

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE COUNTY OF ORANGE *SOCIAL SERVICES AGENCY*  
 AND  
 ORANGE COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY  
 FOR THE PROVISION OF  
 IN-HOME SUPPORTIVE SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency (SSA), hereinafter referred to as “COUNTY,” and the Orange County In-Home Supportive Services Public Authority, hereinafter referred to as “AUTHORITY.” This MOU establishes the ~~duties and specific~~ guidelines for the provision of In-Home Supportive Services- *(IHSS)*.

COUNTY, and AUTHORITY may be referred to individually as “Party,” and collectively as “the Parties.” *The relationship between COUNTY, and AUTHORITY, with regard to this MOU, is based upon the following:*

- 1. This MOU is established to further the interests of the COUNTY, in a collaborative effort, to meet the agencies’ objectives and/or to comply with State of California (hereinafter referred to as “State”) or federal obligations.*
- ~~1.~~*2. This MOU is authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 12301.6, 12302.25, and Title 1, Division 7, Section 1-7-1 et seq. of the Codified Ordinances of the County of Orange.*

~~2.3.~~ This MOU sets forth the ~~procedures~~ *guidelines* authorized by both the COUNTY's SSA Director and the AUTHORITY, for their respective employees to follow in providing services.

~~3.4.~~ This non-financial MOU is a legally binding agreement based on the promises of the Parties.

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1. TERM

The term of this MOU shall commence on July 1, ~~2020~~2023, and end on June 30, ~~2023~~2026, unless ~~earlier~~ terminated *earlier* pursuant to the provisions of Paragraph ~~28~~28 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to ~~indemnification, audits, reporting, accounting,~~ and confidentiality.

2. PURPOSE

The purpose of this MOU is to establish the duties and specific guidelines for the administration of ~~In-Home Supportive Services (IHSS).~~ *IHSS.*

3. SEPARATE ENTITIES

AUTHORITY is a public entity separate from COUNTY and is a corporate public body exercising public and essential governmental functions, and is employer of record for IHSS providers as specified in Subparagraph ~~6-26.2~~, as that function is defined and limited by law. The Orange County Board of Supervisors (*Board*) is the Governing Body of AUTHORITY. Any and all contracts, leases, or other agreements of any nature, including collective bargaining agreements between AUTHORITY and third parties other than COUNTY, shall contain an express provision advising the third party that AUTHORITY is a separate governmental entity and that such agreement does not bind COUNTY.

4. DEFINITIONS

~~4.1 IHSS RECIPIENT IHSS eligible individuals who have been assessed and determined to meet IHSS eligibility criteria.~~

~~4.2 IHSS Individual Provider (IP) Home Care workers hired by the IHSS RECIPIENTS who have met State mandated requirements for Provider~~

~~Enrollment.~~

~~4.3 Provider Enrollment—Process by which newly hired Provider completes State mandated requirements necessary to become eligible IHSS providers.~~

~~4.4 IHSS Public Authority Registry—IHSS Home Care Registry that recruits and maintains a list of eligible providers to refer to IHSS recipients.~~

~~4.5 IHSS Home Care Provider—the individual paid to care for the IHSS recipient.~~

~~4.6 Administrative Liaison—Provides oversight of program and AUTHORITY Executive Director as delegated by the Orange County Board of Supervisors.~~

~~4.7 Provider Enrollment Orientation—A State mandated requirement for applicant IHSS provider to view the State created IHSS video.~~

~~4.8.4.1 Case Management, Information, and Payrolling System (CMIPS)—~~: State created database that provides functions for case management for IHSS RECIPIENTS, payroll for IHSS ~~Providers~~*providers*, reporting, and customer support.

~~4.2 IHSS Advisory Committee—~~: The IHSS Advisory Committee ~~was created by State legislation and~~*that* provides ongoing advice and recommendations regarding IHSS to: ~~The County of Orange Board of Supervisors~~, any administrative body in ~~the County~~*COUNTY* that is related to the *service* delivery and administration of IHSS, and the governing body and administrative agency of ~~the Orange County~~*AUTHORITY*.

~~4.3 IHSS Plus Option: Provides payment to parents or spouses to provide services to qualified Medi-Cal RECIPIENTS, formerly referred to as the IHSS Plus Waiver.~~

~~4.4 IHSS Provider: Home Care workers who have met State mandated requirements~~

*for provider enrollment, and provide direct in-home care to RECIPIENTS.*

~~4.9~~4.5 *IHSS Public Authority— Provider Registry: IHSS Home Care Registry that recruits and maintains a list of eligible providers to refer to IHSS RECIPIENTS.*

4.6 *Provider Enrollment: Process by which newly hired providers complete State mandated requirements necessary to become eligible IHSS providers.*

4.7 *Provider Enrollment Agreement: A State mandated form applicant IHSS providers complete indicating understanding of, and agreement to IHSS Program rules and requirements.*

4.8 *Provider Enrollment Orientation: A State mandated requirement for applicant IHSS providers to view the State created IHSS Program video and receive instruction regarding the IHSS Program rules and requirements.*

5. POPULATION TO BE SERVED

~~CONTRACTOR shall~~ *AUTHORITY agrees to provide services to individuals eligible who have been assessed and determined to meet eligibility for IHSS services including the aged low-income, blind, and disabled, or 65 years of age or older recipients.*  
The population to be served as defined in this Paragraph shall hereinafter be referred to as “RECIPIENTS.”

6. AUTHORITY RESPONSIBILITIES

~~AUTHORITY shall have the following responsibilities:~~

6.1 Comply with WIC Section 12300 et seq. and Title 1, Division 7, Section 1-7-1 et seq. of the Codified Ordinances of the County of Orange.

6.2 Act as the employer of record for IHSS ~~Individual Providers (IPs)~~ *providers* serving ~~the~~ RECIPIENTS, for the purposes of collective bargaining only.

6.3 Provide assistance to IHSS RECIPIENTS in finding ~~IPs~~ *providers* through the

- establishment and maintenance of an IHSS Public Authority *Provider* Registry.
- 6.4 Investigate qualifications and background of potential IHSS Public Authority Registry *IPs providers* as permitted by law.
- 6.5 Maintain Department of Justice (DOJ) records, including criminal background check records, in accordance with DOJ policies and procedures.
- 6.6 Contract for IHSS service delivery and other services, as needed. AUTHORITY shall be authorized to enter into contracts for services essential to carry out the mandated functions of AUTHORITY and shall comply with the policies and procedures contained in COUNTY's Contract Policy Manual: (*CPM*). Where Board ~~of Supervisors~~ approval is required for contracts, AUTHORITY shall submit such contracts for Governing Body approval.
- 6.7 Maintain all required records, according to State and federal law.
- 6.8 Assure compliance with all applicable *State*, federal, ~~State~~, and local laws, regulations, and codes.
- 6.9 Conduct IHSS ~~Program Provider Enrollment~~ *provider enrollment* on behalf of the Orange County IHSS Program in accordance with instructions received from the California Department of Social Services (CDSS) and SSA. This includes, but ~~may~~ *is* not ~~be~~ limited to:
- 6.9.1 Distribute ~~Provider Enrollment~~ *provider enrollment* forms to *IPs providers* and RECIPIENTS to complete.
- 6.9.2 Review ~~Provider Enrollment~~ *provider enrollment* forms ~~submitted by IPs~~ for *accuracy and* completeness ~~and correctness~~.
- 6.9.3 Review and copy *IP provider* identification.
- 6.9.4 Conduct required ~~Provider Enrollment Orientation~~ *provider enrollment*

*orientation.*

- 6.9.5 Obtain signed ~~Provider Enrollment Agreement~~*provider enrollment agreement* from providers who attend orientation.
- 6.9.6 Distribute instructions and forms for the implementation of the Federal Labor Standards Act ~~(FLSA).~~
- 6.9.7 Review CDSS required forms in order for ~~IPs~~*providers* to be eligible for overtime, travel time, and waiting time pay.
- 6.9.8 Distribute instructions and forms required for ~~IHSS IPs~~*providers* to be fingerprinted and undergo criminal background check by DOJ; ~~and.~~
- 6.9.9 Enter *all* data into ~~Case Management, Information, and Payrolling System (CMIPS)~~ as required.
- 6.10 Prepare ~~Provider Enrollment~~*provider enrollment* documents for imaging.
- 6.11 Provide adequate administrative, supervisory, and support personnel to ~~carry out~~*accomplish* the provisions of this MOU.
- 6.12 ~~Provide COUNTY with information needed in preparing the COUNTY's billing~~  
*Submit claims to SSA within five (5) business days of SSA request for* CDSS ~~for~~ State and federal share of AUTHORITY costs. ~~This information will be provided within five (5) business days of the request.~~
- 6.13 Submit monthly reports regarding ~~implementation of Provider Enrollment~~*provider enrollment* activities on a form approved by ~~COUNTY SSA,~~ by the fifteenth (15<sup>th</sup>) business day following the month of service delivery.
- 6.14 Assist ~~COUNTY SSA~~ in developing and submitting to ~~the~~ CDSS and ~~the~~ California Department of Health *Care* Services (~~CDHS~~*DHCS*), reports and claims required for CDSS and ~~CDHS~~*DHCS* approval of AUTHORITY budget.



- 6.15 Perform all services required under this MOU within the standards of the Performance Measures according to CDSS guidelines and approved by the Governing Body.
- 6.16 Provide staff support to the IHSS Advisory Committee, including, but not limited to: processing and issuing IHSS Advisory Committee’s stipends, mileage reimbursement, and W-2s; facilitating and coordinating the IHSS Advisory Committee meetings; and, ensuring accuracy of minutes and timely payment to Clerk of the Board for minute services.
- 6.17 Hire staff as approved in ~~the~~AUTHORITY’s budget following AUTHORITY’s Personnel Rules developed and maintained by ~~COUNTY’s~~*AUTHORITY in collaboration with the* County Executive Office/ (CEO) Human Resource Services ~~(CEO/HRS)~~. AUTHORITY’s Executive Director shall have the authority to employ and terminate AUTHORITY staff.
- 6.18 Provide other functions related to ~~the~~*IHSS service* delivery ~~of IHSS services~~ to existing providers as directed by the Governing Body.
- 6.19 Provide *access to* training for both IHSS ~~IPs~~*providers* and RECIPIENTS.
- 6.20 Participate in the ~~COUNTY’s~~ County Safety Representative Program, including designating a County Safety Representative to work with ~~the~~*COUNTY SSA* in coordinating and implementing its Safety Program.
- 6.21 Utilize alternative ~~client~~*RECIPIENT* engagement options, such as ~~telehealth,~~*teleconference and/or virtual meetings* to increase and enhance ~~recipient~~*RECIPIENT* access points.

7. COUNTY RESPONSIBILITIES

7.1 ~~COUNTY~~*SSA* shall have the following responsibilities:

- ~~7.1~~7.1.1 Authorize services for ~~an~~ IHSS ~~recipient~~ *RECIPIENTS* as specified in WIC Section 12300 et seq.
- ~~7.2~~7.1.2 Determine the need for IHSS, ~~the~~ level and quality of services required, and ~~the~~ eligibility of ~~individuals~~ *RECIPIENTS* to be served as required by CDSS.
- ~~7.3~~7.1.3 Provide initial assessment and reassessment of continuing need for services by ~~the~~ *RECIPIENT* *RECIPIENTS*.
- ~~7.4~~7.1.4 Terminate ~~the~~ RECIPIENT's participation in the IHSS ~~program~~ *Program* at any time, based on regulatory requirements.
- ~~7.5~~7.1.5 Provide orientation to all appropriate ~~COUNTY~~ *SSA* staff regarding AUTHORITY's role, responsibilities, and contract agreements.
- ~~7.6~~7.1.6 Provide oversight to the implementation of the IHSS ~~Program~~ *Provider—Enrollment* *provider enrollment* requirements per CDSS guidelines.
- ~~7.7~~7.1.7 Refer all appropriate IHSS RECIPIENTS and ~~IPs~~ *providers* to AUTHORITY for AUTHORITY services.
- ~~7.8~~7.1.8 Provide a liaison from SSA, such as the Adult Services Deputy Director and/or IHSS ~~Administrative—~~ *Administrator* /Manager, to AUTHORITY.
- ~~7.9~~7.1.9 Evaluate the effectiveness, quantity, and quality of ~~Provider~~ *Enrollment* *provider enrollment* services provided by AUTHORITY.
- ~~7.10~~7.1.10 Authorize the SSA Director and/or ~~their~~ designee, acting as the representative of the Governing Body, to hire and supervise AUTHORITY's Executive Director and act on behalf of the Governing

Body. ~~The~~*AUTHORITY's* Executive Director's contract is subject to Governing Body approval.

~~7.11~~*7.1.11* Designate the SSA Director, and/or ~~their~~ designee, to provide for the general oversight and supervision of AUTHORITY and its Executive Director. The SSA Director, and/or ~~their~~ designee, will also have the authority to adjust line item budgets within ~~AUTHORITY'S~~*AUTHORITY's* annual budget provided the total budget amount is not increased as a result thereof.

~~7.12~~*7.1.12* Provide ~~Direction~~*direction* and services to AUTHORITY staff, including, but not limited to:

~~7.12.1~~*7.1.12.1* Developing, monitoring, and adjusting the AUTHORITY's budget, including financial claims and support documents required by the State and *this* MOU;

~~7.12.2~~*7.1.12.2* Submitting required financial claims and support documents to the State, including budget information and documentation of fiscal claims;

~~7.12.3~~*7.1.12.3* Providing other fiscal services to AUTHORITY, including purchasing services and submitting a temporary cash loan request to Auditor-Controller General Accounting for *AUTHORITY's Fund (Fund 590)* when cash is insufficient to process payments;

~~7.12.4~~*7.1.12.4* Assisting in developing Request for Proposals and drafting contracts on behalf of AUTHORITY;

~~7.12.5~~*7.1.12.5* Assisting AUTHORITY regarding development,

maintenance, and operations of a ~~Registry~~*provider registry*, provider screening, referral system, RECIPIENT and ~~H~~*provider* training, support services, and operational needs per SSA direction;

~~7.12.5.1~~ ~~7.1.12.6~~ Assisting AUTHORITY regarding the implementation of ~~the~~*this* MOU and the services agreed to in ~~the~~*this* MOU, subject to all conditions; *and*

~~7.12.6~~ ~~Providing real estate services, including locating office space and negotiating lease terms and conditions consistent with COUNTY standards; and~~

~~7.12.7~~ ~~7.1.12.7~~ Assisting with ~~information technology~~ (~~H~~*Orange County Information Technology (OCIT)*) services, including development of specifications, costs comparisons, and installation of ~~H~~*OCIT* equipment at AUTHORITY’s facilities.

*7.2 Auditor-Controller Satellite Accounting shall have the following responsibilities:*

*7.2.1 Review payroll data from AUTHORITY.*

*7.2.2 Initiate electronic payment into AUTHORITY’s bank account, as requested by AUTHORITY’s Executive Director, or designee, and as authorized by Auditor-Controller, and in accordance with AUTHORITY’s annual budget.*

7.2.3 Assist with the claiming of costs to the State or any other entity as may be required.

7.2.4 Process payment requests for invoices related to insurance premiums

payable by AUTHORITY.

7.2.5 ~~County Executive Office~~ /Process Journal Vouchers (JV) to record expenditures in AUTHORITY's Fund (Fund 590).

7.2.6 Initiate the recording of revenue to AUTHORITY's Fund after claims are submitted.

7.2.7 Assist with providing requested financial documents available in the Countywide Accounting and Personnel System (CAPS)+ Finance and Purchasing System for audits.

7.2.8 Process payment requests for invoices related to COUNTY share of costs of health benefits for IHSS Plus Option service providers.

~~7.13~~7.3 CEO Human Resource Services (~~CEO/HRS~~) shall ~~provide~~have the following responsibilities:

~~7.13.17.3.1 Representation~~ Assist with representation for collective bargaining with IHSS ~~providers'~~provider employee organization;-

~~7.13.2 Review and maintenance of AUTHORITY's Personnel Rules;~~

~~7.13.37.3.2~~ At the request of AUTHORITY's Executive Director, ~~review AUTHORITY's Personnel Rules and~~ assist with employee recruitment, classification, salary structure, Equal Employment Opportunity, employee benefits, and employment and labor relations issues;-and.

~~7.13.47.3.3 Assisting~~ Assist AUTHORITY regarding the implementation of ~~the~~this MOU and the services agreed to in ~~the~~this MOU.

~~7.14~~ County Counsel shall provide:

~~7.14.1 Lead consultation services related to AUTHORITY's contracts, board memos, and resolutions;~~

~~7.14.21.1.1~~ ~~Lead legal representation in proceedings; and~~

~~7.14.3~~ ~~On going legal advice regarding the operation of AUTHORITY.~~

~~7.15.7.4~~ CEO/ Risk Management shall ~~provide~~ *have the following responsibilities:*

~~7.15.17.4.1~~ ~~As requested in writing from the AUTHORITY and with the AUTHORITY's~~ *Upon written request and assistance, from AUTHORITY, provide* Risk Assessment of exposure to loss and consultation on AUTHORITY's insurance coverage; ~~and.~~

~~7.15.27.4.2~~ Subject to the approval of ~~the~~ AUTHORITY's Executive Director, obtain a policy or policies of insurance on behalf of ~~the~~ AUTHORITY based on the Risk Assessment.

~~7.15.2.1~~ ~~Changes in Coverage as Requested and Approved by the AUTHORITY:~~

~~7.4.3~~ ~~The addition or deletion of policies or increases or decreases in existing policy,~~ *Upon written request and approval from Authority, approve changes in insurance* coverage ~~may be requested by the AUTHORITY in writing, addressed to the COUNTY's Director of Risk Management, no fewer less~~ than thirty (30) calendar days in advance of the desired policy effective date. ~~Requests~~ *Director of Risk Management must approve requests* for additions, *deletion of policies,* and/or increases *or decreases* to *existing* policies ~~must be approved by the Director of Risk Management,~~ subject to the availability of such additions and/or increases under the current insurance program (~~e.g., CSAC EIA~~) used by Risk Management to obtain insurance on behalf of ~~the~~ AUTHORITY.

~~7.15.2.2~~ ~~7.4.3.1~~ Changes in *Insurance* Coverage –

~~COUNTY~~County Initiated

~~The~~COUNTY will provide at least thirty (30) days’ notice of its intent to modify any coverage that is purchased on behalf of ~~the~~AUTHORITY. Such changes will not be made without the approval of ~~the~~AUTHORITY unless the change is required under law or ordinance. Should changes be recommended by *the* COUNTY,~~the~~ COUNTY will provide as much advance notice to ~~the~~AUTHORITY as is practical and will ~~notify the~~*provide written notification to* AUTHORITY ~~in writing~~ of the need, the reason, and the anticipated cost difference that the change may cause. If the changes are recommended by ~~the~~COUNTY, they will be made on the approval of ~~the~~ AUTHORITY.

~~7.15.2.3~~7.4.3.2 Changes in *Insurance* Coverage – Market-Driven

~~The~~COUNTY will make every effort to notify ~~the~~ AUTHORITY of premium changes, changes in coverage or policy cancellation by the insurer within ten (10) ~~working~~*business* days following the receipt of notification of said change.

~~7.15.2.4~~7.4.3.3 Changes in *Insurance* Coverage or Schedules

Changes in the names or the number of AUTHORITY’s employees, personal property inventories or inventory valuations and/or the number and type of motor vehicles that are covered by these policies will be communicated by ~~the~~

AUTHORITY in advance to the ~~County's~~ Director of Risk Management as soon as practical, but no later than fifteen (15) days preceding the change.

~~7.15.2.5~~ 7.4.4 COST CALCULATION AND BILLING

~~The County's~~ COUNTY's Property and Casualty Risk Internal Service Fund and the Workers' Compensation Internal Service Fund are self-balancing funds. All costs are allocated among all the funds' participants according to State Controller guidelines. ~~The~~ AUTHORITY will be billed the actual cost of all commercial insurance policies secured ~~in~~ on its behalf, a prorated share of ~~workers' compensation~~ Workers' Compensation charges, and allocated administrative costs, self-insurance charges and a prorated share of other commercial insurance policies not secured on its behalf. Administrative costs include charged overhead and costs of salaries, employee benefits, and supplies of the Risk Management staff. ~~The~~ AUTHORITY is responsible for the payment of all deductibles associated with insurance coverage provided on ~~the AUTHORITY's~~ behalf of AUTHORITY, by ~~the~~ COUNTY. In no event will ~~the~~ COUNTY be financially responsible for ~~the~~ payment of any insurance coverage (including premiums and deductibles), or liabilities of ~~the~~ AUTHORITY, whether or not covered by insurance or ~~County~~ COUNTY services provided herein.

~~7.15.2.6~~ 7.4.4.1 Billing Schedule:



~~Billing will be submitted to the AUTHORITY as follows:~~

~~7.15.2.6.1~~7.4.4.1.1 Commercial insurance policies purchased ~~in~~on behalf of ~~the~~AUTHORITY will be submitted to AUTHORITY —upon receipt of the premium invoice from the insurance authority, broker, or carrier.

~~7.15.2.6.2~~7.4.4.1.2 Share of ~~workers'~~ workers' compensationWorkers' Compensation charges and allocated administrative costs ~~will be submitted to~~ AUTHORITY annually, semi-annually, or quarterly, as determined by ~~the~~CEO/Risk Management each fiscal year.

7.4.4.1.3 AUTHORITY shall pay all invoices within thirty (30) days of receipt from ~~the~~COUNTY.

~~7.15.2.7~~7.4.5 SERVICE CANCELLATION

Any or all of the services provided by ~~the~~CEO/Risk Management ~~can~~may be cancelled by either Party with one-hundred eighty (180) days' notice or, if earlier, the expiration or termination of this MOU. ~~The~~ COUNTY ~~and~~AUTHORITY may determine separately or mutually to transfer or replace commercial insurance policies. In the event ~~the~~AUTHORITY no longer participates in ~~the~~ COUNTY's self-insurance program or excess Workers' Compensation program, both Parties agree to an orderly transfer of claims and funding. ~~The~~COUNTY will elect, at its sole and

exclusive option, a mechanism for the transfer of ~~workers' compensation~~ *Workers' Compensation* claims that provides continuous benefits for covered employees and full cost recovery for ~~the~~ COUNTY. Alternatives may include, but are not limited to:

~~7.15.2.7.1~~ 7.4.5.1 Option 1: ~~The~~ AUTHORITY will transfer funds sufficient to cover ~~all reserves that are~~ *all current (short-term) and future (long-term) Workers' Compensation claim costs (which is defined as the Total Workers' Compensation Outstanding Liability of the AUTHORITY)* as projected by ~~the TPA to be an independent actuary firm which are~~ necessary to make *current and* future payments on all existing claims that have been accepted from covered AUTHORITY employees. This transfer will be made concurrent with the discontinuation of ~~the~~ COUNTY provided ~~workers' compensation~~ *Workers' Compensation* insurance coverage. At the sole expense of ~~the~~ AUTHORITY, ~~the~~ COUNTY may agree to continue its administration of ongoing, but not new claims. ~~This will include the services of the TPA.~~ All new claims filed on or after the effective date of cancellation will be administered by ~~the~~ AUTHORITY's designated claims administrator, regardless of the nature of the disability or injury of the date on which the disability or injury occurred.

~~7.15.2.7.2~~ 7.4.5.2 Option 2: The responsibility for administering all

existing and future claims in their entirety will be transferred to ~~the~~ AUTHORITY's designated ~~workers' compensation~~ Workers' Compensation insurer. ~~The~~ AUTHORITY agrees that it will assume complete financial and administrative responsibility for all open claims.

7.5 County Counsel may have the following responsibilities:

7.5.1 Lead consultation services related to AUTHORITY's contracts, Board memos, and resolutions;

7.5.2 Lead legal representation in proceedings; and

~~7.16 Auditor Controller Satellite Accounting shall:~~

7.5.3 Provide on-going legal advice regarding the operation of AUTHORITY.

~~7.16.1 Review payroll data from AUTHORITY.~~

~~7.16.2 Initiate electronic payment into AUTHORITY's bank account, as requested by AUTHORITY's Executive Director, or designee, and as authorized by the Auditor Controller, and in accordance with AUTHORITY's annual budget.~~

~~7.16.31.1.1 Assist with the claiming of costs to the State or any other entity as may be required.~~

~~7.16.41.1.1 Process payment requests for invoices related to insurance premiums payable by AUTHORITY.~~

~~7.16.5 Process journal vouchers (JV) to record expenditures in AUTHORITY'S Fund (Fund 590).~~

~~7.16.6 Initiate the recording of revenue to the AUTHORITY's Fund after claims are submitted.~~

~~7.17.6~~ AUTHORITY may request additional services from other COUNTY departments/units, ~~and/or additional services from COUNTY departments/units or those~~ listed above, subject to *prior COUNTY* approval ~~of COUNTY~~. AUTHORITY shall reimburse COUNTY for such additional services in accordance with Paragraph 10, below.

8. AUDITOR-CONTROLLER RESPONSIBILITIES

8.1 Scope of Services

The services described below to be provided to ~~the Authority~~ AUTHORITY by the ~~County of Orange~~ Auditor-Controller are intended to be the same type of services as provided to ~~County~~ COUNTY departments and agencies as of July 1, ~~2020~~ 2023. Additional services are not included and will be charged to AUTHORITY in accordance with Subparagraph ~~8.28.4~~.

8.1.1 Claims and Disbursing Services

The ~~County of Orange~~ Auditor-Controller shall serve as ~~the~~ Auditor-Controller for AUTHORITY with respect to auditing and payment of claims. Any late fees or interest resulting from untimely transmittal documentation from ~~the~~ AUTHORITY will be the responsibility of ~~the~~ AUTHORITY. Normal vendor claims and trust payments will be paid for AUTHORITY by the Claims and Disbursing Section of ~~the~~ Auditor-Controller in accordance with their normal procedures for auditing and allowing claims for ~~County~~ COUNTY departments and agencies. AUTHORITY shall use the CAPS+ Finance and Purchasing System to process and authorize purchase order contracts in a manner consistent with ~~the County's~~ COUNTY'S decentralized purchasing program. For

other contracts, AUTHORITY shall generally comply with ~~the County's Contract Policy Manual.~~*COUNTY's CPM.* Where Board ~~of Supervisors~~ approval is required for contracts, AUTHORITY shall submit such contracts for Board approval, since the Board ~~of Supervisors~~ is the governing body of AUTHORITY. Items that would normally require ~~County~~*COUNTY* department head approval will be approved by the Executive Director of AUTHORITY. AUTHORITY shall continue to process employee reimbursement claims in a manner consistent with ~~the County's~~*COUNTY's* existing procedures.

#### 8.1.2 Check Writing Services

The Check Writing Unit will process payments and release/mail checks for payment of accounts payable and trust payments for AUTHORITY, including follow-up and processing of checks returned due to ~~bad~~*incorrect* addresses or other reasons.

#### 8.1.3 General Accounting Services

The General Accounting Section will include services provided by the General Accounting Unit, including maintenance of accounting records for AUTHORITY's expenditures, encumbrances, revenues, and balance sheet accounts through the accounting system, approve and/or input of transactions affecting AUTHORITY's financial records to the accounting system, and provision of standard reports and on-line reports as normally provided to other ~~County~~*COUNTY* departments and agencies through the CAPS+ Finance and Purchasing System. Any additional reports or system modifications required by AUTHORITY will be charged at

incremental cost, including system and labor costs in accordance with *additional accounting assistance described in* Subparagraph ~~8.4~~8.4.

#### 8.1.4 Cost, Revenue, and Budget Services

The Cost, Revenue, and Budget Unit of ~~the~~Auditor-Controller will include AUTHORITY's annual budget in ~~the County's~~COUNTY's Adopted Budget and ensure that AUTHORITY's budget is balanced, in the same manner as services provided to ~~County~~COUNTY departments and agencies.

#### 8.1.5 Financial Reporting

The Financial Reporting and Mandated Costs Unit of ~~the~~Auditor-Controller prepares ~~the County's~~COUNTY's *Annual* Comprehensive ~~Annual~~Financial Report (~~CAFR~~ACFR) and Single Audit Report. Since AUTHORITY is governed by the ~~County of Orange~~Board of Supervisors and the Board ~~of Supervisors~~also appoints the management and determines the budget of AUTHORITY, it will be included in ~~the County's~~CAFRCOUNTY's ACFR and Single Audit Reports in accordance with standards issued by the Governmental Accounting Standards Board, and will be charged a share of the cost of preparing and auditing those reports, which includes the cost of Financial Reporting staff and the cost of the contracted outside audit firm.

#### ~~8.1.6 Information Technology~~

#### ~~8.1.6 The Information Technology Section~~OCIT

OCIT maintains *the* CAPS+ *Finance and Purchasing System* in support of services identified in the preceding Subparagraphs ~~8.1.18.1.1~~ through

~~8.1.58.1.5.~~ This includes all of the CAPS+ Finance and Purchasing System and the Performance Budgeting System ~~(PB)~~, but excludes the CAPS+ ~~HR~~ *Human Resources* and Payroll System since AUTHORITY employees are not ~~County~~ *COUNTY* employees and are not utilizing ~~County~~ *COUNTY* payroll and personnel systems.

8.2 Cost of Services

The estimated annual cost of each service to be provided to AUTHORITY by ~~the County~~ Auditor-Controller as detailed in Subparagraph ~~8.18.1~~ *is as follows:*

<u>Service Description</u>	<u>Estimated Annual Cost</u>
Claims	\$2,815.00
Check Writing	121.00
General Accounting	456.00
Cost, Revenue, and Budget	463.00
Financial Reporting	0.00
Information Technology	2,154.00
TOTAL	\$6,009.00

~~These amounts are estimates only. All costs billed will~~ *of this MOU shall* be based on the Countywide Cost Allocation Plan (CWCAP), approved by the State, for the prior fiscal year. For example, ~~the~~ *FY 2020-21-2023-24 estimated billing as follows,* will be based on ~~the~~ *FY 2019-2022-23* CWCAP using FY ~~2017-18~~ *2020-21* costs.:

<u>Service Description</u>	<u>Estimated FY 2023-24 Cost</u>
<i>Claims</i>	<i>\$802</i>
<i>Check Writing</i>	<i>\$263</i>
<i>General Accounting</i>	<i>\$396</i>

<i>Cost, Revenue, Budget</i>	<i>\$417</i>
<i>Financial Reporting</i>	<i>\$448</i>
<i>OCIT</i>	<i>\$1,512</i>
<i>TOTAL</i>	<i>\$3,838</i>

*Written notice of estimated annual costs shall be given to AUTHORITY on or before February 15 for the following fiscal year.* In the event ~~the~~*this* MOU is terminated, ~~the~~; COUNTY will compute a final adjustment within a year from which services are last received from ~~the County~~*COUNTY*. The adjustment is needed to reflect the actual costs of services provided since ~~the~~ CWCAP costs are two (2) years in arrears. This adjustment will be invoiced or refunded to AUTHORITY as applicable. If an audit or review identifies that a transaction would result in an adjustment to AUTHORITY, then the adjustment should be provided to AUTHORITY regardless of the number of days after which the services were received from ~~the County~~. ~~Written notice of estimated annual cost shall be given to AUTHORITY on or before February 15 for the following fiscal year.~~*COUNTY*.

### 8.3 Payment Process

———Payment for Auditor-Controller services shall be made via annual JV charging ~~the IHSS Public Authority~~*AUTHORITY* Fund for the total amount specified in Subparagraph ~~8.28.2~~.

### 8.4 Additional Accounting Assistance

8.4.1 If AUTHORITY requests additional professional accounting assistance from ~~the~~ Auditor-Controller over and above the standard accounting systems and procedures training, and accounting systems orientation



support provided to ~~County~~COUNTY departments and agencies, AUTHORITY shall pay for the total additional time at an hourly rate calculated based on the current year’s rates published in the CEO Budget Policy and Instruction Manual- (BPIM). For example, the rate of \$~~108.16~~109.69 per hour for FY ~~2020-21~~2022-23 billing will be based on the FY ~~2020-21~~2022-23 CEO ~~Budget—Policy—and—Instruction Manual~~BPIM. The billing will be performed at the completion of such additional services.

8.4.2 If AUTHORITY requests additional accounting or budgetary reports from ~~the~~ Auditor-Controller in addition to the standard reports provided to all ~~County~~COUNTY departments and agencies, the costs of such additional reports will be charged to AUTHORITY at the actual cost of designing, programming, preparing, producing, and distributing such additional reports, including all related systems costs.

9. TREASURER-TAX COLLECTOR ~~RESPONSIBILITES~~RESPONSIBILITIES

~~Treasurer Tax Collector, as Treasurer of the IHSS Public Authority shall:~~

9.1 As the ~~IHSS Public Authority~~AUTHORITY Treasurer, provide investment services for all monies on deposit with ~~the~~ Treasurer-Tax Collector in accordance with the approved ~~IHSS Public Authority~~AUTHORITY Investment Policy Statement (IPS) and post net interest earnings on a monthly or quarterly basis;

9.2 Provide fund accounting services; ~~and.~~

9.3 Provide banking services, as mutually agreed upon by AUTHORITY’s Executive Director and Treasurer-Tax Collector.

9.4 Scope of ~~Service~~Services

~~Treasurer Tax Collector shall provide the following services as needed:~~

9.4.1 Banking Services

9.4.1.1 Bank Relationship Management.

9.4.1.2 Cash Management Services.

9.4.1.3 Merchant Card Services Management.

9.4.1.4 Armored Car Services.

9.4.2 Investment Services

9.4.2.1 Investment of all monies and provide an ~~Investment Policy Statement~~ (IPS) to be approved annually by ~~the Authority~~ AUTHORITY.

9.4.2.2 Monthly and/or quarterly reporting of investments as required by the IPS.

9.4.3 Fund Accounting and Bank Reconciliation Services-

9.5 Cost of Services:

9.5.1 Direct pass-through of actual costs for banking, merchant card, and armored car services on a monthly basis.

9.5.2 Monthly basis point charge for investment services, estimated monthly and reconciled annually, initially estimated at six (6) basis points of invested balances charged on a monthly/quarterly basis.

9.5.3 Fund Accounting and Bank reconciliation charges will be billed based on the CWCAP approved by the State for the prior fiscal year and based on actual staff time spent on IHSS activities.

~~Service Description Estimated Annual Cost~~

~~Banking costs \$ 0.00~~

<del>Investment Administrative Fee</del>	<del>\$250.00</del>
<del>Fund Acct/Bank Reconciliation costs</del>	<del>\$250.00</del>
<del>Total estimated costs</del>	<del>\$500.00</del>

<u>Service Description</u>	<u>Estimated Annual Cost</u>
<i>Investment Banking Costs</i>	<i>\$600</i>
<i>TOTAL</i>	<i>\$600</i>

9.6 Payment Process

Payment for Treasurer-Tax Collector services related to staff time shall be made via annual JV charging ~~the IHSS Public Authority~~ *AUTHORITY* Fund for the total amount specified in Subparagraph ~~9.5.39.5.3~~ along with other monthly/quarterly changes as incurred. Note that the investment administrative fee is reconciled to actual costs on an annual basis, with any adjustment by JV at that time.

10. FISCAL PROVISIONS

10.1 Funding

It is anticipated that *AUTHORITY* will be funded by State, federal, and ~~County~~ *COUNTY* monies based on the State-established IHSS cost sharing structure. This MOU contemplates that all payments to IHSS providers for hourly IHSS services will be issued by the State of California directly to ~~the~~ *IPs providers*, or as otherwise permitted by law, and all ~~workers'~~ *compensation Workers' Compensation* coverage for *IPs providers* shall be provided through the State of California. *COUNTY* will be billed by the State of California for *COUNTY* share *of cost* of the IHSS services according to the cost sharing structure.

10.1.1 *COUNTY*'s total financial obligation under this MOU shall be determined

annually during COUNTY's annual budget process.

10.1.2 The County Executive Officer, or ~~his/her~~ designee, acting in concert with SSA, shall provide a recommendation as to the sufficiency and level of IHSS funding, including, but not limited to, the level of State and County funds available to fund IHSS, including the amount and estimated duration of County General Funds to be available for allocation to IHSS.

10.1.3 AUTHORITY agrees that any funds appropriated by the State for wage increases for IHSS ~~IPs~~*providers* shall be used exclusively for that purpose.

10.2 Billing and Compensation for County Services

AUTHORITY shall compensate COUNTY (through preliminary estimate and final actual billing for full cost recovery) for all services provided to AUTHORITY by COUNTY departments or units as set forth in this MOU, *which includes SSA's administrative costs of ten percent (10%),* and at the rates or in the amounts as charged by COUNTY departments or units to each other unless otherwise established in this MOU. *SSA's administrative costs include overhead, salaries, employee benefits, and services and supplies.* Computation of charges and billing rates will be in the same manner as those charges and billing rates are computed for the same or similar services to COUNTY ~~Departments~~*departments* and other COUNTY funds and special districts. The method for computation shall be governed by all applicable State and federal laws and regulations, and in accordance with standard COUNTY policies and procedures for service charges and billings, as they currently exist or may be hereafter amended.

10.2.1 AUTHORITY shall compensate COUNTY for all services provided by

COUNTY to AUTHORITY within fifteen (15) calendar days of receipt of ~~COUNTY JV or other~~ billing. Billing may be through invoice, manual or automated JV, or any other fund transfer method mutually agreed upon and used in the normal course of business by COUNTY department providing the service to AUTHORITY.

10.2.2 All COUNTY departments providing services, space, supplies and equipment to AUTHORITY under this MOU shall submit payment demands or JV for such services to AUTHORITY on at least a quarterly basis, with the exception of the last quarter of each fiscal year. Estimated costs for the last quarter shall be submitted by June 17, annually, and followed-up with actual cost information by July 15, annually.

10.2.3 All payment demands or JV for services shall be limited to the maximum budgeted amount set forth for the applicable department in the annual budget adopted for AUTHORITY by its Governing Body.

10.2.4 AUTHORITY's Executive Director shall review and approve all payment demands ~~and JV for payment~~ for services or goods provided; within fifteen (15) calendar days of receipt of the payment demands ~~or JV~~. Until such time as AUTHORITY retains independent accounting services, approved payment demands shall be submitted to SSA/ Financial Services for processing the payment from AUTHORITY's account.

10.2.5 AUTHORITY shall pay any insurance premiums within fifteen (15) calendar days of receipt of an invoice, regardless of whether the insurance was procured through COUNTY's CEO/ Risk Management or independently by AUTHORITY.

10.3 Availability of Funds

10.3.1 Payment for all services provided under this MOU is contingent upon the availability of County, State, and federal funds for the purpose of providing IHSS.

10.3.2 AUTHORITY shall receive funding for administrative expenses through SSA and, until such time as AUTHORITY retains independent accounting services, such funding will be processed by SSA/ Financial Services through a separate account on behalf of AUTHORITY.

10.3.3 Operating funds for AUTHORITY shall be advanced in a manner mutually agreed upon between AUTHORITY’s Executive Director and COUNTY’s SSA Director, and/or ~~their~~ designee, and in accordance with COUNTY policy.

11. FACILITIES

11.1 It is mutually understood that AUTHORITY will provide services at the following facilities:

Central Office: Orange County IHSS Public Authority  
1505 E. Warner ~~Ave.~~ Avenue  
Santa Ana, CA -92705

11.2 ~~SSA and~~ AUTHORITY ~~and COUNTY~~ may mutually agree in writing to add, change, modify, or delete facility location(s), as necessary, to best serve the needs of ~~COUNTY~~SSA and ~~clients~~RECIPIENTS to be served under this MOU.

11.3 Home based services will be provided in the IHSS ~~recipient’s~~RECIPIENTS home.

12. USE OF ~~COUNTY~~SSA PROPERTY

12.1 ~~SSA intends to permit AUTHORITY the rent-free use of office space, office~~

*furniture, and office equipment located in any and all offices and SSA facilities at which* AUTHORITY shall be ~~co-located~~*collocated* with COUNTYSSA staff, ~~at a COUNTY facility, to provide services under~~*pursuant to* this MOU.

12.2 AUTHORITY is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTYSSA facilities. COUNTYSSA, may, ~~in~~*at* its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to AUTHORITY.

12.3 *COUNTY*Use of SSA Computer Equipment

~~12.3~~ SSA intends to permit AUTHORITY the use of computer equipment provided by COUNTY. ~~Said computer equipment shall be used solely by employees of SSA which will remain the property of SSA. AUTHORITY while performing their assigned duties pursuant to this MOU is responsible for any costs associated with any one-time equipment purchases and for the purposes of performing their assigned duties pursuant to this MOU. All computer refresh outside of SSA's OCIT equipment shall remain the property of COUNTY. refresh schedule.~~ AUTHORITY shall ensure that each of its employees, volunteers, consultants, or agents that have access to COUNTYSSA facilities and/or data contained in COUNTY'sSSA's Computer Information System, completes ~~information~~*COUNTY Cybersecurity Information Technology* security and computer usage training provided by COUNTYSSA, signs and adheres to the provisions *as they currently exist and as they may be hereafter amended in Exhibit*Attachment A to this MOU, and signs and adheres to any subsequent agreements required by *State or* federal ~~or State~~ laws or regulations.

AUTHORITY’s failure to have all AUTHORITY employees that have access to COUNTY’s SSA’s facilities and/or data execute the agreements and/or complete the training shall constitute a breach violation of this MOU.

13. NON-DISCRIMINATION

13.1 In the performance of this MOU, AUTHORITY agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

13.2 AUTHORITY shall furnish any and all information requested by COUNTY and shall permit COUNTY access, during business hours, to books, records, and accounts in order to ascertain AUTHORITY’s compliance with Paragraph 13.12 et seq.

13.3 Non-Discrimination in Employment

13.3.1 All solicitations or advertisements for employees placed by or on behalf of AUTHORITY shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran



status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

13.3.2 AUTHORITY shall refer any and all employees desirous of filing a formal discrimination complaint to:

~~California Department~~County of ~~Fair~~Orange Equal Employment Opportunity (EEO) Access Office

~~2218 Kausen~~400 W. Civic Center Drive, ~~Suite 100~~

~~Elk Grove~~Santa Ana, CA ~~95758~~92701

~~Telephone: (800) 884-1684~~

~~(800) 700-2320 (TTY)~~

*EEO Compliance Hotline: (855) 387-4432*

13.4 Non-Discrimination in Service Delivery

13.4.1 AUTHORITY shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-

7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. AUTHORITY shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS), Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code (WIC) Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph ~~13.13~~ et seq.

13.4.2 AUTHORITY shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

13.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”  
(PUB 13)

13.4.2.2 Discrimination Complaint Form

13.4.2.3 Civil Rights Contacts

County Civil Rights Contact

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

14. SUBCONTRACTS

14.1 AUTHORITY shall not subcontract for services under this MOU without the prior ~~written consent~~*concurrence* of ~~COUNTY~~*SSA*. If ~~COUNTY consents in writing to a subcontract~~*SSA concurs*, in no event shall the subcontract alter, in any way, any legal responsibility of AUTHORITY ~~to COUNTY~~. All subcontracts must be in writing and copies of same shall be provided to ~~COUNTY, SSA~~, *upon request, and* AUTHORITY shall include in each subcontract any provision ~~COUNTY~~*SSA* may require.

14.2 Subcontracts of \$50,000 or less:

AUTHORITY shall ~~develop~~*utilize* a standard form Purchase Order, ~~subject to prior written approval of COUNTY, to be utilized~~ for the purchase of services by AUTHORITY when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this MOU. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

14.3 Subcontracts in excess of \$50,000:

*14.3.1* AUTHORITY shall ~~develop and submit for approval to COUNTY~~*utilize* a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this MOU. AUTHORITY's ~~proposed~~ procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to AUTHORITY; planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

~~14.4 Upon COUNTY's approval of AUTHORITY's proposed procurement system, AUTHORITY shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this MOU.~~

~~14.5~~14.3.2 AUTHORITY and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of COUNTYSSA, and to the examination and audit by COUNTYSSA or designee, for a period of five (5) years, or until any pending audit is completed.

15. CONFIDENTIALITY

15.1 COUNTYSSA and AUTHORITY agree to maintain confidentiality of all records pursuant to WIC Sections ~~827 and~~ 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

15.2 All records and information concerning any and all persons referred to AUTHORITY by COUNTYSSA or COUNTY'sSSA's designee shall be considered and kept confidential by AUTHORITY ~~and AUTHORITY's,~~ AUTHORITY's employees, agents, subcontractors, and all other individuals performing services under this MOU. AUTHORITY shall require all of its employees, agents, subcontractors, and all other individuals performing services under this MOU to sign an agreement with AUTHORITY before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.

15.3 AUTHORITY shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said California state law may be guilty of

a crime.

15.4 AUTHORITY agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

16. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

16.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

16.2 AUTHORITY may develop and publish information related to this MOU where all of the following conditions are satisfied:

16.2.1 COUNTY provides its written approval of the content and publication of the information at least thirty (30) days prior to AUTHORITY publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

16.2.2 Unless directed otherwise by COUNTY, the information includes a statement that the program, wholly or in part, is funded through ~~County~~COUNTY, State and Federal Government funds;

16.2.3 The information does not give the appearance that ~~the~~ COUNTY, its officers, employees, or agencies endorse:

16.2.3.1 any commercial product or service; and,

16.2.3.2 any product or service provided by AUTHORITY, unless approved in writing by COUNTY; and

16.2.4 If AUTHORITY uses social media (such as Facebook, Twitter, YouTube,

or other publicly available social media sites) to publish information related to this MOU, AUTHORITY shall develop social media policies and procedures and have them available to ~~the~~COUNTY. AUTHORITY shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

17. INDEMNIFICATION

17.1 AUTHORITY agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (‘COUNTY INDEMNITEES’) harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by AUTHORITY pursuant to this MOU. If judgment is entered against AUTHORITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, AUTHORITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

18. SECURITY

18.1 Security Requirements

18.1.1 AUTHORITY agrees to maintain the confidentiality of all ~~COUNTY~~SSA

and COUNTYSSA-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. AUTHORITY represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTYSSA data, and to protect against unauthorized physical or electronic access to or use of COUNTYSSA data. Such safeguards and controls shall include at a minimum:

- 18.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.
- 18.1.1.2 Control of access to physical and electronic records to ensure COUNTYSSA data is accessed only by individuals with a need to know for the delivery of MOU services.
- 18.1.1.3 Control to prevent unauthorized access and to prevent AUTHORITY employees from providing COUNTYSSA data to unauthorized individuals.
- 18.1.1.4 Firewall protection.
- 18.1.1.5 Use of encryption methods of electronic COUNTYSSA data while in transit from AUTHORITY networks to external networks, when applicable.
- 18.1.1.6 Measures to securely store all COUNTYSSA data, including,



but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTYSSA data shall not be altered or corrupted without COUNTY'sSSA's prior written consent. AUTHORITY further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

18.2 Security Breach Notification

18.2.1 AUTHORITY shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance AUTHORITY experiences or learns of that either compromises or could reasonably be expected to comprise COUNTYSSA data through unauthorized use, disclosure, or acquisition of COUNTYSSA data ("Security Breach"), AUTHORITY shall immediately notify COUNTYSSA of its discovery. After such notification, AUTHORITY shall, at its own expense, immediately will:

18.2.1.1 Investigate to determine the nature and extent of the Security Breach.

18.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

18.2.1.3 Report to COUNTYSSA the nature of the Security Breach, the

COUNTYSSA data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what AUTHORITY has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action AUTHORITY has taken or will take to prevent future similar unauthorized use or disclosure.

~~18.2.2~~18.3 The COUNTY, at its sole discretionSSA and AUTHORITY will collaborate to determine, on a case-by-case basis, will determine what actions are necessary in response to thea Security Breach and who will perform these actions. Actions may include; but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines AUTHORITY will conduct additional action(s), AUTHORITY shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, AUTHORITY shall reimburse COUNTY for costs associated to legally required actions. and credit monitoring.

19. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

AUTHORITY shall report to COUNTYSSA, in writing within twenty-four (24) hours of occurrence, the following:

19.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against AUTHORITY and/or COUNTY.

19.2 Any third party claim or lawsuit filed against AUTHORITYCOUNTY arising

from or relating to services performed by AUTHORITY under this MOU.

19.3 Any injury to an employee of AUTHORITY that occurs on COUNTYSSA property.

19.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTYSSA property, monies, or securities entrusted to AUTHORITY under the term of this MOU.

20. RECORDS

20.1 ~~Recipient~~RECIPIENT Records:

20.1.1 AUTHORITY shall prepare and maintain accurate and complete records of ~~recipients~~RECIPIENTS served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTYSSA.

20.1.2 AUTHORITY shall keep all COUNTYSSA data provided to AUTHORITY during the term(s) of this ~~for a minimum of five (5) years from the date of final payment under this MOU or until all pending in compliance with~~ COUNTY, ~~State,~~ and ~~federal audits are completed, whichever is later.~~ TheseSSA records ~~shall be stored in Orange County, unless AUTHORITY requests~~management policies and COUNTY provides ~~written approval for the right to store the records in another county.~~schedules. Notwithstanding anything to the contrary, upon termination of this MOU, AUTHORITY shall relinquish control with respect to COUNTYSSA data to COUNTYSSA, in accordance with Subparagraph ~~29.4.28.1.~~

20.2 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

21. PERSONNEL DISCLOSURE

21.1 This Paragraph ~~2221~~ applies to all of AUTHORITY’s personnel providing services through this MOU, paid and unpaid (herein referred to as “Personnel”).

21.2 AUTHORITY shall make available to COUNTY a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ~~COUNTY~~ in writing, along with a copy of a résumé and/or job application. The list shall include:

21.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

21.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

21.2.3 The professional degree, if applicable, and experience required for each position; and

21.2.4 The language skill, if applicable, for all Personnel.

21.3 Where authorized by law, and in a manner consistent with California Government Code §12952, AUTHORITY shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for

termination from the performance of services under this MOU.

- 21.4 Where authorized by law, AUTHORITY shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this MOU: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan’s Law Sex Offender Registry (www.meganslaw.ca.gov).
- 21.5 Where authorized by law, AUTHORITY shall conduct, at no cost to COUNTY, criminal record background checks on all Personnel who will have direct, interactive contact with clients served through this MOU. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this MOU.
- 21.6 AUTHORITY shall ensure that clearances and background checks described in Subparagraphs 21.4 and 21.5 are completed prior to AUTHORITY’s Personnel providing services under this MOU.
- 21.7 In the event a record is revealed through the processes described in Subparagraphs 21.4 and 21.5, COUNTY will be available to consult with AUTHORITY on appropriateness of Personnel providing services through this MOU.
- 21.8 AUTHORITY warrants that all Personnel assigned by AUTHORITY to provide services under this MOU have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this MOU. AUTHORITY shall maintain

records of background investigations and reference checks undertaken and coordinated by AUTHORITY for Personnel assigned to provide services under this MOU, for a minimum of five (5) years from the date of final payment under this MOU, or until all pending ~~COUNTY~~County, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

21.9 AUTHORITY shall immediately notify COUNTY concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this MOU, when such information becomes known to AUTHORITY. ~~COUNTY~~, in its sole discretion, may determine whether such Personnel may continue to provide services under this MOU and shall provide notice of such determination to AUTHORITY in writing. AUTHORITY's failure to comply with COUNTY's decision shall be deemed a material breach of this MOU.

21.10 COUNTY has the right to approve or disapprove all of AUTHORITY's Personnel performing work hereunder, and any proposed changes in AUTHORITY's Personnel.

21.11 COUNTY shall have the right to require AUTHORITY to remove any Personnel from the performance of services under this MOU. At the request of COUNTY, AUTHORITY shall immediately replace said Personnel.

21.12 AUTHORITY shall notify COUNTY immediately when Personnel is terminated for cause from working on this MOU.

21.13 Disqualification, if any, of AUTHORITY Personnel, pursuant to this Paragraph ~~2122~~, shall not relieve AUTHORITY of its obligation to complete all work in accordance with the terms and conditions of this MOU.

22. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

AUTHORITY shall establish a procedure acceptable to COUNTY to ensure that all employees, agents, subcontractors, and all other individuals performing services under this MOU report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. AUTHORITY shall require such employees, agents, subcontractors, and all other individuals performing services under this MOU to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

23. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

AUTHORITY shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The information shall be posted in all reception areas where ~~clients~~ *RECIPIENTS* are served.

24. NOTICES

*24.1* All notices, requests, claims, correspondence, reports, statements authorized or required by this MOU, and/or other communications ~~shall, may~~ be ~~addressed as follows:~~

*communicated through COUNTY email systems and/or via U.S. Mail to the following addresses:*

SSA: County of Orange Social Services Agency  
Contracts ~~and Procurement~~ Services  
500 N. State College Blvd, Suite #100  
Orange, CA 92868

AUTHORITY: Orange County IHSS Public Authority  
Attn: ~~-Executive Director~~  
1505 E. Warner ~~Ave.~~ Avenue  
Santa Ana, CA 92705

24.2 All notices shall be deemed effective when *provided* in writing ~~and deposited in the United States mail, first class, postage prepaid and addressed as above.~~ Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized, *either through email* or ~~required by this MOU, addressed in any other fashion shall be deemed not given~~ *U.S. Mail*. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

25. RESOLUTION OF CONFLICTS

25.1 *COUNTY ordinances, regulations, policies, directives, or any other rules (“COUNTY Rules”) shall govern this agreement. If this MOU conflicts with any COUNTY Rules, then the COUNTY Rules shall govern. Both Parties shall seek a resolution of any conflicts for the betterment of the COUNTY as a whole.*

25.2 For resolution of conflicts between ~~COUNTY~~ SSA and AUTHORITY in ~~regards~~ *regard* to the provisions of this MOU, the following shall apply:



Step 1: Conference between the ~~CalWORKs recipient's Case~~ *IHSS Administrator/Manager* and ~~the AUTHORITY Director of Corps-Member Development~~ *Program Manager*.

Step 2: Conference between the ~~COUNTY Welfare To Work~~ *SSA IHSS Program Manager* and/or Deputy Director, or designee, and the ~~AUTHORITY~~ *Executive* Director of ~~Corps-Member Development~~ *AUTHORITY*.

Step 3: Conference between the ~~COUNTY~~ *SSA* Director of Family Self-Sufficiency *and Adult Services*, or designee, and the Executive Director of AUTHORITY.

~~Nothing in this Paragraph limits the rights of the parties under Paragraph 29.~~

26. CONFLICT OF INTEREST

AUTHORITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of ~~the County~~ *COUNTY*. This obligation shall apply to AUTHORITY; ~~the~~ AUTHORITY's employees, agents, and subcontractors associated with accomplishing work and services hereunder. AUTHORITY's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence ~~County~~ *COUNTY* staff or elected officers from acting in the best interests of ~~the County~~ *COUNTY*.

27. POLITICAL ACTIVITY

AUTHORITY agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

28. TERMINATION

~~28.1 COUNTY may terminate this MOU without penalty, immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of AUTHORITY, discontinuance of the services for reasons within AUTHORITY's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU.~~

~~28.2~~ *28.1* For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of Any termination of this MOU ("Transition Period"), AUTHORITY agrees to cooperate with COUNTY in *shall be done in a manner to better COUNTY, including providing as much advance notice as possible of the termination and* the orderly transfer of service responsibilities, case records, and pertinent documents. The AUTHORITY ~~shall~~ also *shall* assist COUNTY in the orderly transfer of AUTHORITY's Capital Equipment and fixed assets to COUNTY or other entity. Capital Equipment shall be defined as any equipment with a single unit cost of at least five thousand dollars (\$5,000), including sales

~~tax. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. AUTHORITY also shall assist COUNTYSSA in extracting and/or transitioning all data in the format determined by COUNTYSSA.~~

~~28.3~~28.2 In the event of termination of this MOU, cessation of business by AUTHORITY; or any other event preventing AUTHORITY from continuing to provide services, AUTHORITY shall not withhold the COUNTYSSA data or refuse for any reason, to promptly provide to COUNTYSSA the COUNTYSSA data, if requested to do so on such media as reasonably requested by COUNTYSSA, even if COUNTYAUTHORITY is then or is alleged to be in ~~breach~~violation of this MOU.

~~28.4~~The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY's Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.

~~28.5~~28.3 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or ~~unenforceable~~enforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

29. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. ~~AUTHORITY represents~~*The Parties represent* and ~~warrants~~*warrant* that the person executing this MOU on behalf of and for ~~AUTHORITY~~*their respective agency* is an authorized agent who has actual authority to bind ~~AUTHORITY~~*the agency* to each and every term, condition and obligation of this MOU and that all requirements of ~~AUTHORITY~~*the agency* have been fulfilled to provide such actual authority.

30. GENERAL PROVISIONS

~~30.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of AUTHORITY's agents or employees.~~

~~30.2~~*30.1* This MOU represents the entire understanding of the Parties with respect to the subject matter. ~~No~~*In the event modifications or directives are issued by the Orange County Board of Supervisors or the Chief Executive Office that impact the provisions of this MOU, such modifications or directives shall immediately be incorporated into this MOU without further amendment by AUTHORITY or SSA. No other* change, modification, extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

~~30.3 This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive~~

~~venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.~~

~~30.4 AUTHORITY warrants that it and its Personnel, described in Paragraph 22 of this MOU, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. AUTHORITY must notify COUNTY within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).~~

~~30.5 In the performance of this MOU, AUTHORITY shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.~~

~~30.6 In the performance of this MOU, AUTHORITY may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.~~

30.2 The various headings, numbers, and organization herein are for the purpose of

convenience only and shall not limit or otherwise affect the meaning of this MOU.

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~~(5.01.20)~~

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*February 6, 2023*

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

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

~~Chairwoman~~ *Chairman* of the Board of Supervisors  
County of Orange, California  
"COUNTY"

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

~~Chairwoman~~ *Chairman*, Governing Body  
"AUTHORITY"

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS MOU HAS BEEN DELIVERED TO THE ~~CHAIR~~*CHAIR* OF THE BOARD AND AUTHORITY PER G.C. SEC. 25103, RESO 79-1535  
ATTEST:

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

Approved As To Form  
~~SSA~~*County* Counsel  
County of Orange, California

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

Deputy

Dated: \_\_\_\_\_

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\_\_\_\_\_ ~~(5.01.20)~~

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*February 6, 2023*