

AGENDA

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF STANISLAUS COUNTY

1010 10TH STREET, BASEMENT LEVEL, MODESTO

JULY 24, 2007

9:25 A.M.

- I. CALL TO ORDER
- II. CONSENT CALENDAR (Those items marked with an *)
 - *A. APPROVAL OF THE MINUTES OF MAY 9, 2006
 - *B. APPROVAL OF THE LABOR AGREEMENT BETWEEN THE COUNTY AND THE UNITED DOMESTIC WORKERS OF AMERICA (UDW), REPRESENTING THE IN-HOME SUPPORTIVE SERVICES (IHSS) WORKERS.
- III. CORRESPONDENCE
 - A. NONE
- IV. PUBLIC HEARINGS
 - A. NONE
- V. AGENDA ITEMS
 - A. ACCEPTANCE OF THE IN-HOME SUPPORTIVE SERVICES ADVISORY COMMITTEE FISCAL YEAR 2006-2007 REPORT TO THE COMMUNITY
- VI. PUBLIC FORUM
- VII. ADJOURNMENT

MINUTES

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF STANISLAUS COUNTY MAY 9, 2006

The In-Home Supportive Services Public Authority met in the Joint Chambers at 1010 10th Street, Basement Level, Modesto, California.

I. CALL TO ORDER

The meeting was called to order at 9:36 a.m.

Members present: O'Brien, Mayfield, Grover and DeMartini

Members absent: Simon

Staff present: Jeff Lambaren

II. CONSENT CALENDAR (Those items marked with an *)

Grover/O'Brien (4-0) (Simon absent) Approved the consent calendar.

9:25 AM (*II-A) Approved the minutes of 5/9/06

III. CORRESPONDENCE

A. None

IV. PUBLIC HEARINGS

A. None

V. AGENDA ITEMS

A. Upon motion by Grover/O'Brien (4-0) (Simon absent) 9:25am (V-A) Approved the FY 2006/07 In-Home Supportive Services Public Authority of Stanislaus County Administrative Rate of \$0.27 per paid Individual Provider hour; and , approved the FY 2006/07 In-Home Supportive Services Public Authority of Stanislaus County administration budget in order to receive a revenue source beginning 7/1/06

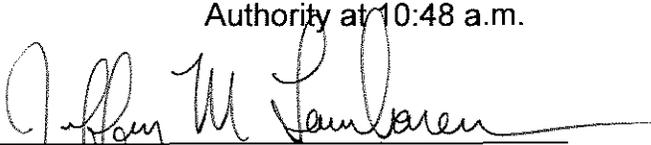
B. Upon motion by O'Brien/Grover (4-0) (Simon absent) 9:25am (V-B) Accepted the selection of ABD Insurance and Financial Services as the Insurance Broker for Link2Care the In-Home Supportive services Public Authority of Stanislaus County; and, authorized the Link2Care Executive Director to sign the necessary documents to execute a contract with ABD Insurance and Financial Services for an initial three-year period with an option for two additional years

VI. PUBLIC FORUM

A. No persons spoke.

VII. ADJOURNMENT

A. Adjourned as the Stanislaus County In-Home Supportive Services Public Authority at 10:48 a.m.



Jeffrey M. Lambaren
Executive Director

SITTING AS THE IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF STANISLAUS COUNTY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: In-Home Supportive Services Public Authority

BOARD AGENDA# 9:25 A.M. *II.B

Urgent _____ Routine X

AGENDA DATE July 24, 2007

CEO Concurs with Recommendation YES pkc NO _____
(Information Attached)

4/5 Vote Required YES X NO _____

SUBJECT:
Approval of the Labor Agreement between the County and the United Domestic Workers of America (UDW), Representing the In-Home Supportive Services (IHSS) Workers, and Adjust the Budget

- STAFF RECOMMENDATIONS:
1. Approve the tentative agreement reached between the County and the United Domestic Workers of America (UDW), representing the In-Home Supportive Services (IHSS) Workers.
 2. Authorize the Community Services Agency to request the State Controller to implement the agreed-upon salary provisions.
 3. Direct the Auditor Controller to make the necessary adjustments to the Community Services Agency (CSA) Budget, Program Services and Support as detailed in the Budget Journal.

(Continued on page 2)

FISCAL IMPACT:
In-Home Supportive Services (IHSS) is a State mandated program, which is supported with Federal, MediCal funding, State General Fund allocations and a County share of cost obligation of approximately 17.97 percent.

(Continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2007-595

On motion of Supervisor Mayfield, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

ATTEST:

File No.

STAFF RECOMMENDATIONS (Continued):

4. Authorize the Chairman of the Board of Supervisors and all parties to sign the Memorandum of Understanding with the United Domestic Workers of America.

FISCAL IMPACT (Continued):

The proposed labor agreement with the United Domestic Workers of America (UDW), covers the period of October 1, 2006, through September 30, 2010, and provides for the following wage rates: \$8.84 effective October 1, 2007; \$9.11 effective October 1, 2008; \$9.38 effective October 1, 2009. In addition, health benefits are provided to eligible IHSS Providers in the following formula, \$0.60 per hour multiplied by the monthly paid hours. No increases to Provider insurance benefits were included in this proposed agreement. The health benefit money is pooled, as well as a \$20 per month premium collected from insured Providers, to provide funding for health care for IHSS Providers. These health benefits are budgeted in the Community Services Agency (CSA) IHSS Public Authority – Benefits Administration budget unit 1641.

The estimated increase in County share of cost per the agreement is as follows: Fiscal Year 2007-2008, \$922,981; Fiscal Year 2008-2009, \$1,764,374; Fiscal Year 2009-2010, \$2,588,796 and Fiscal Year 2010-2011, \$756,042 for the balance of the contract period ending September 30, 2010. All program projections are based on: projected annual caseload growth of 5.4 percent; continued Federal waiver provisions supporting increased Federal financial participation in IHSS; and dedicated CSA County share support equivalent to the Fiscal Year 2006-2007, level of approximately \$8 million dollars.

The adopted Proposed County Budget includes appropriations to support the IHSS program in Fiscal Year 2007-2008, with the current hourly Provider wage of \$8.25, at an estimated total cost of \$44.3 million with a required County share of approximately \$8.0 million. The current fiscal year impact of this labor agreement represents an increase in IHSS program costs of \$2,350,180 million, for a projected total program cost of \$46,641,528. The estimated Federal and State revenues available to support this increased program cost total approximately \$1,427,199. The balance of the increase, \$922,981, represents the County share of cost requirement for total program caseload growth estimated at \$500,655 and the scheduled cost of living adjustment (COLA) impact estimated at \$422,326. These costs are funded with retained earnings reserved in the Program Services and Support Budget previously set aside by the Board to support the IHSS program in Fiscal Year 2007-2008.

The attached Budget Journal provides the necessary adjustments to appropriations and estimated revenues for Fiscal Year 2007-2008. It is important to note that \$922,981 of the County share support for the IHSS program in Fiscal Year 2007-2008, is one-time revenue. Utilization of one-time revenue to support ongoing program operations is a short-term strategy. Future CSA budgets will incorporate the balance of the approved package along with a long-term financing strategy to support the ongoing IHSS program growth.

DISCUSSION:

On July 1999, Assembly Bill 1682 was signed into law which required each County to act as, or establish an employer of record for In-Home Supportive Services personnel for purposes of provisions of statutory law regarding employer- employee relations. The County opted to form a Public Authority and draw down additional Federal and State funds. On June 17, 2003, the United Domestic Workers of America was formally recognized as the representative of the approximately 3800 home care workers in Stanislaus County. The County reached agreement with the United Domestic Workers and the first Memorandum of Understanding (MOU) went into effect on October 1, 2004, and expired September 30, 2006.

The terms of the new agreement cover a 48-month period from October 1, 2006, through September 30, 2010 and include negotiated changes for IHSS Provider wages, CPR training, health insurance programs and applicant security checks. Final approval of the agreement is subject to ratification of the IHSS bargaining unit scheduled in August 2007.

As with the previous MOU, this agreement also contains protection for the County should the State or Federal governments change their funding mechanism. It should be noted that the Governor has proposed to freeze State participation in wage and benefits at the current level. This legislation has been defeated in both Houses of the State Legislature; however, there is a slight chance that something might occur, if not this year then one of the remaining years of the MOU. The contingency language will protect the County should the Federal or State governments change the current sharing formula.

**Summary of Tentative Agreements
 IHSS Providers
 July 24, 2007**

1	Terms of the Agreement	48 Months October 1, 2006 – September 30, 2010
2	Salary Increases	Salary increases for all IHSS Providers 7% - Effective October 1, 2007 3% - Effective October 1, 2008 3% - Effective October 1, 2009
3	CPR	Monthly CPR training for Registry Provider Quarterly CPR training for non-Registry Providers

Approval of the Labor Agreement Between the County and the United Domestic Workers of America (UDW), Representing the In-Home Supportive Services (IHSS) Workers, and Adjust the Budget

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4	Health Insurance	PacifiCare Medical insurance, Safe Guard Dental and Vision insurance for eligible IHSS Providers
5	Security Checks	No costs for security checks for Registry applicants

Unless specifically stated, all negotiated agreements are effective upon approval of the Board of Supervisors.

POLICY ISSUE:

The Board of Supervisors maintains the County personnel system and approves all labor agreements. This agreement reflects the Board's priority of a healthy community.

STAFFING IMPACT:

There is no staffing impact associated with this item.

AUDITOR-CONTROLLER BUDGET JOURNAL



BUDGET JOURNAL SCREEN

Budget Organization: **Stanislaus Budget Org**
 Budget: **LEGAL BUDGET**
 Accounting Period From: **Jul-07**
 To: **Jun-08**

BATCH SCREEN

Journal Batch: **BO --**
 Category: **Budget**

Line	Coding Structure						Period	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	AMOUNT		
1	1631	45051	70270			.0	2,350,180.00	Increase - IHSS Individual Provider	
2	1631	45051	21060			.0	585,152.00	Increase - St Admin - IHSS	
3	1631	45051	27184			.0	842,047.00	Increase - Fed Admin - IHSS	
4						.0			
5						.0			
6						.0			
7						.0			
8						.0			
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19						.0			
20						.0			
21						.0			
22						.0			
23						.0			
24						.0			
25						.0			
Totals								3,777,379.00	

DR
CR
CR

Explanation: Adjust estimated revenues and appropriations per Board Item - IHSS UDW labor agreement
 Appropriations in excess of estimated revenues will be supported through fund balance utilization dedicated
 in Final Budget FY 07-08.

Requesting Department	CEG	Auditors Office Only	
<i>[Signature]</i>	<i>[Signature]</i>	Prepared By	<i>Tom Flores</i>
Signature	Signature		Admin Approval (\$75K+)
<i>7/6/07</i>	<i>7/26/07</i>	Date	<i>7/9/07</i>
Date	Date	Date	Date

**IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY OF STANISLAUS COUNTY**

Jeffrey M. Lambaren
Executive Director

305 Downey
Modesto, CA 95354

Phone: 209.558.4787 Fax: 209.558.4612



MEMO

TO: Jody Hayes

FROM: Jeff Lambaren 

DATE: 9-19-07

SUBJECT: MOU with UDW

Enclosed is a signed MOU with UDW for your records. I have an original, that I have scanned and asked SBT to put on our website. I sent an original to UDW and to CSA.

BOARD OF SUPERVISORS
2007 SEP 24 P 12:00

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF STANISLAUS

AND

**THE IN-HOME SUPPORTIVE SERVICES
PROVIDERS/WORKERS**

REPRESENTED BY

THE UNITED DOMESTIC WORKERS OF AMERICA

October 1, 2006– September 30, 2010

**Memorandum of Understanding
Between the County of Stanislaus and the
In-Home Supportive Services Providers/Workers
Represented by
The United Domestic Workers of America**

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BETWEEN THE COUNTY OF STANISLAUS, HEREINAFTER REFERRED TO AS THE "COUNTY" AND THE IN-HOME SUPPORTIVE SERVICES PROVIDERS/WORKERS, REPRESENTED BY THE UNITED DOMESTIC WORKERS OF AMERICA, HEREINAFTER REFERRED TO AS THE "UNION".

Pursuant to the Employee Relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the Union have met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth and are in agreement with the provisions of the Memorandum of Understanding.

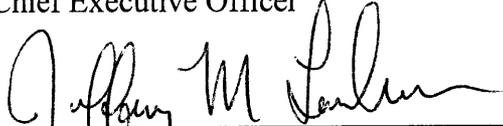
FOR THE COUNTY:



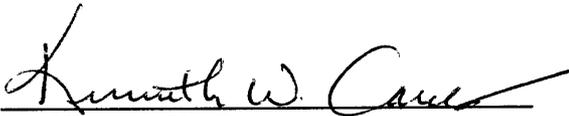
William O'Brien, Chairman
Board of Supervisors



Richard W. Robinson
Chief Executive Officer



Jeffrey M. Lambaren
Executive Director, Public Authority

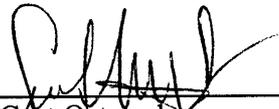


Dr. Kenneth W. Caves
Chief Negotiator

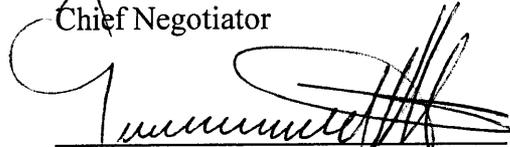
FOR THE UNION:



Flora Walker
Administrator



Curt Ostrander,
Chief Negotiator



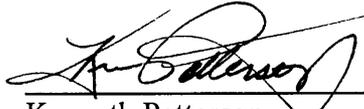
Marguerite Morrison
VP, NUHHCE

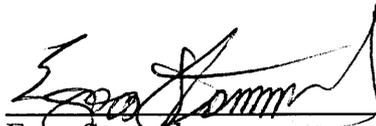
Refused to sign

Madelyn Amaral
Bargaining Team Member

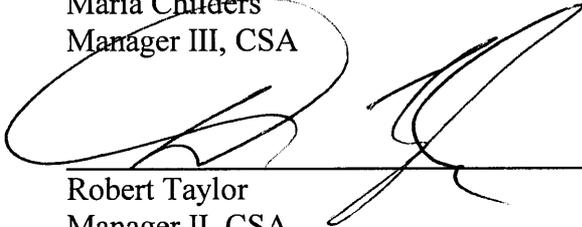
Signatures continued from Page 1

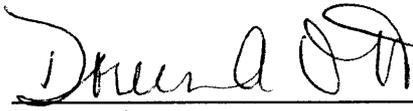
FOR THE COUNTY:


Kenneth Patterson
Director, Community Services Agency

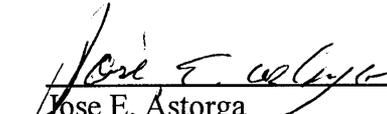

Egon Stammier
Assistant Director, CSA


Maria Childers
Manager III, CSA

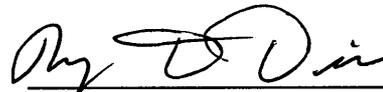

Robert Taylor
Manager II, CSA


Doreen Ott
Accountant III, Public Authority

FOR THE UNION:


Jose E. Astorga
Bargaining Team Member

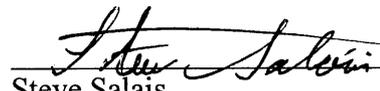

Roxanne Chackos
Bargaining Team Member


Henry D. Dill
Bargaining Team Member


Samuel Roy Jordan
Bargaining Team Member


Anita Magana
Bargaining Team Member


Claudia Parks
Bargaining Team Member


Steve Salais
Bargaining Team Member

Date Signed: 9 | 11 | 07

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PREAMBLE

It is in acknowledgment of the intrinsic value of the In-Home Supportive Services (IHSS) program and its constituent parties that this Memorandum of Understanding (MOU) or agreement is entered into by the County and the IHSS Providers/Workers represented by United Domestic Workers of America (Union).

The relationship between the County, the IHSS Provider/Worker, and the IHSS Client/Consumer is a unique one, which begs a high level of compassion, humanity, understanding and respect. These parties and the IHSS program itself benefit our community in innumerable ways, including better service delivery, greater civic participation, and the economic stimulation that millions of federal and state matching dollars bring to our local businesses.

This MOU formalizes the unique employer-employee relationship defined in law between the County administered Individual Provider (IP) program and the Union. It is recognized by the parties that the County does not employ or manage the IHSS Provider/Worker workforce in the role of a traditional employer and that the IHSS Client/Consumer remains the employer for the purposes of hiring, firing and directing the work of any Individual Provider/Worker providing services to them. The Union and the County commit themselves in this MOU to some goals that not only benefit Providers/Workers but are also intended to benefit Clients/Consumers of IHSS services.

The County and the Union recognize that due to the nature of the relationship between them and the role of that relationship in the IHSS Program, the implementation of various provisions of this MOU will require the assistance and cooperation of agencies that are not party to this MOU. The County and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provision of this MOU.

Furthermore, the County agrees to make every effort to ensure that the managers, case workers, and other County staff associated with the program respect IHSS Providers/Workers and understand the work diligently provided by IHSS Providers/Workers is difficult and valuable to our community. Likewise, the Union agrees to make every effort to ensure that the members of the bargaining unit respect all County staff associated with the program and understand that their work is also valuable and demanding.

1. RECOGNITION

The County recognizes the United Domestic Workers of America (UDW), NUHHCE, AFSCME, AFL-CIO, as the exclusive representative of the In-Home Supportive Services Individual Providers/Workers covered by this Agreement.

2. MODIFICATION

No provision or terms of this Agreement may be amended, modified, altered or waived except by written agreement between the parties hereto.

3. WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or conditions.

4. SAVINGS & SEPARABILITY

In the event that any Article, Section or portion of this Agreement is declared invalid by a court of competent jurisdiction or is in contravention of any applicable law, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

5. UNION ACCESS TO COUNTY BUILDINGS

The County agrees to admit to any of its offices the authorized representative(s) of the Union for purposes of adjusting grievances and conducting legitimate, appropriate Union business related to enforcing and monitoring this Agreement. The Union shall notify the County of the name of its authorized representatives upon ratification of this Agreement.

6. LANGUAGES

The County shall provide the capability at its administrative office to communicate with IHSS Providers/Workers as required by Title VI of the Civil Rights Act of 1964.

7. NON-DISCRIMINATION

The parties agree that the provisions of this Agreement shall be interpreted, applied, and/or enforced without favor or discrimination based upon union membership, race, ancestry, religion, color, age, national origin, political affiliation or belief, disability, medical condition, pregnancy related condition, sex, marital status or sexual orientation and in compliance with Federal and State laws.

8. CLIENT/CONSUMER RIGHTS

The Union and the County recognize the right of IHSS Clients/Consumers, as established by law, to hire fire and supervise the work of any In-Home Supportive Services personnel providing services to them as well as to train such individuals in the manner in which those services are to be provided.

The Union shall not seek nor receive information from the County regarding the name, address, phone number, or any other personal information regarding Clients/Consumers. Union representatives and IHSS Providers/Workers shall maintain strict standards of confidentiality regarding Clients/Consumers and shall not disclose personal information pertaining to Clients/Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. If Client/Consumer information is disclosed pursuant to this section, the Client/Consumer and the County shall be notified of such release or disclosure immediately. The Client/Consumer has the right to consent to the disclosure of information described herein but such consent may be withdrawn at any time for any reason.

Union representatives will not seek to conduct union business related to enforcement of this Agreement at the home of the Client/Consumer without the express permission of the Client/Consumer. In certain instances, union representatives may inadvertently visit a Client/Consumer's home, having been given the Client/Consumer's address as that of the Provider/Worker. Under such circumstances, the union representative may speak with the Provider/Worker after explaining the purpose of the visit and receiving permission from the Client/Consumer. If the address visited is the residence of both the Provider/Worker and the Client/Consumer, permission to conduct union business must be given by both the Provider/Worker and the Client/Consumer, whenever possible and practical.

Any determination regarding the amount of service hours an IHSS Client/Consumer shall be authorized is made by the Stanislaus County Community Services Agency in consultation with the Client/Consumer. Clients/Consumers have the right to have an authorized representative of their choice, including the Provider/Worker or Union representation, present during any evaluation or annual assessment and for any appeal process regarding their authorized service hours.

9. CLIENT/CONSUMER RESPONSIBILITY NOTICE

The County and the Union acknowledge that IHSS Clients/Consumers have the legal right to hire, fire, train, and supervise the work of the IHSS Provider/Worker who provides them service. The parties also acknowledge that this legal right brings with it a Client/Consumer responsibility to inform the IHSS Provider/Worker of changes in their allotted service hours.

The County shall include in each notice of change in service hours to IHSS Clients/Consumers a responsibility notice, which shall read:

“As a matter of respect and in an effort to enhance communications between you and your Provider/Worker(s), you, as the employer, under Section 30-764.31 of the IHSS Regulations, have a responsibility to inform your Provider/Worker(s) of any changes that will result in a change in his/her paid working hours.”

A dated copy of the Client/Consumer responsibility notice shall be kept, by the County, in the service file of the Client/Consumer.

10. REGISTRY

The County and the Union recognize the importance of having the systematic capacity to coordinate the dissemination of information to IHSS Clients/Consumers and IHSS Providers/Workers regarding those individuals in need of a Provider/Worker and those individuals desiring work in the home care field. To accomplish this objective and to provide an efficient, effective means of improving the coordination of service delivery, providing a clearinghouse for access to qualified substitutes, reducing service gaps and disruptions in care for IHSS Clients/Consumers, and providing a general referral services to IHSS Clients/Consumers and bargaining unit members the County will enhance any existing IHSS registry that might currently exist and will discuss and explore the establishment and funding of a Union-administered IHSS registry that will complement any County registry to ensure comprehensive services for bargaining unit members and IHSS Clients/Consumers throughout the County.

11. EMERGENCY SERVICES

The County and the Union recognize the importance of having an efficient and effective mechanism for providing services to IHSS Clients/Consumers who are left without a regular IHSS Provider/Worker due to an emergency. The County and the Union shall work together, through the Labor-Management Relations Committee, to develop a plan to improve emergency services. Such a plan shall include options that utilize the existing Stanislaus County Homemaker Mode, as well as options that utilize the County Registry and any Union Registry mechanism that may be developed. Program mechanisms for creating a UDW bargaining unit classification for emergency Providers/Workers shall also be explored. Other issues to be explored by the Committee shall include, but not be limited to:

1. Mechanisms for emergency notification
2. Mechanisms for approval/prioritization of emergency need
3. System over-use
4. Program overlap

12. RESPITE

The County and the Union recognize that to improve retention of IHSS Providers/Workers, prevent crises, improve consistency of care to IHSS Clients/Consumers, and to promote a better, safer working environment a plan should be developed for providing respite services to Client/Consumers so that IHSS Providers/Workers may take time off from their regular duties. The County and the Union shall work together, through the Labor-Management Relations Committee, to develop a plan to create a mechanism for respite care services. Such a plan shall include program options that include development of a paid respite benefit for bargaining unit employees and utilize the County Registry and any Union Registry mechanism that may be developed. Program mechanisms for creating a respite classification of bargaining unit employees shall also be explored. Other issues to be explored by the Committee shall include, but not be limited to:

1. Leveraging existing programs
2. Funding

13. GRIEVANCE PROCEDURE

From time-to-time there may be differences and misunderstandings about the interpretation and application of the terms of this Agreement. Both parties agree that these differences and/or misunderstandings should be resolved promptly and, whenever possible, through informal means of communication between Providers/Workers and the County. The Union will encourage bargaining unit members to discuss and resolve their concerns directly with appropriate County staff as the first step in addressing any work-related problem in order to prevent the need for a formal grievance. However, it is also acknowledged that occasions may arise in which informal means are inadequate to resolve work-related disputes concerning the interpretation or application of this Agreement.

Definition

A grievance is hereby defined as a claim by an employee, a group of employees, or the Union representing the employees covered by this Agreement, involving an alleged violation of a provision of this Agreement by the County. Participation in the grievance procedure in any capacity shall be solely on the bargaining unit member's own time and shall not be considered as within any IHSS Client/Consumer's allocated service hours, or as paid time.

The Grievance procedure shall not apply to matters over which the County has no jurisdiction or Client/Consumer rights.

Procedural Steps

All grievances shall be handled in the following manner:

Step one: The Provider/Worker and/or Union representative shall meet and present the grievance to the County designee within ten (10) working days of the alleged violation. The County designee will respond to the grievance, in writing, within ten (10) days of this meeting.

Step two: If no settlement is reached in Step one, the grievance shall be submitted to the Director of the County's Community Services Agency (Department Head) within ten (10) working days from the Step one response. The Director, within ten (10) working days, shall meet with the Provider/Worker/Union to discuss the grievance. The Director will respond to the grievance, in writing, within ten (10) working days of this meeting.

Step three: If no settlement is reached within ten (10) working days after the step two-grievance response is received, the Provider/Worker/Union shall have the right to request an impartial mediation through the State Mediation and Conciliation Service. The mediator will meet with the parties to attempt to resolve the grievance and the parties shall share any mediation costs equally.

Step four: In the event the grievance is not resolved by mediation, the grievance may be submitted for Arbitration within ten (10) working days after the mediation meeting. No Grievance may proceed to arbitration until there has been an attempt to resolve the matter through mediation at Step three of this procedure. If the Provider/Worker wishes to appeal the Department Head's decision to binding arbitration, the Provider/Worker may do so through the Union only. The appeal shall be made in writing to the Chief Executive Officer, specifically stating this option, within ten (10) working days after receipt of the Department Head's decision.

General Provisions for Arbitration

- A. Selection of Arbitrator - If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to arbitration, the arbitrator may be selected by mutual agreement between the Chief Executive Officer and the Union. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.
- B. Arbitration Issues - The parties shall, within ten (10) working days following the submission review of the Chief Executive Officer, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of the evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.
- C. Arbitration Expenses Shared - The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees shall be borne by the party incurring that cost. If both parties agree to

the use of a court reporter, or if the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared, both parties shall equally share the cost of the transcript.

- D. Duty of Arbitrator - The arbitrator shall conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding, Stanislaus County Code, resolution, or written departmental policy. He/she shall consider and make a decision with respect to only the specific issue(s) submitted, and shall not have authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the Memorandum of Understanding, applicable State or Federal laws, Stanislaus County Code, resolution, or written departmental policy, he/she shall decide the appropriate resolution. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this section.
- E. Evidence - At the hearing, both parties shall have the right to be heard and to present evidence. The following rules shall apply:
1. Oral evidence shall be taken under oath.
 2. Each party shall have the right to call and examine witnesses, introduce exhibits, and cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination. If the Provider/Worker does not testify on his/her own behalf the Provider/Worker may be called and examined as if under cross-examination.
 3. The County shall be allowed to have one (1) Provider/Worker who may be called upon to testify as a witness, present at the arbitration hearing at all times.
- F. Binding Decision - The decision of the arbitrator shall be binding upon the Provider/Worker, the Union, and the County.

Based upon significant financial impact of the arbitrator's decision upon the County, within ten (10) working days of receipt of the arbitrator's decision, the County may request that the Union meet with the County to discuss the financial impact of the decision. The Union agrees to meet and consult with the County over the impact upon the County of the decision. Absent agreement between the parties to modify or mitigate the impact of the arbitrator's decision, the decision of the arbitrator shall be final and binding on the parties. The arbitrator may sustain, modify or rescind an appealed action.

- G. Arbitrator's Decision Due - Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing to the Chief Executive Officer. The Chief Executive Officer shall immediately provide a copy of the decision to the Provider/Worker; the Provider/Worker's duly elected representative and the Department Head. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.
- H. Non-Union Representation - In the event that a Provider/Worker chooses to represent himself/herself, or arranges for representation independent of the recognized Provider/Worker organization, arbitration as provided herein shall not be available to the Provider/Worker.

14. TERM AND SALARY

The term of this agreement shall be 48 months, commencing October 1, 2006, and ending at midnight on September 30, 2010.

Wages

The hourly rate shall be \$8.84 per hour effective October 1, 2007.

The hourly rate shall increase to \$9.11 per hour effective October 1, 2008.

The hourly rate shall increase to \$9.38 per hour effective October 1, 2009.

Resumption of Negotiations

The parties agree to begin the meet and confer process for a successor agreement by meeting and exchanging proposals no later than March 1, 2010.

Cardio-Pulmonary Resuscitation Certification Differential

A. Overview

Upon the effective date of this Agreement the County shall provide at no cost, except as described in the Fee Section, to Providers under this Agreement, CPR certification training on a monthly basis, subject to availability with preference given to Registry Providers. In addition to the monthly CPR training, the County shall make available on a voluntary basis at no cost, except as described in the

Fee Section, to all non-registry Providers dedicated CPR training on a quarterly basis. CPR Training will be available on a first come first serve basis.

B. Notification

The County and the United Domestic Workers will promote the CPR training through use of newsletters, flyers, and their respective websites. Dates and times will be provided by the County to the Union on a quarterly basis.

C. Cancellation/Rescheduling

Providers covered under this agreement, who enroll in CPR training, must contact the County two (2) business days prior to the scheduled training date in the event the Provider wishes to cancel or reschedule the training.

D. Fees

Except as provided in Section C above, Providers who are scheduled for CPR training and do not attend shall be deemed to have used their CPR differential for a period not to exceed the length of the certification's term. Providers who missed scheduled training without prior notification, as described in the Cancellation/Rescheduling section, may take CPR training but will be required to pay the cost of said training prior to enrollment. The County will take into consideration mitigating circumstances regarding a Provider's failure to timely notify the Public Authority of a Provider's intent to cancel a scheduled training.

15. PAYROLL/DIRECT DEPOSIT

Payroll

To promote a timely and accurate payroll system, the County and the Union will utilize the Labor Management Relations Committee to identify causes and solutions to on-going problems resulting in late, lost or inaccurate paychecks and related payroll issues. When the causes of problems are outside the direct control of the County, the County and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies and working with those agencies to seek and implement appropriate solutions. When the cause of problems are within the control of the County, the County will act expeditiously to solve the problem and work to prevent said problems from occurring in the future.

Direct Deposit

In order to ensure that Provider/Worker's receive their paychecks in a timely manner and to avoid late, missing, delayed or lost paychecks, the County will cooperate with the Union to encourage establishment of a system, funded by the State, to direct deposit IHSS Provider/Worker's paychecks into their accounts once this option has been made available by the State Controller. This service will be optional and made available at no cost to the Provider/Worker.

16. AGENCY SHOP

Purpose

Both the County and the Union recognize the responsibility of the Union to provide fair and professional representation to the Providers/Workers in the bargaining unit. The County and the Union mutually understand and agree that all affected Providers/Workers have the option to join or not join the Union.

Provider/Worker and Union Rights and Responsibilities

Implementation of Agency Shop

IHSS Providers/Workers must either become and remain members of the Union and pay Union dues, or pay an agency fee to the Union in an amount that does not exceed that which may be lawfully collected. Such dues or fees shall be deducted from the Provider/Worker's paycheck on a monthly basis starting the first day of the month following completion of sixty (60) days of employment, subject to the limitations and practices of the State Controller's payroll system. This sixty (60) days shall be shortened to thirty (30) days if practical. This provision shall become effective the first day of the month following sixty (60) days after certification. This sixty (60) days shall be shortened to thirty (30) days if practical.

Provider/Worker's Rights of Conscientious Objection

A Provider/Worker who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The Provider/Worker must present a written declaration to the Union and the County that he/she qualifies for this exemption. The Provider/Worker shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the Provider/Worker from a list of funds designated in this article.

Designation of Nonreligious, Nonlabor Charitable Funds

Employees covered by Section 4.2, may designate one of the following non-religious, non-labor charitable funds to which his/her applicable payments will be paid:

1. The United Way of Stanislaus County
2. Disability Resources Agency for Independent Living
3. The Howard Training Center
4. Society of Handicapped Children & Adults

Sufficiency of Provider/Worker's Earnings

The IHSS Provider/Worker's earnings must be sufficient after required federal and state deductions are made to cover the amount of dues or agency shop fees, subject to the following limitations:

- A. When an IHSS Provider/Worker is in a non-pay status for a full pay period, no dues payment or agency shop fee will be withheld or due for that pay period.
- B. All required federal and state deductions or other legal deductions shall have priority over Union dues and agency shop fees.

Union Indemnification

The Union shall indemnify, defend, and hold the County, its agents, officers and employees harmless from and against any and all claims, demands, suits, orders, or judgments, or any other forms of liability (including defense costs and reasonable attorney fees) that arise out of or by reason of this article, or action taken or not taken by the County under this article.

17. DUES DEDUCTION

Communication Between Agencies

The Union has the exclusive privilege of dues deduction or agency fee deduction for all Providers/Workers in the bargaining unit covered by this Agreement. The County will advise, as necessary to initiate deduction, the California Department of Social Services and/or State Controller, as the payroll agent(s) for its IHSS Individual Provider/Worker employees, to deduct all authorized dues, fees and/or assessments as required by the Union, or as voluntarily requested by bargaining unit members. The County will assist and cooperate with the Union and the aforementioned entities to ensure the timely deduction of said dues, fees and/or assessments and the timely and accurate reporting to the Union of all such payments made pursuant to this Agreement.

Exchange of Information

The County shall provide all necessary information in order to assist in the implementation of the Agreement between UNION and the County, unless such information is prohibited by law. The County shall assist in providing all necessary information to assist in dues and deduction processing for all bargaining unit members, unless such information is prohibited by law. The County may provide the information directly to the State representatives and/or to the Union to allow for an orderly processing of dues and deduction processing for Union members. The Union also agrees that in the event the County provides to the Union confidential Provider/Worker information, including but not limited to Provider/Worker's name and social security number, the Union agrees to treat the information as confidential and private and to use it only for the purposes of performing dues and deduction processing. The Union agrees that in the event information such as social security or other information which has been provided to the Union is released by the Union and used for purposes

other than the implementation of the Agreement between the County and the Union, that the Union will indemnify, defend and hold the County harmless for any actions that may arise for violation of privacy or use or improper use of said confidential Provider/Worker information.

Process

Union dues shall be deducted, as authorized by the Union, from all bargaining unit Providers/Workers and from all bargaining unit wages and other earned compensation, including “lump sum” and/or retroactive pay. The amount of union dues and/or fees shall be determined by the Union, subject to applicable laws and the Agency Shop provision of this Agreement.

Indemnification

The Union shall indemnify, defend and hold harmless the County, its agents, officers, and employees from and against any and all liability (including defense costs and reasonable attorney fees) and claims for damages of any nature whatsoever, including but not limited to Union’s negligent acts or omissions, arising out of the performance of this Agreement, except liabilities and claims for damages caused by County’s negligence or willful misconduct.

Dues Structure for United Domestic Workers of America, NUHHCE, AFSCME, AFL-CIO

The Union will provide a dues structure sheet within 30 days of signing this agreement, and provide the County with an update any time there are changes to the Union Dues structure.

18. LABOR-MANAGEMENT RELATIONS COMMITTEE

The County and the Union recognize the importance of maintaining an effective working relationship that fosters good communication, information sharing, and early issue resolution in order to fulfill the mission of the IHSS program and provide quality, reliable care to all IHSS Clients/Consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

The County and the Union shall establish a Labor-Management Relations Committee. The purpose the Committee shall be to consider and take action on matters affecting the relations between the parties and recommend measures to improve Client/Consumer care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a grievance.

- A. Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other group if that participant becomes too disruptive to the work of the Committee.
- B. The Committee shall be composed of up to ten (10) Union representatives or their designees and up to ten (10) County of Stanislaus representatives, or their designees, including at least one IHSS Program Manager.

- C. Responsibility for hosting and chairing the Committee will alternate between the parties on each successive meeting date. Such responsibilities and duties shall include: securing and preparing the location for the meeting, preparing the mutually agreed upon meeting agenda, providing water and other simple refreshments, and selecting one representative to chair the meeting.
- D. Minutes for each meeting shall be prepared and distributed by the party that is not hosting the meeting within thirty (30) days following each meeting.
- E. The Committee may meet as frequently as agreed to by the parties, but shall convene no less than quarterly. The Committee may meet for as long as agreed to by the parties, but shall schedule each meeting for no fewer than two (2) hours.
- F. The County and the Union will address each recommended item within a reasonable amount of time or as agreed by the parties.
- G. Bargaining unit employee Committee members serve on a voluntary basis and will receive no remuneration from the County for their participation.
- H. In order to foster an environment conducive to building an effective and productive ongoing relationship between the parties, proceedings of the Labor-Management Committee shall not be open to the public. Observers or guests may attend if agreed to by the parties in advance of the meeting. Joint reports may be given to external bodies as agreed to by the parties.

19. UNION STEWARDS

- A. The County will recognize up to one Union steward for every one hundred (100) bargaining unit members.
- B. The County will recognize up to ten (10) stewards designated as Senior Stewards.
- C. The County will recognize up to five (5) stewards designated as District Representatives.
- D. All such stewards, Senior Stewards and District Representatives, shall be selected by the Union. The Union will provide a list of IHSS Providers/Workers in these positions to the County on a quarterly basis.

Compensation.

The County agrees to consider discussions in future contract negotiations to establish a plan to compensate stewards for time spent in administering this MOU. The Union understands that this agreement to consider future discussions is not a commitment to agree to any particular plan.

Communication

The County and Union recognize the unique circumstances of the IHSS workforce and that the lack of a common workplace makes dissemination of information to the bargaining unit a challenge for both Union and Employer. Both parties will work together to explore methods to achieve effective communication with the bargaining unit about the MOU and the rights and responsibilities hereunder.

20. HEALTH BENEFITS

Section 1. Plan Description

The County and the Union acknowledge their mutual interest in offering quality, affordable health care coverage for eligible Individual Providers. The County shall provide PacifiCare health benefits, Safeguard Vision and Dental Insurance to eligible Individual Providers. Each year prior to the Open Enrollment period the County and Union shall meet and confer on the available plan types, options and cost.

Section 2. Monthly Funding Mechanism

Contributions towards health insurance shall be calculated by multiplying the total number of Individual Provider Paid Hours per month by the maximum allowable health benefit contribution rate per hour designated in Welfare and Institutions Code 12301 et seq. (currently \$0.60 per hour). Each month the Union, after transmission by the County of a list of insured Individual Providers, shall forward to the County a check and a report of Individual Providers indicating which Individual Providers have had premium deductions and which have not. The premium deductions shall be used solely for the purpose of purchasing insurance of eligible Individual Providers. The County shall forward the full amount of the insurance premiums to the appropriate health care provider each month of this Agreement. The Individual Providers \$20 monthly premium co-pay is an integral part of the monthly funding mechanism as it relates to the total Individual Provider health insurance eligibility cap. The Individual Providers health insurance monthly premium co-pay increases the number of eligible providers for health insurance under this Agreement.

Section 3. Enrollment

The number of Individual Providers who are eligible for health insurance shall be determined by multiplying the total number of Individual Provider Paid Hours per month by the maximum allowable health benefit contribution rate designated in Welfare and Institutions Code 12301 et seq. (currently \$0.60 per hour) divided by the net premium cost of the health benefit package. (Net premium cost is determined by subtracting the eligible providers monthly twenty (\$20) premium co-pay actually collected, from the per provider per month premium cost of the health benefit package.) Eligible Individual Providers are taken on a first come first serve basis.

In the event the total enrollment cap is not reached, and there is no waiting list, the Union and the Public Authority shall meet to determine whether the required number of authorized hours

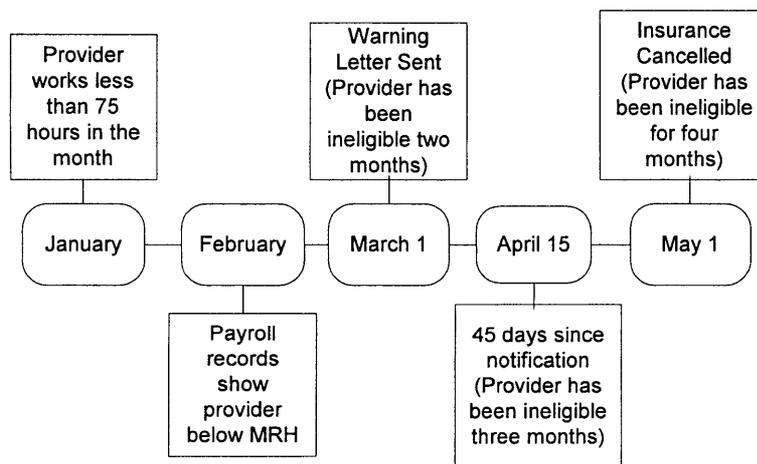
for benefits eligibility be set at a lower Required Minimum Hours (RMH).

Section 4. Eligibility Requirements

In order to be eligible for health benefits the Individual Provider must work the Required Minimum Hours (RMH). The RMH, as reported in the Case Management Information and Payrolling System (CMIPS) is seventy-five (75) or more hours per month. The initial eligibility requirement is that the Independent Providers must work seventy-five (75) hours or more for three consecutive months. To maintain eligibility for health insurance Independent Providers must continue to work seventy-five (75) hours or more per month. A month is defined as a calendar month.

Section 5. Removal from Benefits

An Individual Provider receiving health insurance, whose hours drop below the Required Minimum Hours (RMH) seventy-five (75) hours per month in the Case Management Information and Payrolling System (CMIPS), will receive a Warning Letter Notification. The Warning Letter states the Individual Provider has forty-five (45) days to increase the hours worked to the RMH level. If the Individual Provider increases the hours to the RMH level then no further action is taken that month. If the Individual Provider does not increase their hours, then termination of health benefits will proceed according to the chart below. The Individual Provider may be terminated at the end of the month (see chart). Individual Providers who are terminated from health benefits will be offered COBRA coverage. Payment for COBRA coverage is the responsibility of the Individual Provider.



Section 6. Waiting List

In the event the total enrollment cap has been reached and additional eligible Independent Providers (as described in Section 4) have requested health benefits, a waiting list shall be established. All eligible Providers will be entered on a waiting list on the day they request benefits. Individual Providers who were eligible when they were placed on the Waiting List but are no longer working the RMH (as described in Section 4) will retain their place on the Waiting List for up to two (2) months. After two (2) months if the Individual Provider is still not working the RMH per month they will be removed from the Waiting List. The next

eligible Individual Provider will be offered health insurance. Individual Provider's who were removed from the Waiting List may reapply to be on the Waiting List once they meet the initial eligibility requirements; however, they will be placed at the end of the Waiting List.

Section 7. Open Enrollment Period

Open enrollment will occur once each year based upon the health insurance policy renewal date. The open enrollment period will last for thirty (30) days; however, it can be extended for an additional thirty (30) days if there has been a change of insurance carriers.

Section 8 Future Additional Funding

In the event that the State of California and/or the Federal government makes additional funding available for the payment of health benefit premiums, the Union and the Public Authority shall meet and confer on the impact of the funding change on the above referenced health benefits outlined in Section 1 of this Article.

21. SECURITY CHECKS

The Public Authority shall provide security checks at no cost to individual Providers who the Public Authority accepts as Registry applicants.

22. WAGE AND BENEFIT CONTINGENCY

If, during the term of this Agreement either State or Federal participation levels are reduced, State realignment funding is reduced, the State caps their funding participation in a Provider wage lower than wages paid under this agreement, or, either the State or Federal sharing formula is modified in any manner that would result in an increased cost to the County to maintain the wage and/or benefit level described in this Agreement, the affected benefit and/or wages, will be reduced by an amount necessary to keep the total cost to the County the same as such supported by the new Federal and/or State share or funding participation cap.

The Public Authority shall provide to the Union a written description of any adjustments to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments. Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding or funding participation wage cap. In no case will the County be required to increase its contribution towards the affected benefit and/or wages, as applicable.

SITTING AS THE IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF STANISLAUS COUNTY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: In-Home Supportive Services Public Authority

BOARD AGENDA# 9:25 A.M. V-A

Urgent _____ Routine X

AGENDA DATE July 24, 2007

CEO Concurs with Recommendation YES _____ NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT:

Acceptance of the In-Home Supportive Services Advisory Committee Fiscal Year 2006-2007 Report to the Community

STAFF RECOMMENDATIONS:

1. Accept the In-Home Supportive Services Advisory Committee Fiscal Year 2006-2007 Report to the Community.

FISCAL IMPACT:

There is no Fiscal Impact associated with the acceptance of the In-Home Supportive Services Advisory Committee Fiscal Year 2006-2007 Report to the Community.

BOARD ACTION AS FOLLOWS:

No. 2007-596

On motion of Supervisor DeMartini, Seconded by Supervisor Monteith
and approved by the following vote,
Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The In Home Supportive Services Advisory Committee (IHSSAC), composed of Consumers and Providers, was charged with the responsibility of providing a recommendation to the Board of Supervisors regarding the mode or modes of In-Home Supportive Services (IHSS) service delivery. Additionally, the IHSSAC also provides on-going advice to the Board of Supervisors regarding IHSS issues. Since its inception in December 2000, the Stanislaus County IHSSAC has worked diligently for the betterment of the IHSS program in Stanislaus County.

In an effort to keep the community informed of its actions and accomplishments the IHSSAC produces a report summarizing the year's achievements. The 2007 Report to the Community is the third such report the Committee has produced. One of the key components of the report is the summarization of a survey of IHSS Providers and Recipients. The IHSSAC commissioned Strategic Marketing + Communications to conduct surveys of IHSS Consumers and Providers. The first survey was conducted in 2004, the second in 2005, and the third in December 2006. These surveys have provided a wealth of information about the needs and wants of IHSS Consumers and Providers. This information is useful in helping the Committee develop action items for the coming year.

In addition to the survey, the report contains a message from the Chair, an explanation of the IHSS program and the interconnectivity of IHSS, Link2Care, the State, the Union and the IHSSAC, members profile, statistics from IHSS and Link2Care, information about becoming an IHSSAC member, and a recognition of former IHSSAC members.

Once this report is presented to the Board of Supervisors it will be mailed to all of the IHSS Consumers and Providers in Stanislaus County. It should be noted in the latest survey of IHSS Consumers and Providers; they indicated that direct mailings were a "best method" for getting information to them.

POLICY ISSUES:

Acceptance of the Fiscal Year 2006-2007 Report to the Community meets the Board's priority of a healthy community.

STAFFING ISSUES:

There are no staffing issues associated with this report.

2007 Report to the Community



Brought to you by:
The In-Home Supportive Services Advisory
Committee of Stanislaus County



There's No Place Like Home...

IHSSAC Logo artwork by local artist Daniel R. Pagan

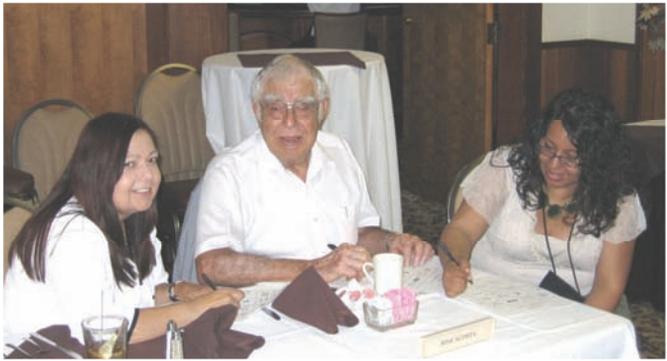
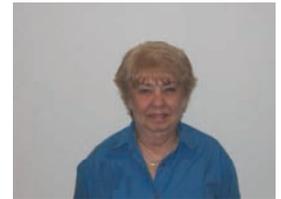




Photo montage includes Committee Members, their attendants, and IHSS staff at various meetings and events

Message from the In-Home Supportive Services Advisory Committee Chair

When I joined the In-Home Supportive Services Advisory Committee, I did so because I was a Provider for my husband. I thought that being on the Committee would give me the opportunity to improve the program for all those it serves. I also want the public in general to know that the IHSS Program exists. I was elected as Vice-Chair in 2005 and now have the honor of serving as Chairperson. We, as a Committee, will do our best to keep the IHSS program growing, changing to the needs of the public, and help support the Recipients and Providers. By our activism and advice, we hope to accomplish this. Now, with the Public Authority and the Registry up and running we should be able to meet our goals.



Linda White,
IHSS Advisory Committee Chair



In-Home Support:

A critical need

IHSS stands for In-Home Supportive Services. IHSS was designed to allow the thousands of Recipients on the program to receive one on one care in their own homes.

The IHSS Program is the largest, publicly funded, non-medical service offered to help functionally impaired persons stay at home. Though it is funded by a mix of Federal, State and County dollars, it is considered a State sponsored program.

Recipients of this program are unable to live safely in their own homes without assistance from others. The IHSS Program pays to have a Provider come to the Recipient's home and help with personal care and domestic services. Without this help, many would be forced to find out-of-home care such as nursing homes or board and care facilities to meet their needs.

The program benefits everyone; the cost of long term care for the Recipients is significantly reduced, resulting in a savings for taxpayers. In addition, Recipients are able to live where they choose, rather than being required to leave their homes.

This report is designed to help you learn more about the program, and the Committee created to help set the direction, structure and choices for IHSS Recipients.

“I would not be able to stay home if it weren't for my caregiver. She is very good and kind to me.”

- Recipient comment
from 2006 survey



Working Together: The Branches of IHSS

Navigating the many programs offered by Stanislaus County can be overwhelming, and understanding how they all work together can be confusing.

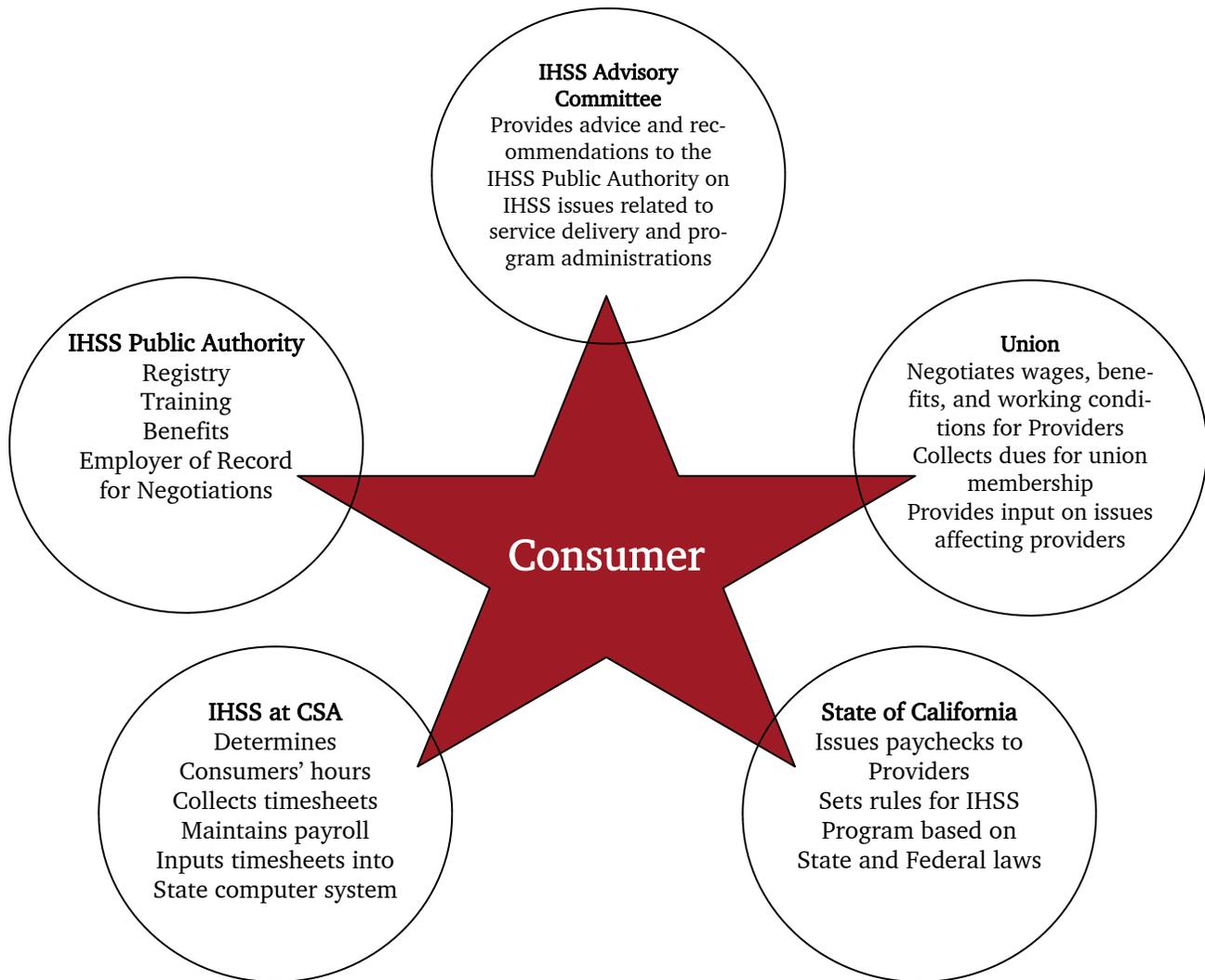
In-Home Supportive Services is a program available in every County of the **State of California**. The State has established the regulations for the IHSS program. This includes eligibility requirements, tasks covered by the program, and payments for the Providers. In addition, the State has established guidelines for the various tasks.

The In-Home Supportive Services Program falls under the larger umbrella of the **Community Services Agency (CSA)**. Community Services Agency has three divisions, Stan Works, Children's Services, and Adult Services. Each division has several programs that they administer. The Adult Service Division of CSA oversees Adult Protective Services, the Multipurpose Senior Services Program, Medi-Cal, General Assistance, SSI Advocacy, Information and Referral, and the In-Home Supportive Services Program.

The Advisory Committee, formed December of 2000, is comprised of Recipients and Providers directly involved with the IHSS program. They advise the Board of Supervisors regarding the direction of the program and the levels of service they would like to see provided.

The IHSS Public Authority works closely with the IHSS Program staff and the IHSS Advisory Committee to provide training and support for Providers, resulting in better care for Recipients.

The **United Domestic Worker's Union (UDW)**, is the union that represents IHSS Providers in Stanislaus County. The union negotiates wages, benefits and working conditions, collects dues from members, and provides input on issues affecting IHSS Providers.



The Community Services Agency and the Public Authority report directly to the Board of Supervisors, and all three of these entities request input from the IHSS Advisory Committee on issues affecting the IHSS program.

By partnering together, these five components focus on continual improvement in working conditions for Providers and increase access to care for the elderly and dependent adults of our community.

To learn more about Link2Care, the Public Authority for Stanislaus County, see page 16.

Meet the Members



Linda has been a caregiver for her husband, who has multiple sclerosis, for over 17 years. It is important to her that the IHSS Program effectively serve the community. Her goal is to see that it happens. Linda is the 2007 Chairperson for the Advisory Committee.

Linda White,
Provider



A single mom caring for her mentally disabled adult daughter, Mary is active in the community as an advocate for the disabled. Mary is the 2007 Vice-Chair for the Advisory Committee.

Mary Burch,
Provider



A musician most of his life, Jose enjoys playing the piano, adapting to a one-handed style after suffering a stroke.

Jose Acosta,
Recipient



The Executive Director of DRAIL*, Dwight has extensive experience in a variety of issues affecting the disabled community. It is his goal to educate and empower disabled individuals, encouraging everyone to advocate for their rights and the rights of others.

Dwight Bateman,
Advocate



The newest member of the Advisory Committee, Joan has worked with special education, cerebral palsy and elderly recipients for over 30 years.

Joan Blackwell,
Provider

A long time patient of Muscular Dystrophy, Kenny has used an electric wheelchair for the last 17 years. He is a full time student at California State University Stanislaus and past chair of the IHSS Advisory Committee.

Kenny Brown,
Recipient



Rose has lived in the local area all of her life. She worked as an administrative assistant for many companies in the community. Rose is currently volunteering time at DRAIL*, advocating for those with disabilities.

Rose Martin,
Recipient



A former Provider and current Recipient, Connie brings a unique perspective to the problems of In-Home care. Connie is a published poet and enjoys music and singing.

Connie Muller,
Recipient



A Beyer High and MJC graduate, George is now a Systems Change Advocate for DRAIL*, working closely with the State Legislature to advocate for the disabled.

George Sharp,
Advocate



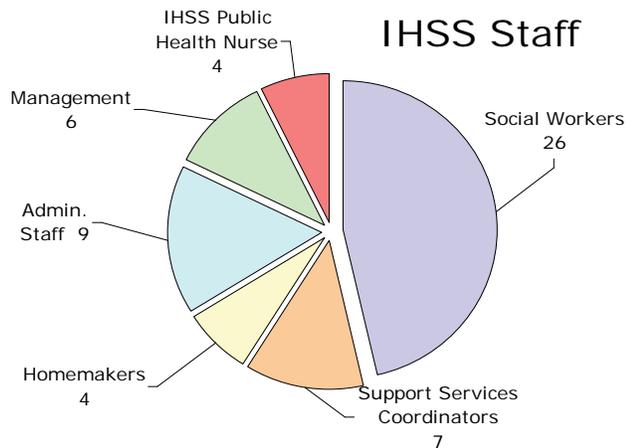
IHSS Committee Members are approved & appointed by the Board of Supervisors. If you are interested in becoming a member, call 558-3428 for more information.



This could
be you!

County Staff: Your supportive partners

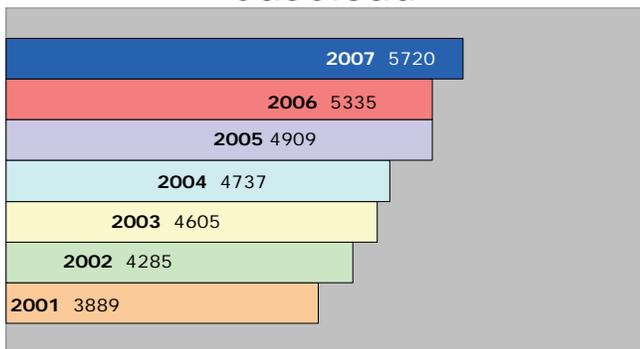
IHSS Management includes an IHSS Manager, who oversees all the IHSS operations in Stanislaus County. In addition to overseeing day to day management, the manager keeps Stanislaus County in compliance with State mandates, involvement with State policy and legislative matters affecting IHSS Recipients, Providers and staff.



Supervisors: There are also 4 IHSS Social Worker Supervisors and 1 Public Health Supervisor. These supervisors are responsible for helping the IHSS Social Workers with questions relating to difficult cases, distribution of caseloads, training new Social Workers, reviewing 100% of IHSS cases and coordinating case coverage when staff are on vacation.

IHSS Social Workers are the main contact for the IHSS Recipients. They visit the Recipients in their homes and determine the number of authorized hours for each task the Recipient needs. Each Social Worker handles an average of 223 cases!

Yearly Average IHSS Caseload



IHSS Supportive Services Coordinators are the main contact for the IHSS Providers. They help answer questions about timecards, hire packets, paychecks and other Provider issues. There are only seven SSC's providing support to the twenty-six Social Workers!

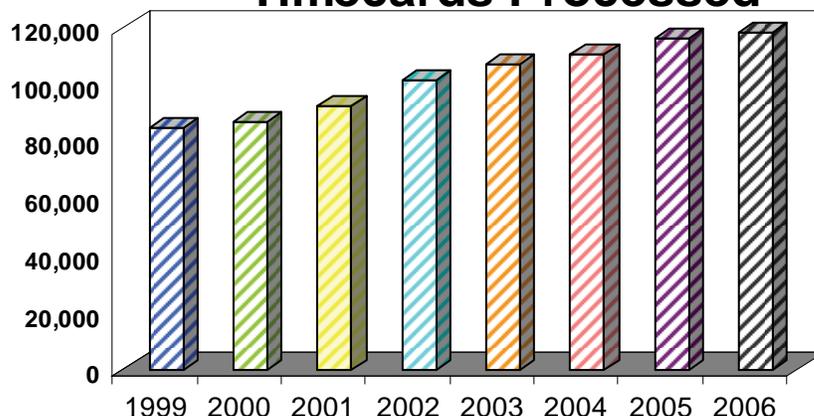
IHSS Homemakers Program has Nursing Assistants that are used for Recipients who are in need of urgent services. They provide the authorized IHSS tasks for the Recipients until a permanent Provider can be found.

IHSS Public Health Nurses are Social Workers with a nursing degree. Their caseload includes Recipients who have higher medical needs than the average individual on IHSS.

Administrative Staff support the IHSS program in the areas of phone coverage, general clerical support, data entry for new cases and closing cases and processing timecards.

These staff help set up over 300 new cases and process over *ten thousand* timecards each month!

Timecards Processed



	Jan-99	Jan-00	Jan-01	Jan-02	Jan-03	Jan-04	Jan-05	Jan-06
Timesheets	84,502	86,725	92,140	101,409	107,018	110,146	115,738	117,904

“Thank you for being there! You have made life for my daughter and I so much better. We are able to enjoy life without so much worry. Thank you!”

- Provider comment from 2006 Survey

Link2Care, the Public Authority

In October 2002, the Advisory Committee recommended to the Stanislaus County Board of Supervisors that a Public Authority be established. The legislation established for Public Authorities defines the mandates for this new and innovative approach to supporting IHSS. The mandates for the Public Authority are to:

- ◆ Act as the Employer of Record for purposes of collective bargaining
- ◆ Establish a caregiver registry to assist IHSS consumers in hiring caregivers
- ◆ Investigate the qualifications and background of potential caregivers
- ◆ Provide access to training for consumers and caregivers
- ◆ Perform any other functions related to the delivery of IHSS
- ◆ Ensure that caregivers meet the requirement of Title XIX of the Social Security Act

The first mandate is to “Act as the Employer of Record”. The IHSS program is unique because the Recipient is the employer, even though the salary is paid through the State. When an IHSS Provider fills out a rental application, loan request, or other legal document, they are often asked “Who is your employer?” If able, a Recipient can be listed as a reference. However, many times the Recipient is unable to handle typical employer tasks. Health insurance programs, employment verification and other employer responsibilities are usually beyond the scope of the Recipient, so the Public Authority, with IHSS, provides the necessary support. Formed in December 2004, Link2Care, the Public Authority of Stanislaus County, serves as the Employer of Record for Providers, partnering with them to resolve issues their Recipients are unable to handle. As the Employer of



Our Mission

To link In-Home Supportive Services Consumers and Providers together, enhancing both their quality of life in a manner that benefits the local community.

Our Vision

To offer choices for Consumers, employment for Providers and savings for the community.

Record, Link2Care also negotiates wages and benefits with the local providers union. Health insurance is available to some Providers working through IHSS. Link2Care is responsible for determining eligibility, processing all enrollments and terminations, and maintaining a waiting list for benefits.

In addition, Link2Care manages the IHSS Registry, and provides background checks and training for Providers on the registry. You can learn more about these services on the next few pages.

Link2Care partners with IHSS to provide employer related assistance to Providers, resulting in better care for Recipients.



Cake from Link2Care open house in October 2005.

Link2Care, the Public Authority

Benefits for IHSS Providers

Link2Care administers health benefits for all eligible IHSS Providers. Providers are eligible for medical, dental and vision benefits if they have been working 75 hours or more per month for three consecutive months.

Effective September 2006, through an agreement with the United Domestic Workers (UDW), Link2Care was able to expand the health insurance coverage offered to Providers. In addition to the medical and dental coverage already provided to In-Home Supportive Services Providers, vision coverage was added at no extra cost to our Providers.

A waiting list was established in February 2006 for all eligible providers. At over \$400 per person per month, the funds Link2Care receives for insurance does not purchase enough for all eligible providers. The waiting list ensures that Providers are contacted as soon as insurance becomes available. All eligible Providers can be placed on the waiting list for insurance by calling Link2Care at 558-4787.

Registry & Training for Providers

January 2006 saw the creation of the Link2Care Registry. This service provides Recipients with prescreened Providers to help them in their



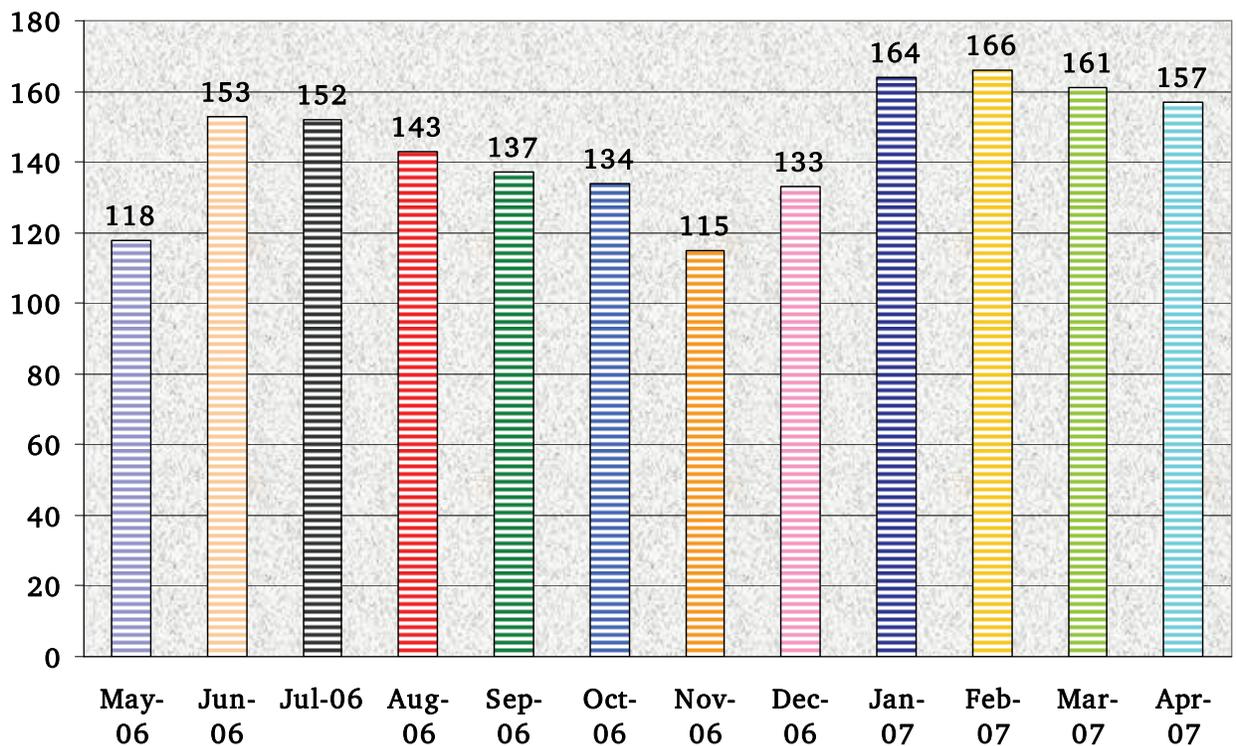
Participants attending a Registry Training Class at Link2Care

homes. Providers on the Registry are required to complete a background check and fingerprinting, and are also required to complete a training class before Link2Care will refer them to a Recipient. Link2Care enlisted over 280 new Providers to the Registry in 2006.

When a Recipient requests a Provider, Link2Care matches their needs with a Provider willing to perform the tasks required by the Recipient. A list of matching Providers is sent to the Recipient for them to interview. Over 1000 letters have been mailed to Recipients in 2006. When a Provider is needed immediately, Link2Care works to find a matching Provider within 24 hours. Over 338 urgent requests were filled in 2006.

Recipients can request a list of providers be sent to them by contacting their IHSS Social Worker.

Registry Requests



Visit our website at
www.stanlink2care.org

Facts & Figures about IHSS

5,720: The number of individuals receiving IHSS services as of March 2007.

3,825: The number of individuals providing care for IHSS Recipients in March 2007.

4.5 MILLION: Total number of hours served to IHSS Recipients in 2006.

74.4: The average number of authorized hours per month, per Recipient in March 2007.

\$8.25: The current wage received by IHSS Providers. This has increased 19% since October 2004.

*Numbers have been rounded

“My son receives caregivers through this program. He needs 24 hour care. I can’t imagine life without this program. It is our survival, to have more of a better life. Thank you, thank you!”

**- Provider comment
from 2006 survey**

\$2,478,000 Premium paid by Stanislaus County for IHSS Provider Health Insurance in 2006.

\$123,000 Premium paid by IHSS Providers (premiums are only deducted from those receiving benefits).

\$23,178 Total funds spent on provider training in 2006.

566 Number of IHSS Providers receiving insurance in December 2006.

202 New insurance enrollees in 2006.



“This program helps me so much I would be lost without it.”

- Comment from
Recipient Survey 2006

\$46,892,043 Total funds budgeted in '06/ '07 for the IHSS program in Stanislaus County.

\$8,288,757 Stanislaus County's share of the total budget for the In-Home Supportive Services Program.

\$5,158,938 Total funds budgeted for Administrative costs.

\$789,318 Stanislaus County's share of the Administrative cost budget. (Remainder paid with state and federal funds)

\$41,733,105 Total funds budgeted for Direct Program costs.

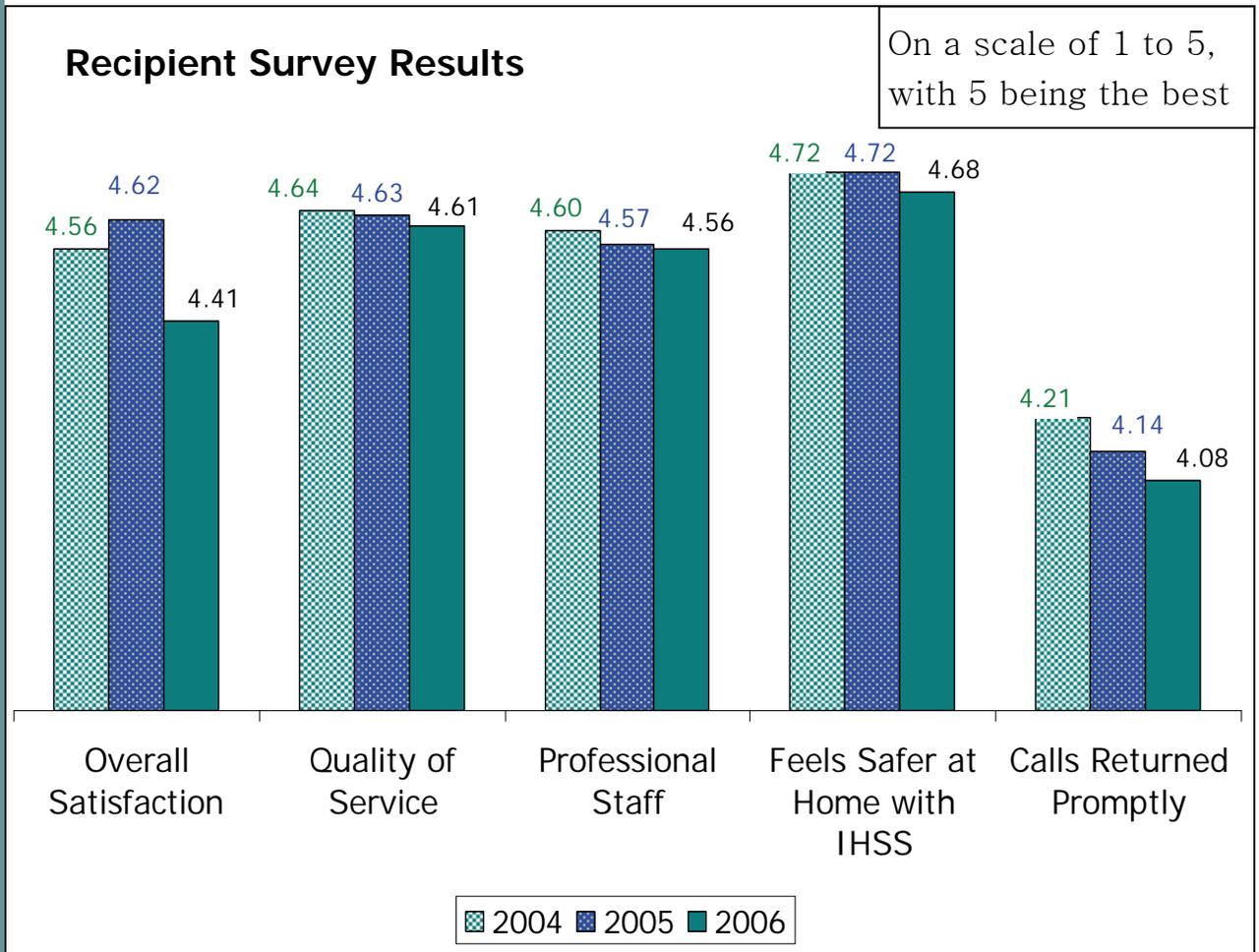
\$7,499,439 Stanislaus County's share of Direct Program cost budget. (Remainder paid with state and federal funds)

*Figures from CSA MidYear budget Approved by the Board of Supervisors March 2007

Survey Results

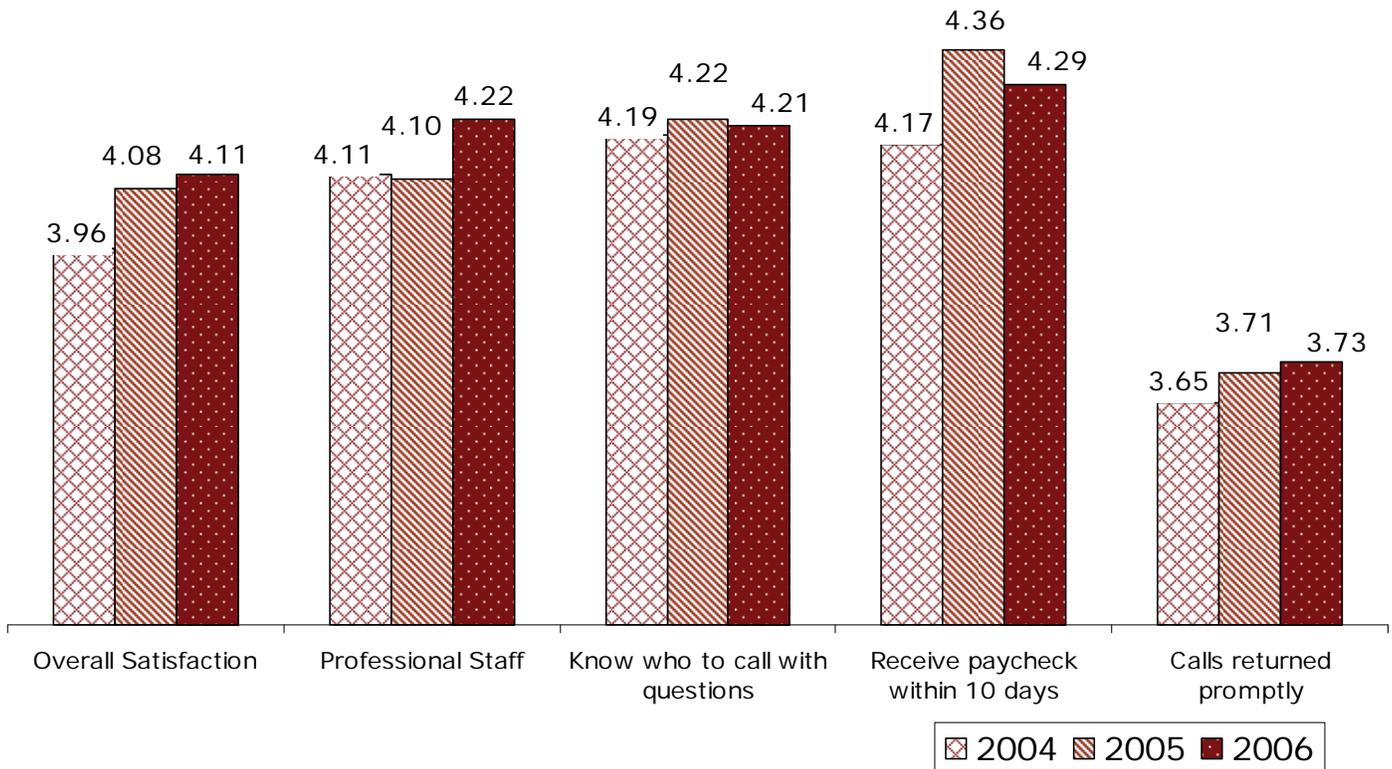
For the third year, an independent survey of Stanislaus County IHSS Recipients and Providers was commissioned by the IHSS Advisory Committee (IHSSAC). The survey was conducted in December 2006, by the professional research firm “Strategic Marketing + Communications” in Turlock, California. The survey was mailed to 2000 Recipients and 2000 Providers to obtain statistically valid samples. Each survey contained 27 Likert scale (rating 1-5, with 5 the best) questions, 10 multiple choice questions and one open ended question.

The Recipient survey asked basic demographic information about how long the Recipient had been receiving IHSS services, what was the Recipient’s primary language, their gender, age and what area of the county the Recipient resided.



Provider Survey Results

On a scale of 1 to 5, with 5 being the best



The Provider survey asked basic demographic information about how long the Provider had been providing IHSS service, how did the Provider find their current Provider, what was the Provider's primary language, their gender, age and what area of the County the Recipient resided.

The Typical IHSS Provider

Is female, over 45 years old, speaks English as her primary language, has been an IHSS Provider for over two years, and is caring for a family member.

The Typical IHSS Recipient

Is female, over 65 years old, speaks English as her primary language, lives in Modesto, has been on the IHSS program for two or more years and is cared for by a family member.

Recognition of Service:

A heartfelt thank you to past members

Madelyn Amaral

Committee
Member
2001-2006

An advocate for the elderly and disabled for over 35 years, Madelyn manages the care for her disabled son and has served on many committees relating to disability issues. Madelyn served on the IHSS Advisory Committee from 2001 to 2006. Her dedication to the Recipients and Providers was evident as she worked to bring change to the IHSS Program through her work on the Committee. We thank you for all your work Madelyn, and wish you the best in your future endeavors.

5 Years of Service



Ora Scruggs

Committee
Member
2002-2007

In Memoriam

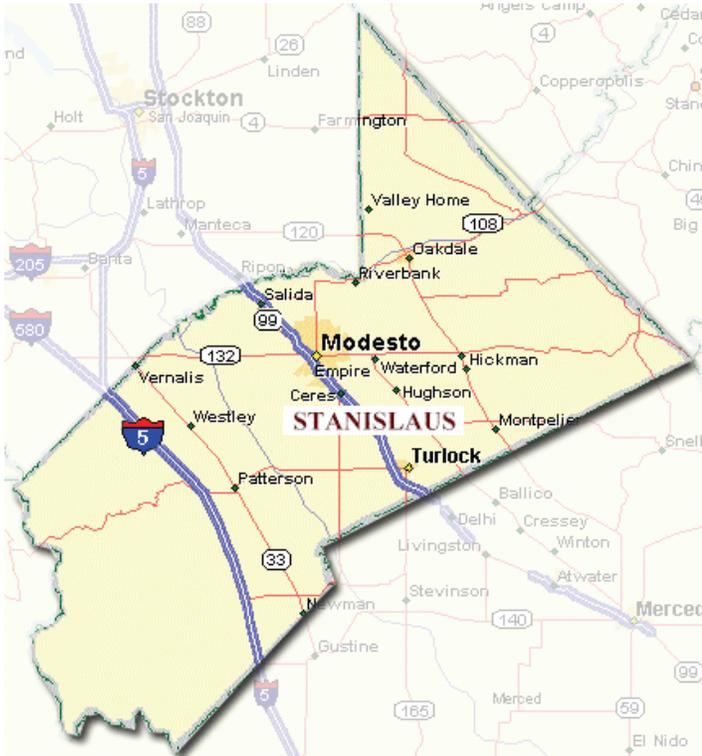
September 07, 1938- March 06, 2007

Born in Oklahoma, Ora was Modesto resident for over 30 years. Ora traveled the world extensively with her husband, who was a serviceman with the Air Force. While raising 3 children, she obtained a Bachelor of

Arts degree. She was an active member of the Tyler Family Association, a California State Delegate, and a member of various organizations and committees. She founded the Minority Women's Network and established the Minority Center in Modesto. We are proud to have served with her on the IHSS Advisory Committee. Her presence will be missed, but her legacy of helping others and serving her community lives on.

Ora House-Scruggs





Stanislaus County In-Home Supportive Services Serves:

- | | |
|---------------|---------------|
| Ceres | Modesto |
| Crows Landing | Mountain View |
| Denair | Newman |
| Diablo Grande | Oakdale |
| Empire | Patterson |
| Grayson | Riverbank |
| Hickman | Salida |
| Hughson | Turlock |
| Keyes | Valley Home |
| Knights Ferry | Waterford |
| La Grange | Westley |

2007 Committee Members

- Linda White, Chair
Appointed: January 2003
- Mary Burch, Vice-Chair
Appointed: March 2005
- Jose Acosta, Recipient
Appointed: October 2001
- Kenny Brown, Recipient
Appointed: October 2001
- Dwight Bateman, Advocate
Appointed: October 2001

- Connie Muller, Recipient
Appointed: October 2001
- Rose Martin, Recipient
Appointed: May 2002
- George Sharp, Recipient
Appointed: January 2003
- Joan Blackwell, Provider
Appointed: April 2006

Learn more about the
2007 Committee
Members on Page 6

Thank you for taking the time to learn about the In-Home Supportive Services Advisory Committee. If you are interested in being a member, please contact us to apply.

Members are approved by the Board of Supervisors and attend meetings once per month.

IHSSAC members can receive a \$30 stipend per meeting to help offset transportation costs.

**Call 558-4787
for more
information**

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Advisory Committee
P.O. Box 42
Modesto, Ca 95353
(209) 558-4787



Stanislaus County Board of Supervisors

- District 1 - William O'Brien
- District 2 - Thomas Mayfield
- District 3 - Jeff Grover
- District 4 - Dick Monteith
- District 5 - Jim DeMartini



Contact Information

In-Home Supportive Services:

IHSS Intake	(209) 558-2637
IHSS Payroll/General Info	(209) 558-3976
Community Services Agency	(209) 558-2777
TTY	(209) 558-2001
Adult Protective Services	(209) 558-2637

Other County Agencies:

Board of Supervisors	(209) 525-4494
Area Agency on Aging	(209) 558-8698
IHSS Advisory Committee	(209) 558-4787
Link2Care	(209) 558-4787

Other Agencies:

DRAIL (Disability Resource Agency for Independent Living)	(209) 521-7260
United Domestic Workers	(209) 526-5274

Visit us on the web at www.stancounty.com/IHSS