

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SAN BENITO COUNTY HEALTH AND HUMAN SERVICES AGENCY AND  
THE SAN BENITO COUNTY PUBLIC AUTHORITY**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into on the date set below by and between the San Benito County Health & Human Services Agency (hereinafter "HHS") and the San Benito County Public Authority Office (hereinafter "PA").

WHEREAS:

- a. HHS is responsible for administering public assistance programs pursuant to Welfare and Institutions Code Section 12250 (hereinafter In Home Supportive Services or "IHSS") and
- b. HHS receives Federal, State and Local funding to implement provisions of IHSS; and
- c. Federal and State requirements support the use of such funding to assist in the implementation of the requirements for prospective In Home Supportive Services Providers as mandated by Welfare & Institutions Code §12305.86. The provider enrollment requirements include: that all current and prospective providers complete specified program integrity requirements including
  - a. Submitting fingerprints and completing a criminal background check
  - b. Attending a provider orientation or reviewing provider orientation materials
  - c. Signing a provider agreement stating they understand and agree to the rules of being an IHSS provider

WHEREAS: San Benito County Public Authority currently maintains an existing Registry for providers and has the capacity and willingness to provide these services and implement the requirements on behalf of the providers that must complete these processes in accordance with the above-stated legislative requirements.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. TERM

This initial term of this agreement shall be from 7/1/2018 to 06/30/2019. Thereafter, the term of this agreement shall automatically renew for additional periods of twelve (12) months, unless terminated by either party in accordance with section 5 of General Provisions.

2. HHS SHALL

- a. Refer all prospective IHSS providers for the processing of the IHSS provider requirements to the PA.
- b. Compensate the PA in accordance with terms specified in the Section titled "FISCAL PROVISIONS".

### 3. PA- SHALL

- a. Communicate and inform all Providers, who were entered into Case Management, Information and Payrolling System (CMIPS) prior to November 1, 2009, on how they can complete each step of the enrollment process to continue as IHSS Providers
- b. Distribute enrollment materials to potential and current providers by having Providers pick up enrollment forms from the PA or having the packets mailed to the provider. The enrollment materials are included as "Attachment A".
- c. Receive enrollment forms SOC 426 and SOC 426A, which the State requires be delivered in person by the provider. The PA will receive these forms for processing.
- d. Receive, verify and copy State approved forms of identification.
- e. Provide criminal background checks for all Providers by providing the Providers with information as to where they can obtain a Live Scan. The cost of the Live Scan will be borne by the Provider.
- f. Agrees to establish a Criminal Offender Record Information (CORI) number which allows for the results to be sent from the Department of Justice directly to the PA. The PA will comply with all Department of Justice requirements for receiving, storing, destroying and making the appropriate Live Scan result information available to IHSS and PA staff.
- g. Provide orientations twice a month or as needed to disseminate the state-provided orientation materials to all new providers. The SOC 846, which verifies that the orientation was completed and understood, will be signed by the Provider at the time of orientation. PA will collect the SOC 846 forms. The PA will distribute orientation materials to existing Providers and collect signed SOC 846 forms from them for processing (if they have not already done so).
- h. Provide the following Provider Enrollment documents to the San Benito County IHSS Staff for CMIPS entry and filing:
  - Application for Employment for IHSS
  - SOC 426 ) (IHSS Program Provider Enrollment Form)
  - SOC 426a (IHSS Program Recipient Designation of Provider)
  - SOC 846 Provider Enrollment Agreement
  - Form W-4
  - SOC 341A (Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adults and Elders)
  - Background Check Result identified as "pass" or "fail"

### 4. FISCAL PROVISIONS:

- a. The Public Authority claim shall be submitted on a quarterly basis and contain all expenditures recorded for the quarter as posted in the County's accounting system for fund 222-Public Authority. Reimbursement of claimed costs (Federal, State and County MOE share) will be posted as revenue in Fund 222-Public Authority upon receipt. County MOE will be transferred from Social Services realignment funding (Fund 221).

- b. Compensation for the services to be provided under this agreement shall be limited to **a maximum of \$300,000 per year**. This includes payment of provider health insurance at .20/hr \$144,000 – Salary and benefits for staff are \$202,940) detailed in the attached budget (ATTACHMENT B).

5. GENERAL PROVISIONS:

- a. This MOU may be amended by written mutual consent of both parties,
- b. This MOU may be terminated by either party upon ninety (90) days written notice
- c. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of three (3) years after final payment under this MOU or until all State audits are complete, whichever is later.
- d. This MOU is not in effect nor enforceable until signed by both parties.
- e. Both parties agree to develop safeguards for the confidentiality of IHSS Providers that will enable the sharing of information in furtherance of the goals of IHSS Provider Requirements.

6. NOTICES:

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by registered mail or personal service upon the other party. When served by registered mail, service shall be conclusively deemed five (5) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereinafter provided.

Notice to HHSA shall be addressed as follows:

James, Rydingsword, MPA  
Director  
San Benito County Health & Human Services Agency  
1111 San Felipe Road, Suite 206  
Hollister, CA 95023

Notice to PA shall be as follows:

Maria C. Corona, MSW  
Deputy Director  
San Benito County Public Authority  
1111 San Felipe Road, Suite 108  
Hollister, CA 95023

IN WITNESS WHEREOFF, this MOU has been executed as of the date herein below appearing:

APPROVED BY:

HEALTH & HUMAN SERVICES  
COUNTY OF SAN BENITO

By: \_\_\_\_\_

James Rydingsword, Director

Date \_\_\_\_\_

APPROVED BY:

IN HOME SUPPORT SERVICES  
COUNTY OF SAN BENITO


By: \_\_\_\_\_

Mark Medina, Chair

San Benito County Board of Supervisors

Date \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
County Counsel

By:  \_\_\_\_\_

Date: 1-16-2019