

3/24/20

Attachment A

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SAN JOAQUIN COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**

**AND**

**SEIU LOCAL 2015**

**April 1, 2016 – March 31, 2023**

Attachment: A-20-64 [Revision 2] (BL-20-35 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

## TABLE OF CONTENTS

<b>PREAMBLE</b>		4
<b>SECTION 1</b>	<b>Duration</b>	
	1.1 Duration	5
<b>SECTION 2</b>	<b>Recognition</b>	
	2.1 Recognition	5
<b>SECTION 3</b>	<b>Consumer, Management, IHSS Provider and Union Rights</b>	
	3.1 Consumer Rights	5
	3.2 Management Rights	6
	3.3 IHSS Provider Rights	6
	3.4 Union Rights	7
	3.5 Discrimination in Employment Prohibited	9
	3.6 Mutual Respect	9
<b>SECTION 4</b>	<b>Grievance Procedure</b>	
	4.1 Definition	9
	4.2 IHSS Provider Participation	9
	4.3 Affect of Grievance on Pending Action	9
	4.4 Filing Deadline	10
	4.5 Procedural Steps	10
	4.6 Time Limits	10
<b>SECTION 5</b>	<b>Wages</b>	
	5.1 Wages	11
	5.2 Wage and Benefit Contingency	11
<b>SECTION 6</b>	<b>Benefits</b>	
	6.1 Health, Vision and Dental Care Program	11
	6.2 Data Security	12
	6.3 Benefit Payments	122
	6.4 Benefit Contingency	15
<b>SECTION 7</b>	<b>Registry</b>	
	7.1 Registry Services	12

	7.2	Removal From The Registry	12
	7.3	Application	13
<b>SECTION 8</b>		<b>Labor-Management Committee</b>	
	8.1	Labor-Management Committee	13
	8.2	Topics	13
<b>SECTION 9</b>		<b>Training and Education</b>	
	9.1	Training and Education	14
	9.2	Training Incentives	14
<b>SECTION 10</b>		<b>Safety Equipment</b>	
	10.1	Safety Equipment	15
<b>SECTION 11</b>		<b>No Strikes / No Lockouts</b>	
	11.1	No Strikes/No Lockouts	15
<b>SECTION 12</b>		<b>Full Understanding</b>	
	12.1	Full Understanding	26

### **PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as "Memorandum" or "MOU", is made by and between the San Joaquin County In-Home Supportive Services Public Authority hereinafter referred to as the "IHSS Public Authority" or "Public Authority" and the SEIU Local 2015 hereinafter referred to as "SEIU" or "Union", representing those Independent IHSS Providers hereinafter referred to as "IHSS Providers" or "Providers" who are members of the In-Home Supportive Services Bargaining Unit. This Memorandum constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the IHSS Public Authority Labor Relations Policy.

This Memorandum formalizes the unique employer-employee relationship defined in law between the IHSS Public Authority and the Union. It is recognized by the parties that the IHSS Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer. The Union and the IHSS Public Authority commit themselves in this MOU to some goals that not only benefit this workforce but are also intended to benefit consumers of IHSS services.

The IHSS Public Authority 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 Memorandum will require the assistance and cooperation of agencies that are not party to this Memorandum. The IHSS Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this Memorandum.

**SECTION 1**  
**DURATION**

**1.1 Duration**

The term of this Memorandum of Understanding shall commence upon ratification by the Union and date of adoption by the Public Authority Board and shall continue through the last day of the thirty-sixth (36) consecutive month from that date (through March 31, 2023)

**SECTION 2**  
**RECOGNITION**

**2.1 Recognition**

The IHSS Public Authority recognizes the Union as the exclusive representative of IHSS Providers in the County of San Joaquin. This Agreement does not apply to others affiliated with or employed by the IHSS Public Authority, including without limitation, administrative and operational staff.

**SECTION 3**  
**CONSUMER, MANAGEMENT, IHSS PROVIDER AND UNION RIGHTS**

**3.1 Consumer Rights**

The parties reaffirm that under the statute and ordinance establishing the IHSS Public Authority IHSS Consumers have the sole and undisputed right to:

- (a) Hire Providers of their choice;
- (b) Fire Providers from their service, at will;
- (c) Determine in advance and under all circumstances who may and may not enter their home; and,
- (d) Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.

The Union shall neither seek nor receive information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed pursuant to this section, the consumer and the IHSS Public Authority shall be notified of such release or disclosure immediately.

The Union shall have no contact with either the consumer or the Provider at the consumer's home without the express permission of the consumer. It is recognized that the Union may, from time to time, inadvertently contact a Provider at the consumer's home because Providers sometimes use consumer's home addresses and/or phone numbers for contact purposes without informing the Union of this fact. However, once the Union becomes aware that a contact address or phone number belongs to a consumer, the Union shall immediately comply with the provisions of this Section. This section does not apply to contact with the Provider when the Provider and the consumer share the same residence.

### 3.2 Management Rights

It shall be the exclusive right of the IHSS Public Authority, except as may be provided otherwise by this Memorandum, to make all decisions of a managerial or administrative character, including but not limited to:

- (a) To determine the policies, standards, procedures, methods, means and personnel by which IHSS Public Authority operations are to be conducted.
- (b) To take whatever actions may be necessary to carry out the mission of the IHSS Public Authority in situations of emergency.
- (c) Nothing in this Memorandum shall be construed to interfere with the IHSS Public Authority's right to manage its operations in the most economical and efficient manner consistent with the best interests of all the consumers of In-Home Supportive Services in San Joaquin County.

### 3.3 IHSS Provider Rights

Each IHSS Provider shall have the following rights, which they may exercise in accordance with this Memorandum, laws, ordinances and policy:

- (a) The right to form, join and participate in the activities of any IHSS Provider organization of their own choosing for the purpose of representation on all matters within the scope of representation.
- (b) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the IHSS Public Authority, other IHSS Providers or IHSS Provider organizations, with respect to their membership or non-membership in any employee organization or with respect to any lawful activity.
- (c) The right to refuse to join or participate in the activities of any IHSS Provider organization.
- (d) The right to represent themselves individually in their employee relations with the IHSS Public Authority.

### 3.4 Union Rights

The Union shall have the following rights:

- (a) Representation: Upon request, to meet and confer in good faith with appropriate levels of IHSS Public Authority management, or their designated representatives, regarding matters within the scope of representation.
- (b) Advance Notice: Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the IHSS Public Authority and shall be given the opportunity to meet and confer in good faith with IHSS Public Authority management, or designated representative, prior to its adoption. Written notice will customarily be provided by furnishing the Union with advance copies of the agenda of the Governing Board meetings.

In cases of emergency when IHSS Public Authority management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with the Union, IHSS Public Authority management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, resolution, rule or regulation, proposal, or other action.

- (c) Lists and Information: The IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current Providers, including name, address, telephone number, social security number, languages, authorized hours and hours worked, if available. The list shall be provided in an agreed upon computerized format.

The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, costs, suits, liabilities for damages and/or injury arising from the IHSS Public Authority's disclosure to the Union of information pursuant to this Section of the Memorandum.

- (d) Bulletin Board Space: The Public Authority will provide a bulletin board in each of its offices for use by the Union, provided the communications displayed have to do with official Union business. Postings of a political nature shall not be considered to be official Union business and therefore are prohibited. For the purposes of this Section, the term "political nature" shall include postings that tend to support, oppose or criticize a candidate for public office or an elected public official or, postings that are intended to influence the outcome of a publicly held election.

The IHSS Public Authority reserves the right to remove any material posted in violation of this Section. If the Public Authority does remove posted material from the Union bulletin board, it will notify the Union in writing.

- (e) Official Representatives, Stewards: The Union shall provide a current Official Representatives List to the IHSS Public Authority Manager. The list shall include the name, title, telephone number, mailing address and e-mail address of the Union's official representatives, including stewards. The Union shall notify the IHSS Public Authority Manager of any changes to the List. The official representatives and stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided to the Public Authority Manager.
- (f) New Provider Orientations: The IHSS Public Authority shall provide an annual calendar to the Union of scheduled new provider group orientations. The IHSS Public Authority shall provide an opportunity for Union representatives to make presentations of up to thirty (30) minutes at such gatherings and may be allowed to use available audio-visual equipment. The Public Authority will provide the Union with a copy of the attendance list.

In the event that the Union is unable to attend a provider orientation, the Public Authority agrees to distribute a sealed packet of Union information to each provider attending the group orientation. The Union will provide information packets for this purpose.

Nothing in this Section is intended to abrogate the IHSS Public Authority's right to provide orientations on a drop-in basis. The IHSS Public Authority agrees to distribute a sealed packet of Union information to each provider attending a drop- in orientation. The Union will provide information packets for this purpose. The Union likewise agrees to make materials provided by the IHSS Public Authority available at Union events.

- (g) The Union agrees that it has a duty to provide fair and non- discriminatory representation to all providers in the unit regardless of whether they are members of the Union.

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular bi-weekly pay warrants of Providers authorizing such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, specifying the purposes(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been check off authorized. When a Provider is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over



Union dues or other authorized Union deductions.

**Hold Harmless Provision:** The Union shall defend, indemnify, and hold harmless the County of San Joaquin and the San Joaquin County In -Home Supportive Service Public Authority, its Board, directors, officers and employees from any and all claims, demands, suits or any other action arising from this Section, including from the Public Authority's compliance with any Union requests made pursuant to its efforts to collect dues and/or fees, and this duty shall survive the expiration of the MOU.

SEIU Local 2015 will maintain individual Provider authorizations for dues deduction and will certify to the State that it maintains such authorizations. SEIU Local 2015 will also notify the State when there is a change to a Provider's status regarding an authorization for dues deductions.

### **3.5 Discrimination in Employment Prohibited**

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this Memorandum because of race, color, creed, political affiliation or belief, sex, sexual orientation, disability, medical condition, age, religion, ancestry, marital status, national origin, or participation or non-participation in Union activities against any IHSS Provider by the IHSS Public Authority or by the Union.

### **3.6 Mutual Respect**

All providers, clients and administrators involved in the IHSS program, regardless of position, profession or rank, should be treated with courtesy, dignity and respect.

## **SECTION 4** **GRIEVANCE PROCEDURE**

### **4.1 Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum excluding, however, the introduction, the outcome of Labor-Management Committee discussions and those provisions of this MOU which specifically provide that the decision of any IHSS Public Authority official or Consumer shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

### **4.2 IHSS Provider Participation**

IHSS Provider participation in the grievance procedure in any capacity shall be solely on the provider's own time, and shall not be treated as being within any Consumer's allocated service hours, or as paid time.

### **4.3 Affect of Grievance on Pending Action**

Unless the IHSS Public Authority and the Union have mutually agreed in writing to the contrary, the filing and processing of a grievance shall not serve to stay any IHSS Public Authority action.

#### 4.4 Filing Deadline

Grievances must be filed within fourteen (14) days of the incident or occurrence giving rise to the grievance.

#### 4.5 Procedural Steps

Grievances shall be processed in the following manner:

- (a) Step 1 (Informal): Any IHSS Provider who believes that a provision of this MOU has been violated shall discuss the grievance with the IHSS Public Authority Program Manager or such representative as the Program Manager may designate. A decision by the IHSS Public Authority shall be issued within ten (10) days following the discussion.
- (b) Step 2 (Formal): If a grievance is not satisfactorily resolved at Step 1 above, the grievant or the Union may submit the grievance in writing to the Public Authority Director within ten (10) days of notice of the Step 1 decision. The grievance shall state which provision of the MOU has been violated, and the remedy sought, if any.

The Public Authority Director shall have ten (10) days in which to respond to the grievance in writing. If the Union requests a meeting with the Public Authority Director, such a meeting will be held. If a meeting is held, the written response shall be ten (10) days following the meeting.

- (c) Step 3 (Deputy Director): If the grievance is not resolved at Step 2 above, either the Union or the IHSS Public Authority may, within ten (10) days of notice of the Step 2 decision file written notification with the other party that the grievance is being advanced to Step 3, the Deputy Director of Adult and Aging Services.

The Deputy Director of Adult and Aging Services shall have twenty (20) days in which to respond to the grievance in writing. If the Union requests a meeting with the Deputy Director of Adult and Aging Services, such meeting will be held. If a meeting is held, the written response shall be twenty (20) days following the meeting.

The decision of the Deputy Director of Adult and Aging Services shall be final and binding.

#### 4.6 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the grievant or the Union fails to file or advance a grievance within the above specified time limits, the grievance shall be forfeited. If the IHSS Public Authority fails to respond within above specified time limits, the grievant or the Union, whichever is appropriate, may advance the grievance to the next Step.

The Union and the Public Authority may agree to waive the time limits for the processing of a

grievance. Such waivers shall be in writing and shall be for a specified period of time.

## **SECTION 5** **WAGES**

### **5.1 Wages**

**5.1.1 Base Wage.** The Base Wage for Providers shall be the state or federal minimum wage, whichever is higher.

### **5.1.2 Wage Supplement.**

- a. Effective upon Union ratification, approval by the Public Authority Board, and approval by the State of California, the Public Authority shall supplement wages at an additional \$0.50 per hour above the Base Wage outlined above.
- b. This Agreement will be agendized by the Governing Board of the Public Authority following ratification by the Union. This Agreement will be agendized within 10 business days of the Union ratification, or 15 days if no Board meetings are scheduled. As soon as possible following adoption by the governing board of the Public Authority of this MOU, the Public Authority will submit the appropriate request to the State of California to implement the new rate, which includes the Base Wage and the Wage Supplement.

### **5.2 Wage and Benefit Contingency**

If during the term of this agreement, state or federal participation levels are reduced, State Realignment Funding is reduced, the state caps their funding participation in a provider wage or benefit lower than the wages or benefits 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 Public Authority and/or County to maintain the wages and benefits described in this agreement, the wages and benefits will be reduced by an amount necessary to keep the total Public Authority and/or county cost the same as it was before the State and/or Federal change.

## **SECTION 6** **BENEFITS**

### **6.1 Health, Vision and Dental Care Program**

The Healthcare Employees/Employer's Dental and Medical Trust shall act as the plan administrator for benefits provided to San Joaquin County IHSS Individual Providers. The Union, or their designee, shall set all eligibility criteria, premium shares, and manage enrollments, terminations, and other administrative functions as required. The Public Authority shall provide the Union, or their designee, with the necessary data files via secure means as soon as possible.

## 6.2 Data Security

The Union shall provide for a means of secure data transmission, and shall protect, defend and indemnify the Public Authority from any loss resulting from the Union's use or transmission of the secure data files.

## 6.3 Benefits Payments

Beginning the first of the month after written approval from the California Department of Social Services, the Public Authority shall pay \$0.70 per Independent Provider (IP) hour per fiscal year.

The Public Authority shall make benefits payments each month based on the previous month's hours as published in the CMIPS Management Statistics Report. Payments will be made as expeditiously as possible and in accordance with the Trust rules and regulations.

## 6.4 Benefit Contingency

The wage and benefit contingency language contained within Section 5.2 of the MOU shall apply to Health, Vision and Dental Care benefits described above.

## **SECTION 7** **REGISTRY**

### 7.1 Registry Services

It is recognized that one of the IHSS Public Authority's primary missions is to provide registry services to facilitate the referral of providers for recipients to consider for hiring. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers.

The IHSS Public Authority retains the exclusive right to list individual providers on the Registry or to refer individual providers with or without comment. The Public Authority has the right to suspend or remove an individual provider from the Registry subject to the appeal procedures described below.

The IHSS Public Authority and the Union agree to meet and confer regarding those Registry matters, if any, that impact the terms and conditions of employment which are controlled by the IHSS Public Authority. Agreements reached pursuant to this paragraph will be memorialized as Side-Letter Agreements and will be appended to this Memorandum.

### 7.2 Removal From The Registry

The IHSS Public Authority will give written notice to any IHSS Provider who is listed on the Registry of any adverse decision affecting the Provider. Such notice shall inform the affected IHSS Provider of his/her right to file an appeal, his/her right to union representation and the union telephone number. A copy of the written notice will be sent to the Union. The IHSS Public Authority also shall forward to the IHSS Provider a copy of all materials that were relied upon by the Public Authority when making its decision.

Either the Union or the IHSS Provider may file a written appeal for such adverse decision to the Public Authority Manager within fifteen (15) days after notice of the decision.

The Union may appeal through Step 2 of the grievance procedure of the MOU. The Step 2 decision will be final and binding.

### **7.3 Application**

This Section only applies to IHSS providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers as set forth in Section 3.1 of this Memorandum.

## **SECTION 8 LABOR-MANAGEMENT COMMITTEE**

### **8.1 Labor-Management Committee**

In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to create a Labor-Management Committee subject to the following:

- (a) The committee will meet as mutually agreed by the parties. Agenda items shall be submitted to the designated individual at least seven days prior to each scheduled meeting. The proposed Agenda shall be distributed to each committee member five (5) days prior to the meeting. Absent mutual agreement to do otherwise, only those items listed on the prepared agenda may be discussed at a Labor- Management Committee meeting.
- (b) The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- (c) The Labor-Management Committee will be composed of three (3) representatives appointed by the IHSS Public Authority and three (3) representatives appointed by the Union. The IHSS Public Authority Director will be one of the Committee members. At least one of the Union representatives will be a Union official.

### **8.2 Topics**

The topics for such meetings may include but are not limited to the following:

- (a) Mutual Respect. All workers and administrators involved in the IHSS program, regardless of position, profession, or rank, should be treated with courtesy, dignity and respect.
- (b) Payroll. Timely and accurate IHSS payroll is essential to the efficient management

of the IHSS program. In the spirit of cooperative problem solving, the Union and the Public Authority agree to share information regarding the causes and potential solutions of payroll related issues. The Union and the IHSS Public Authority recognize that the IHSS Public Authority cannot be held accountable for delays caused by agencies outside its control.

- (c) Health and Safety. The Union and the IHSS Public Authority are committed to protecting the health and safety of IHSS Providers and Consumers.
- (d) Training. Working together to develop training programs will improve the training and make it more relevant to IHSS Providers and Consumers.
- (e) Communication. Many problems can be prevented or solved by improved communications.
- (f) Cooperation. The Union and the IHSS Public Authority are committed to improvements to the IHSS program for both Consumers and Providers. Areas of cooperation may include advocacy for state and federal long-term care program improvements.

## **SECTION 9**

### **TRAINING AND EDUCATION**

#### **9.1 Training and Education**

Consistent with California Welfare and Institutions Code Section 12301.6, the IHSS Public Authority shall provide for the training for homecare Providers and Consumers. The IHSS Public Authority will develop and implement a training plan with input from the Union in the Labor-Management Committee. Although the IHSS Public Authority may, from time to time, choose to offer training programs directly to Providers and Consumers nothing in this Section shall be interpreted to obligate the Public Authority to do so.

#### **9.2 Training Incentives**

The Public Authority shall budget \$6,250 in total during the life of this MOU to provide a Training Incentive Program. This agreement does not obligate the Public Authority to spend this total amount. Rather, this amount will serve as an absolute limit to the PA's allocation for training incentives during the term of the MOU. The budget amount is dependent upon approval of this item in the Public Authority's claim rate and upon the availability of federal cost sharing.

The Public Authority and the Union will meet and confer to determine the actual training incentives to be provided and the conditions that must be satisfied in order to qualify for such incentives.

**SECTION 10**  
**SAFETY EQUIPMENT**

**10.1 Safety Equipment**

The Public Authority shall budget \$7,250 per fiscal year during the life of this MOU to make available standard gloves (including non-latex gloves), masks and disinfectant hand wipes at no charge to providers and consumers who request the supplies. The IHSS Public Authority shall have no obligation to reimburse Providers for purchases of supplies. Nothing in this section will be construed to limit or interfere with the consumer's right to establish conditions of a Provider's employment.

**SECTION 11**  
**NO STRIKES/NO LOCKOUTS**

**11.1 No Strikes/No Lockouts**

During the term of this Memorandum, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties.

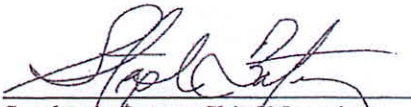
During the term of this Memorandum, the IHSS Public Authority agrees not to lockout IHSS Providers who are covered by this MOU.


**SECTION 12**  
**FULL UNDERSTANDING**

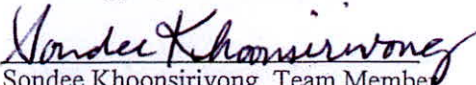
**12.1 Full Understanding**

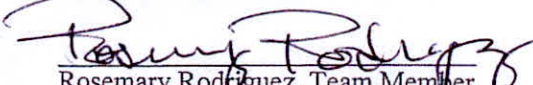
The IHSS Public Authority and the Union agree that this Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other party shall not be required to meet and confer during the term of this MOU with respect to any matter covered herein, except regarding the interpretation of this MOU. Nothing in this Section is intended to prevent the IHSS Public Authority and the Union from meeting and conferring during the term of this agreement regarding matters covered herein upon the mutual agreement of the parties to do so.

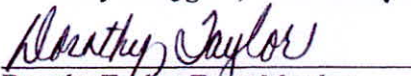
For the Union:

  
Stephanie Batey, Chief Negotiator


  
Keith Clipper, Team Member

  
Sondee Khoonsirivong, Team Member

  
Rosemary Rodriguez, Team Member


  
Dorothy Taylor, Team Member

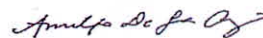
  
Anjeaneau Ward, Team Member

  
David Werlin, Statewide Bargaining Director

\_\_\_\_\_  
Marcus McRae, Regional Director

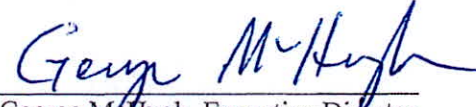
\_\_\_\_\_  
Estuardo Polanco, Organizer

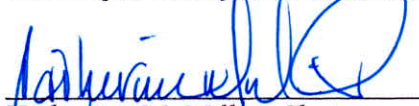
  
Onyi Ibeabuchi, Organizer

  
Arnulfo De La Cruz, Executive Vice President

For The Public Authority:

  
Bruce Heid, IEDA

  
George McHugh, Executive Director  
San Joaquin County IHSS Public Authority

  
Katherine M. Miller, Chair  
Governing Board of Directors  
San Joaquin County IHSS Public Authority

Date: 3/24/20

Attachment: A-20-64 [Revision 2] (BL-20-35 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)



ATTACHMENT B  
 FISCAL YEAR 2019-2020  
 SAN JOAQUIN COUNTY  
 IHSS PUBLIC AUTHORITY REVISED BUDGET  
 FUND 21600  
 BUDGET UNIT # 2910000000

	Approved 2019-2020	Revised 2019-2020	Approved vs Revised
<b>Expenditures</b>			
6001000000 Salaries-Regular	420,707	420,707	-
6001100000 Salaries-Cafeteria	28,000	28,000	-
<b>Salaries</b>	<b>448,707</b>	<b>448,707</b>	-
6010900000 Parking Benefit	3,094	3,094	-
6020100000 Retirement - Non County	62,735	62,735	-
6030000000 Social Security	26,992	26,992	-
6030100000 Social Security-Medi	6,313	6,313	-
6040000000 Life Insurance	11,856	11,856	-
6050000000 Health Insurance	76,941	76,941	-
6060300000 Workers Comp-Non Co Enty Use	7,648	7,648	-
6070000000 Dental Insurance	7,310	7,310	-
6080000000 Vision Insurance	1,749	1,749	-
<b>Fringe Benefits</b>	<b>204,638</b>	<b>204,638</b>	-
<b>Salaries &amp; Benefits</b>	<b>653,345</b>	<b>653,345</b>	-

Attachment: Attachment B - Revised PA Budget 2019-2020 (BL-20-35 : IHSS - Adopt MOU Between the

ATTACHMENT B  
 FISCAL YEAR 2019-2020  
 SAN JOAQUIN COUNTY  
 IHSS PUBLIC AUTHORITY REVISED BUDGET  
 FUND 21600  
 BUDGET UNIT # 2910000000

<b>Services and Supplies</b>	<b>Approved 2019-2020</b>	<b>Revised 2019-2020</b>	<b>Approved vs Revised</b>
6100166072 Health Benefits-Providers	5,102,929	5,555,333	452,404
6100218000 Training-Program Participants	1,607	1,607	-
6100220001 Federal Audit	2,078	2,078	-
6201000000 Office Expenses - Gen	2,000	2,000	-
6201001000 Office Exp - Purchasing	3,000	3,000	-
6202000000 Postage	2,600	2,600	-
6206000000 Communications	800	800	-
6209000000 Memberships	14,750	14,750	-
6214000100 Rents & Leases- Copier	9,200	9,200	-
6217000500 Travel and Training	700	700	-
6222000000 Prof Srvs & Special Services	1,500	1,500	-
6220001000 Auditor's Payroll & A/P	1,354	1,354	-
6221000000 Prof Srvs	1,000	1,000	-
6221004000 Prof Srvs-County	200	200	-
6221005900 Consulting Fees	23,500	23,500	-
6221069000 CPR Training	800	800	-
6223000000 Publications/Legal Notices	100	100	-
6226000000 Special Dept Expenses	200	200	-
6226005100 Advisory Committee	5,976	5,976	-
6226016000 Software & Licenses	1,200	1,200	-
6236005330 Insurance - Fire & Liability	10,833	10,833	-
6240100100 Clothing & Pers Supplies	5,000	7,250	2,250
6260000000 Maint- Structure & Ground	0	0	-
6260000600 Maint Security Alarm	996	996	-
6264000000 Rent/Lease Office	51,414	51,414	-
<b>Services and Supplies</b>	<b>5,243,737</b>	<b>5,698,391</b>	<b>454,654</b>

Attachment: Attachment B - Revised PA Budget 2019-2020 (BL-20-35 : IHSS - Adopt MOU Between the

ATTACHMENT B  
 FISCAL YEAR 2019-2020  
 SAN JOAQUIN COUNTY  
 IHSS PUBLIC AUTHORITY REVISED BUDGET  
 FUND 21600  
 BUDGET UNIT # 2910000000

	Approved 2019-2020	Revised 2019-2020	Approved vs Revised
6295214386 Rents/Leases-Auto Equip	4,450	4,450	-
6295220700 Data Processing Charges	4,850	4,850	-
6295236000 Insurance-Casualty	1,507	1,507	-
<b>Centrally Budgeted Expenses</b>	<b>10,807</b>	<b>10,807</b>	<b>-</b>
<b>Total Appropriations</b>	<b>5,907,889</b>	<b>6,362,543</b>	<b>454,654</b>
<b>Revenues</b>			
4557000000- ST-OTHER	5,764,072	6,218,321	454,249
4800910000 Oper Transfer from HSA	143,817	144,222	405
<b>Total Revenues</b>	<b>5,907,889</b>	<b>6,362,543</b>	<b>454,654</b>
<b>Expenditure Category Totals</b>			
Public Authority Administration	798,984	801,234	2,250
Individual Provider Benefits	5,102,929	5,555,333	452,404
Advisory Committee	5,976	5,976	-
Total Expenditures	5,907,889	6,362,543	454,654
Allocated Position FTE	7	7	

Attachment: Attachment B - Revised PA Budget 2019-2020 (BL-20-35 : IHSS - Adopt MOU Between the

**IN-HOME SUPPORTIVE SERVICES PROGRAM  
PUBLIC AUTHORITY/NON-PROFIT  
CONSORTIUM RATE**

**To:** California Department of Social Services  
Adult Programs Division  
Financial Management Unit  
744 P Street, MS 9-11-91  
Sacramento, CA 95814

COUNTY:	EFFECTIVE DATE:
San Joaquin	6/1/2020
PA NAME:	
San Joaquin County IHSS Public Authority	
CONTACT NAME:	
Chris Woods	
TELEPHONE:	FAX:
209-468-1650	209-468-1985
ADDRESS:	
PO Box 201056 Stockton, CA 95201-3006	
EMAIL ADDRESS:	
cwoods@sjgov.org	

Please address questions regarding this form to the Financial Management Unit, at (916) 653-3850.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, however other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is \$11.10 per hour. When minimum wage increases to \$12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plus \$1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

**RATE TABLE**

Hourly Wage (locally negotiated) 1  
 Hourly Wage (non-locally negotiated) 2  
 Hourly Wage (by ordinance) 3  
 Wage Supplement (one-time MOE adj) 4  
 Wage Supplement (continued--no MOE adj.) 5  
**Wage Total (sum of lines 1-5)**  
 Health Benefits (locally negotiated) 6  
 Health Benefits (non-locally negotiated) 7  
**Health Benefits Total (sum of lines 6-7)**  
 Non-Health Benefits \_\_\_\_\_ (type) 9  
 Payroll Taxes (FUTA,SUI,FICA) 10  
 Administrative Rate 11  
**PA/NPC Rate Total**  
 (sum of wages, health benefits, non-health benefits, taxes, admin)

	Current Rate	Requested Rate	Difference
1	\$0.00	\$0.00	\$0.00
2	\$13.00	\$13.00	\$0.00
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.50	\$0.50
5	\$0.00	\$0.00	\$0.00
	\$13.00	\$13.50	\$0.50
6	\$0.74	\$0.70	-\$0.04
7	\$0.00	\$0.00	\$0.00
	\$0.74	\$0.70	-\$0.04
9	\$0.00	\$0.00	\$0.00
10	\$0.98	\$1.25	\$0.27
11	\$0.17	\$0.17	\$0.00
	\$14.89	\$15.62	\$0.73

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of the combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on the below if you are choosing to utilize the 10 percent increase over the three-year period option.**

Authorizing Officer Signature \_\_\_\_\_ Date: \_\_\_\_\_

Attachment: Attachment C- PA Rate Change Application (BL-20-35 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)

**COUNTY OF SAN JOAQUIN  
REQUEST FOR ADJUSTMENT, ADDITIONAL APPROPRIATIONS / EST. REV. OR TRANSFER OF FUNDS**

FISCAL YEAR: **2019/20**  
(YYYY/YY)

BD. ORDER NO. **B-20-167a**  
CONTROL NO.

APPROPRIATIONS:					AMOUNT	
Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	INCREASE	DECREASE
21600	2910000000	6100166072			452,404.00	
21600	2910000000	6240100100			2,250.00	
<b>ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW</b>						
<b>TOTAL</b>					<b>454,654.00</b>	<b>-</b>

ESTIMATED REVENUE:					AMOUNT	
Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	INCREASE	DECREASE
21600	2910000000	4557000000			454,249.00	
21600	2910000000	4800910000			405.00	
<b>ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW</b>						
<b>TOTAL</b>					<b>454,654.00</b>	<b>-</b>

FUNDS (CASH):					AMOUNT	
Fund No.	Dept No.	Account No.	Prog. No.	Proj./Grant No.	Transfers Out	Transfers In
<b>ANCHOR ROW - DO NOT ENTER DATA ON THIS ROW // COPY LINES ABOVE THIS ROW</b>						
<b>TOTAL</b>					<b>-</b>	<b>-</b>
<b>REQUEST TOTAL</b>					<b>-</b>	<b>-</b>

REASON FOR REQUEST: Increased Benefits and Safety Equipment costs related to adoption of the MOU with SEIU 2015	REQUESTED BY:
	3/10/20 <b>GEORGE MCHUGH</b>
	DATE DEPARTMENT HEAD
	APPROVED:
3/18/20 <b>Jolena Voorhis</b>	
DATE COUNTY ADMINISTRATOR	

**BOARD OF SUPERVISORS**

I HEREBY CERTIFY that the above order was passed and adopted on March 24, 2020 by the following vote of the Board of Supervisors, to wit:

MOTION: Patti/Elliott/5  
 AYES: Villapudua, Patti, Winn, Elliott, Miller  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None

BY **Danielle Beshears**  
DEPUTY CLERK

APP REQ

Attachment: Budget Appropriation B-20-167a [Revision 3] (BL-20-35 : IHSS - Adopt MOU Between the IHSS Public Authority and SEIU 2015)