; NOES: None; ABSENT: Director Munger; the Board approved the Consent Calendar, as follows:


2. Approval to appoint Bruce Heid, Industrial Employers and Distributors Association Consultant, as Chief Negotiator for the In-Home Supportive Services Public Authority.

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PUBLIC COMMENT
There were no comments from those in the audience.

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ADJOURNMENT
With no further business coming before the Board, the meeting was adjourned.
ATTEST:

DONNA M. JOHNSTON,
CLERK OF THE BOARD

By:
Alicia Draves, Deputy

JIM WHITEAKER, CHAIRMAN
To: Sutter County In-Home Supportive Services Public Authority Governing Board

From: Nancy O'Hara, Director of Health & Human Services

Department: Health & Human Services

Subject: Approval of Two-Year Lease Agreement with RTZ Associates for the HOMCare 2 Provider Management and Registry Database for Fiscal Years 2018-20 at a cost of $11,445 per fiscal year

Recommendation: It is recommended that the Sutter County In-Home Supportive Services (IHSS) Public Authority (PA) Governing Board approve the lease agreement with RTZ Associates for the period of July 1, 2018 through June 30, 2020. This lease is for the HOMCare 2 (HC2) Provider Management and Registry system in the amount of $11,445 per fiscal year. Additionally, it is recommended that the Board authorize the Chairman of the PA Governing Board to sign the lease agreement.

Background: In 1999, Assembly Bill 1682 mandated each county to establish an "employer of record" for IHSS providers and the establishment of a PA to build a registry of providers who have been screened, including a criminal background check. Each PA was also required to establish a system under which providers are referred to consumers. The HOMCare 2 Registry Software System was upgraded in 2014 in order to meet new requirements. Over the last several years, the State Department of Social Services has continued to add new requirements for provider eligibility and enrollment. The PA Governing Board approved the upgrade to HC2 in the adopted budget Fiscal Year 2013-14. The previous database system was outdated and slow and was located on the County IT server. The new HC2 database system is web based and is efficient in tracking new provider enrollments and eligibility requirements that will now include tracking of overtime for IHSS Providers. RTZ will provide all technical support vs County IT staff, which provided technical support for the older version.

The IHSS program has approximately 1,225 providers working in Sutter County of which 691 are Registry providers. There are approximately 1,036 IHSS consumers, of which 736 are utilizing the HC2 Provider Management and Registry system.

The HC2 system tracks provider eligibility status, provider training, skills, and other related information to help consumers make informed choices when searching for a worker to provide authorized IHSS services. The HC2 system has the capability to search the registered providers to find those that meet each consumer's specific care requirements as well as geographical area. The software keeps track of past referrals, hiring, scheduling, complaints, length of consumer and provider matches and worker availability. HC2 interfaces with the State Case Management and Information Payrolling System II (CMIPS II) and collects program information such as the number of consumers served, satisfaction, reasons for termination and other management data.
Prior Board Action: This is the renewal of an existing two-year agreement, which has been brought to the PA Governing Board previously. The Governing Board last approved it on July 26, 2016.

Board Alternatives: At this time, the PA continues to research availability of alternative and cost competitive automated tracking programs.

Other Department and/or Agency Involvement: This lease agreement is between the Sutter County PA and RTZ Associates.

Action Following Approval: Following approval by the PA Governing Board the services provided in this lease agreement will allow the PA to make appropriate referral to clients and track the work of the providers.

Fiscal Impact: This lease amount is for $11,445 per fiscal year. The funds to pay for the cost of this lease agreement are included in the Public Authority Fiscal Year 2018-19 Budget and will also be included in the Fiscal Year 2019-20 Recommended Budget.

Respectfully Submitted,

s/ Nancy O’Hara
Director of Health & Human Services

Attachments:
1. PA 18-20 HOMCare Lease Agreement
1. This Lease Agreement is entered into by the Sutter County In-Home Supportive Services Public Authority and RTZ Associates, Inc. This Agreement Modification consists of this sheet as well as the following:

   I. Agreement
   II. Payment and Invoicing Provisions
   III. Notices
   IV. General Provisions
   V. Termination of Agreement
   VI. Insurance Coverage
   VII. Indemnification
   VIII. Construction
   IX. Standards of Conduct
   X. Health Insurance Portability & Accountability Act

   Attachments – Exhibit A - Lease Fees
   Exhibit B - Vendor Assurance of Compliance

2. Lease Fees

   See Exhibit A – Lease Fees

3. Term

   This agreement covers the two year period from 7/01/18 to 6/30/20

4. Modification

   This Action does not change the obligation for this Agreement by $___________ to $_________. The purpose of this modification is:
LEASE AGREEMENT

BETWEEN

SUTTER COUNTY IN-HOME SUPPORTIVE SERVICES – PUBLIC AUTHORITY

and

RTZ ASSOCIATES, INC.

This Lease Agreement (hereinafter referred to as AGREEMENT) shall govern the relationship between RTZ Associates, Inc. (hereinafter referred to as RTZ) and the Sutter County In-Home Supportive Services Public Authority (hereinafter referred to as PA) for the purpose of specifying the rights, obligations and requirements related to the lease of the HOMCare 2 registry software system. This AGREEMENT is a complete recital of the terms and obligations and replaces any other written or oral communications between the parties. The AGREEMENT is for the provision of services commencing July 1, 2018, through June 30, 2020.

I. AGREEMENT

RTZ agrees to lease to the PA the current HOMCare 2 Registry software system. In addition RTZ will supply PA with services set forth in this AGREEMENT and in the “Lease Fees”, attached hereto and incorporated herein by this reference as Exhibit A.

A. RTZ will provide the following:

1. Current and most recent version of the HOMCare registry software system.

2. Software upgrades shall include:
   a) All upgrades to the HOMCare 2 system during the lease term. Upgrades may be simple revisions to improve system efficiency, additional reports or more significant revisions.
   b) Updates and upgrades to the system as needed. In no case should upgrades to the system be expected to be produced more frequently than quarterly.
   c) Complimentary upgrades only to the online, Sutter PA specific version of the HOMCare 2 product leased under this AGREEMENT.

3. Technical Support
   a) PA is entitled to technical support by telephone every business day, with the exception of designated RTZ company holidays, from 6:30 AM to 12 PM and 1:30 PM to 5:30 PM Pacific Time. RTZ company holidays are: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and up to two “floating holidays” which vary from year to year.
   b) RTZ is not responsible for hardware, hardware support or support for any software products other than HOMCare 2 as part of this AGREEMENT.

B. PA shall be responsible for the following:

1. PA will have web access in order to access the HOMCare 2 online tool.
2. PA will be responsible for an internet connection, up-to-date browser, computer hardware and providing a properly functioning and configured hardware system.
meeting the technical requirements specified for HOMCare 2. Costs for computer hardware are the responsibility of the PA. Hardware must meet RTZ specifications. Additionally, RTZ Associates support under this agreement is for the assistance with HOMCare 2 only. Assistance using Windows and other applications remains the responsibility of PA.

II. PAYMENT AND INVOICING PROVISIONS

A. PA will pay annual lease payment for services rendered hereunder in accordance with the schedules of fees in Exhibit A.

B. Additional customization services rendered hereunder in accordance with the schedule of fees in Exhibit A.

C. RTZ will notify PA in writing of any rate change at least 30 days prior to the contract anniversary date.

III. NOTICES

A. Any notices required or permitted by this AGREEMENT may be mailed or delivered to the parties as follows:

   Notices to PA shall be addressed to:
   
   Sutter County IHSS Public Authority  
   Attention: Tonya Beebe IHSS Public Authority Manager  
   539 Garden Highway, Suite B  
   Yuba City, CA 95991

   Notices to RTZ shall be addressed to:

   RTZ Associates, Inc.  
   Attention: Michael Zawadski, President  
   150 Grand Avenue, Suite 201  
   Oakland CA 94612

IV. GENERAL PROVISIONS

A. This document contains the entire agreement of the parties. This AGREEMENT is not intended to and shall not create the relationship of agent, servant or employee between PA and RTZ and may be altered only by a written amendment signed by both parties.

B. No ownership equity in the HOMCare 2 system shall accrue to PA through its use of the HOMCare 2 system under the lease agreement. Additionally, it is understood that no source code shall be provided under this AGREEMENT.

Only use of the product consistent with this AGREEMENT is permitted. Use of the product is limited to the exclusive use of the PA that is signatory to this AGREEMENT. No other sharing, use or distribution of the product is allowed.

C. If RTZ is sold, dissolved or otherwise ceases to exist the PA will be afforded the opportunity to obtain a continuing use license for the software.
D. RTZ reserves the right to define the Commercial Product “HOMCare 2” as used in this AGREEMENT.

E. HOMCare 2 is a copyrighted piece of software and RTZ fully asserts all of its right to the software and related trade names. It shall be a breach of this AGREEMENT for PA to use or permit the use of copyrighted material for any purpose other than herein agreed, or to allow HOMCare 2 or any products derived from in any form whatsoever to be used by any other person, agency or institution outside the PA’s service area, without written approval of RTZ.

F. If the regulations promulgated pursuant to IHSS are amended or revised, RTZ will comply with such revisions or have the option to redefine the scope of services under the new regulations.

G. This AGREEMENT is valid and enforceable only if sufficient funds are appropriated for the purpose of this AGREEMENT. If funds are not appropriated and/or made available to the PA by the Federal Government, State Legislature, or the Sutter County Board of Supervisors for the period covered by and for the purpose of this AGREEMENT, the PA has the option to unilaterally and immediately terminate or amend this AGREEMENT to reflect any reduction of funds. Under such circumstances both parties shall work cooperatively to minimize financial liability falling upon PA or RTZ.

H. At the end of the lease term, the use license shall expire.

V. TERMINATION OF AGREEMENT

A. This AGREEMENT shall continue in force and govern all transactions between the parties hereto until the end of the term specified on Page 1 or renewal thereof, unless terminated earlier.

B. It is agreed that either party shall have the right to terminate this AGREEMENT at any time upon ninety (90) days written notice by Registered mail to the other party.

C. In the event of the termination of this AGREEMENT by either party, the PA shall immediately thereafter cease to use, directly or indirectly, all HOMCare 2 materials or HOMCare 2 techniques which may have come into the PA’s possession or knowledge as a result of this AGREEMENT.

VI. INSURANCE COVERAGE

A. RTZ shall maintain at its sole cost and expense, and keep in force during the term of this agreement, the following insurance coverage:

1. **Workers’ Compensation Insurance**, with statutory limits as required by the State of California; and Employer’s Liability Insurance on an “occurrence” basis with a limit of not less than $1,000,000.

2. **Commercial General Liability Insurance** at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

3. **Commercial Automobile Liability Insurance** at least as broad as CA 00 01 with Code 1 (any auto), on an “occurrence” basis with a combined single limit of not less than $1,000,000 per accident against bodily injury and property damage liability arising out of the use by or on
behalf of the RTZ, its agents and employees, in performing the services provided for in this Agreement, of any owned, non-owned or hired motor vehicle or automotive equipment.

4. **Professional Liability Insurance** covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting therefrom, with a limit of not less than $1,000,000 per claim in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless PA for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes RTZ’s started of work (including subsequent policies purchased as renewals or replacements.)

B. If the policy is terminated for any reason during the term of this Agreement, RTZ shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

C. If this Agreement is terminated or not renewed, RTZ shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years from. If that policy is terminated for any reason during the two year period, RTZ shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy. 

All policies of insurance shall provide for the following:

1. PA, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation.

2. Be primary and non-contributory with respect to all obligations assumed by RTZ pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by RTZ, nor in any way provide benefit to RTZ, its officers, agents and employees.

3. Be issued by insurance carriers with a rating of not least than A VII, as rated in the most currently available “Best Insurance Guide”.

4. Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

5. Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.

6. Provide defense in addition to limits of liability.

D. Upon execution of this Agreement and each extension of the Term thereafter, RTZ shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements
required under this Agreement are maintained in force and that not less than 30 days written notice
shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of
the policies. Certificates shall expressly confirm at least the following:

1. Sutter County’s additional insured status on the general liability and auto liability policies;

2. The waiver of subrogation applicable to the workers’ compensation. RTZ shall also furnish
Sutter County with endorsements effecting coverage required by this insurance
requirements clause. The endorsements are to be signed by a person authorized by the
Insurer to bind coverage on its behalf.

The certificate of insurance and all required endorsements shall be delivered to:

Tonya Beebe, IHSS Public Authority Manager
539 Garden Highway, Suite B
Yuba City, CA 95991

E. All endorsements are to be received and approved by the County of Sutter before work
commences. However, failure to do so shall not operate as a waiver of these insurance
requirements. The coverage types and limits required pursuant to this Agreement shall in no way
limit the liability of RTZ.

VII. INDEMNIFICATION

RTZ agrees to indemnify, defend, and save harmless the County of Sutter, its officers, agents and
employees from any and all liability, claims or losses including, but not limited to, attorney’s fees
and costs incurred by the County accruing or resulting to any person, firm or corporation which
may be injured or damaged by RTZ in the performance of this MOA.

VIII. CONSTRUCTION

This MOA reflects the contributions of both parties and accordingly the provisions of Civil Code
section 1654 shall not apply to address and interpret any uncertainty.

IX. STANDARDS OF CONDUCT

RTZ hereby assures that in administering this MOA it will comply with the standards of conduct
hereinafter set out, for maintaining the integrity of the project and avoiding any conflict of interest
in its administration.

A. General Assurance

Every reasonable course of action will be taken by RTZ in order to maintain the integrity of
this expenditure of public funds and to avoid any favoritism, questionable or improper conduct.
This MOA will be administered in an impartial manner, free from personal, financial or
political gain. RTZ, its executive staff and employees, in administering the MOA will avoid
situations which give rise to a suggestion that decisions were influenced by prejudice, bias,
special interest, or personal gain.
B. Discrimination

RTZ assures that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 (Public Law 88-352) and as amended and with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations.

RTZ shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices Act.

C. Health and Safety

RTZ and PA shall ensure that appropriate standards of health and safety in work and training situations will be maintained and that energy efficiency standards as stated in the State energy conservation plan will be maintained.

RTZ and PA shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.

D. Grievances

The RTZ Director or his/her designee will be available to testify at any grievance and/or conciliation hearing which may result from a participant’s non-cooperation, or dissatisfaction with services provided by RTZ.

E. Confidentiality

RTZ shall safeguard all confidential information in accordance with Welfare and Institution Code Sections 10850 and 5328.

X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The RTZ shall comply with, and assist PA in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Title 42, United States Code, section 1320d et seq. and its implementing regulations (including but not limited to Title 45, CFR, Parts 142,160,162, and 164), hereinafter collectively referred to as the “Privacy Rule”. Terms used but not otherwise defined in this section shall have the same meaning as those terms are used in the Privacy Rule.

A. Use and Disclosure of Protected Health Information

1. Except as otherwise provided in this section, RTZ may use or disclose protected health information (PHI) to perform functions, activities or services for or on behalf of PA, as specified in this agreement, provided that such use or disclosure would not violate the Privacy Rule if done by PA or the minimum
necessary policies and procedure of PA.

2. Except as otherwise limited in this section, RTZ may use and disclose PHI for the property management and administration of the RTZ or to carry out the legal responsibilities of the RTZ, provided that disclosures are required by law, or RTZ obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the RTZ of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this section, RTZ may use PHI to provide data aggregation services related to the health care operation of PA.

B. Further Disclosure of PHI – RTZ shall not use or further disclose PHI other than as permitted or required by this section.

C. Safeguard of PHI – RTZ shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this section.

D. Unauthorized Use or Disclosure of PHI – RTZ shall report to PA any use or disclosure of PHI not provided for by this section.

E. Agents and Subcontractors of the RTZs – RTZ shall ensure that any agent, including a subcontractor, to which the RTZ provides PHI received from, or created or received by the RTZ on behalf of PA, shall comply with the same restrictions and conditions that apply through this section to the RTZ with respect to such information.

F. Access to PHI – RTZ shall provide access, at the request of PA, and in the time and manner designated by PA, to PHI in a designated record set to an individual in order to meet the requirements of the Title 45 CFR, section 164.524.

G. Amendment(s) to PHI – RTZ shall make any amendment(s) to PHI in a designated record set that PA directs or at the request of PA or an individual, and in the time and manner designated by PA in accordance with Title 45 CFR, section 164.526.

H. Documentation of Uses and Disclosures – RTZ shall document such disclosures of PHI and information related to such disclosures as would be required for PA to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528.

I. Accounting of Disclosure – RTZ shall provide to PA or an individual, in the time and manner designated by PA, information collected in accordance with Title 45, CFR, Section 164.528, to permit PA to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528.

J. Records Available to PA and Secretary of HHS – RTZ shall make internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from PA, or created or received by the RTZ on behalf of PA, available to PA or to the Secretary of HHS for purposes of the Secretary determining PA’s compliance with the Privacy Rule, in the time and manner designated by PA or the Secretary of HHS.
K. Retention and Destruction of Information on Agreement Termination

1. Upon termination of the agreement for any reason, RTZ shall retain all PHI received from PA, or created or received by RTZ on behalf of PA in accordance with section 5 of this agreement in a manner that complies with the Privacy Rules. This provision shall apply to PHI in possession of subcontractors or agents of the RTZ.

2. When the retention requirements on termination of the agreement have been met, RTZ shall destroy all PHI received from PA, or created or received by RTZ on behalf of PA. This provision shall apply to PHI in possession of subcontractors or agents of RTZ. RTZ, its agents or subcontractors shall retain no copies of the PHI.

3. In the event that RTZ determines that destroying the PHI is not feasible, RTZ shall provide PA notification of the conditions that make destruction infeasible. Upon mutual agreement of the parties that the destruction of the PHI is not feasible, RTZ shall extend the protections of this section to such PHI and limited further use and disclosures of such PHI for so long as RTZ, or any of this agents or subcontractors, maintain such PHI.

L. Amendments to Section – The parties agree to take such action as is necessary to amend this section as necessary for PA to comply with the requirements of the Privacy rule and its implementing regulations.

M. Material Breach – If PA becomes aware of a pattern of activity that violates this section and reasonable steps to cure the violation are unsuccessful, PA will terminate the agreement, or if not feasible, report the problem to the Secretary of HHS.

N. Survival – The respective rights and obligations of RTZ shall survive the termination of this agreement.

O. Interpretation – Any ambiguity in this section shall be resolved to permit PA to comply with the Privacy Rule.
RTZ ASSOCIATES, INC.

By ______________________________________

MICHAEL ZAWADSKI, DATE
PRESIDENT

SUTTER COUNTY PA

By ______________________________________

CHAIRMAN, PUBLIC AUTHORITY DATE

ATTEST:                  APPROVAL AS TO FORM
DONNA M. JOHNSTON, CLERK SUTTER COUNTY COUNSEL

By ____________________________  By ____________________________
DEPUTY
### LEASE FEES

#### Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td><strong>HOMCare Monthly Lease</strong></td>
<td>$953.75</td>
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Includes:
- HOMCare Registry Module and all related functionality
- Unlimited Technical Support throughout the term of the AGREEMENT
- Application Hosting which includes the following:
  a) Access for up to 5 users
  b) Running all updates
  c) Nightly backups
  d) Hosting in a secure location with redundant power supply

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<tr>
<th>Description</th>
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<td><strong>Additional Customization</strong></td>
<td>$125/hour</td>
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VENDOR ASSURANCE OF COMPLIANCE WITH
THE SUTTER COUNTY IHSS
PA
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: RTZ Associates, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act 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 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; 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 immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose 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 11135-11139.5, 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                         Director’s Signature

______________________________
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

(08/13/01)
SUTTER COUNTY PUBLIC AUTHORITY
Staff Report

To: Sutter County In-Home Supportive Services Public Authority Governing Board
From: Nancy O'Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Approval of the Fiscal Year 2018-2019 Budget for the In-Home Supportive Services Public Authority

Recommendation: It is recommended that the Public Authority (PA) Governing Board approve the budget for the Sutter County In Home Supportive Services (IHSS) PA for Fiscal Year 2018-2019. The requested budget totals $412,560. (Budget Attached). This budget does not include the direct cost of the IHSS provider wages and employer related taxes.

Background: The main function of the IHSS PA is the administration and management of the Registry referral program that matches consumers to home care providers. The PA also provides training opportunities to providers, operates the State mandated Provider Orientation, monitors and approves Overtime for eligible IHSS Providers and determines Provider eligibility. According to the current Memorandum of Understanding (MOU) between the PA Governing Board and the provider’s union, the PA will continue to fund safety equipment and training stipends to IHSS providers.

This budget unit finances all costs of the Sutter County IHSS PA as well as the cost associated with the MOU.

Requested Net Expenditures for Fiscal Year 2018-2019 budget total $412,560, which is $72,233 more than the Adopted Fiscal Year 2017-2018 budget. Federal and State revenues are requested to total $236,221. The General Fund contribution from Sutter County is $172,839, which is an increase due to the elimination of the Maintenance of Effort (MOE).

The request for Services & Supplies is $395,710, which is an increase of $118,912 from the Fiscal Year 2017-2018 Adopted Budget. This is primarily due to an increase of the State mandated program requirements and the Union negotiations contract with IDEA. The A-87 costs budgeted Fiscal Year 2018-19 is $16,800. This is an increase compared to the Fiscal Year 2017-18 adopted budget. The increase is due to the adjustment of the previous years’ basis for cost allocation.

The request for Other Charges is $15,380, which is $60 more than the Fiscal Year 2017-2018 Adopted Budget. Other Charges fund primarily pays for the IHSS Advisory Committee, Provider Safety Equipment and Provider Training Incentives as part of the most current MOU with the Provider union.

No Fixed Assets are being requested for Fiscal Year 2018-2019.

Prior Board Action: This is an annual budget which is brought to the PA Governing Board for
approval each year. The Fiscal Year 2017-2018 budget was approved by the PA Board on August 22, 2017.

**Board Alternatives:** No alternative recommendations are available. The PA is required to have an operating budget approved by the PA Governing Board.

**Other Department and/or Agency Involvement:** The Health and Human Services Welfare & Social Services’ IHSS County share budget (5201) for Fiscal Year 2018-2019 includes a required County contribution to the PA.

**Action Following Approval:** Following approval of this budget, the funds appropriated will be used to provide the mandated services of the PA.

**Fiscal Impact:** Of the total PA budget, $412,560 is funded by federal, state and county revenues.

Respectfully Submitted,

\[Signature\]
Nancy O’Hara
Director of Health & Human Services

**Attachments:**
1. FY 2018-19 PA Budget Worksheet.xls
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>2017-18</th>
<th>2018-19</th>
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<tbody>
<tr>
<td>52060</td>
<td>Communications</td>
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<td>52100</td>
<td>Insurance</td>
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<td>52120</td>
<td>Maintenance-Equipment</td>
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<td>52130</td>
<td>Maintenance-Structures</td>
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<td>52135</td>
<td>Software, Purchases, License &amp;</td>
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<td>52232</td>
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Total Services and Supplies 276,798 395,710

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Total Other Charges 15,320 15,380

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Total Other Financing Uses 1,217 1,470
### Provisions for Contingencies

59900 Appropriation for Contingency -  

**Total Provision for Contingencies**  

**TOTAL EXPENDITURES** 293,335 412,560

### Revenue Use Money Property

44100 Interest Apportionment 8,762 3,500  
44103 Interest-FMV Adj -  

**Total Revenue Use Money Property** 8,762 3,500

### Intergovernmental Revenues

45095 St IHSS PA Oper Exp Reimb 100,153 98,331  
45402 Fed IHSS PA Oper Exp Reimb 125,169 137,890  
45666 General Fund Contribution 106,243 172,839  
49999 Fund Balance Available-Undesignated  

**Total Intergovernmental Revenues** 331,565 409,060

### User Pay Revenue

47540 Provider Insurance Premiums -  

**Total User Pay Revenue** -

**TOTAL REVENUES** 340,327 412,560

**UNREIMBURSED COSTS** (46,992) -