

MEMORANDUM OF UNDERSTANDING
between
SANTA BARBARA COUNTY DEPARTMENT OF SOCIAL SERVICES
and
SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT

This Memorandum of Understanding (hereinafter referred to as "MOU") is hereby entered into between the County of Santa Barbara Department of Social Services (hereinafter referred to as "DSS") & The County of Santa Barbara Public Health Department (hereinafter referred to as "PHD") as a result of the DSS receiving Housing for the Harvest (H4H) program funding made available to County Welfare Departments via Assembly Bill 85. The purpose of the H4H expansion is to support wraparound services and financial assistance for agricultural and food processing workers exposed to COVID-19, and to prevent further spread in communities already disproportionately impacted by COVID-19. It is the general purpose of this MOU to describe services to be rendered between DSS and PHD and to outline the responsibilities of each party.

I. PURPOSE

The purpose of this MOU is to establish a collaboration to address the H4H expansion to support wraparound services and financial assistance for agricultural and food processing workers who have tested positive for or have been exposed to COVID-19 so that they may isolate or quarantine, and to prevent further spread in communities already disproportionately impacted by COVID-19 in Santa Barbara County.

DSS shall serve as a pass-through of funding to the PHD, the county sponsor. These expanded funds shall be utilized by PHD to offer eligible agricultural workers support services from the point of outreach engagement through their quarantine at designated hotels or at home.

II. DESIGNATED REPRESENTATIVES

- A. DSS:
Maria Gardner, Deputy Director
Economic Assistance & Employment Services
2125 S. Centerpointe Parkway
Santa Maria, CA 93454
(805)346-8289
m.gardner@sbcsocialserv.org

- B. PHD
Suzanne Jacobson, Deputy Director
County of Santa Barbara Public Health Department
300 N. San Antonio Road
Santa Barbara, CA 93110
(805)681-5183
Suzanne.Jacobson@sbcphd.org

III. RESPONSIBILITIES OF DSS

- A. Will submit program application and plan to CDSS.
- B. Will receive invoices from the PHD for the H4H program and claim these invoices, up to the allocation amount, to the California Department of Social Services (CDSS).
- C. Will transfer revenues received from CDSS for the H4H program to the PHD in a timely manner.

IV. RESPONSIBILITIES OF PHD

- A. Maintain oversight of program services.
- B. Monitor and ensure program outcomes are met.
- C. Submit timely invoices to DSS for the purposes of claiming allowable expenditures.
- D. Track and monitor expenditures for the H4H program against funding rules and allocation caps to ensure compliance with all funding rules and regulations.
- E. Be familiar with H4H rules and regulations, and ensure all activities and costs are allowable and in-line with program's goals and expectations.
- F. PHD shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of PHD's profession and shall maintain such records for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting principles. DSS or CDSS shall have the right to audit and review all such documents and records at any time during PHD's regular business hours or upon reasonable notice.

- G. PHD will be responsible for all audit exceptions including the repayment of all disallowed costs or costs above and beyond funding caps.

V. FISCAL PROVISIONS/BILLING

DSS as the pass through agency will submit the invoice to the CDSS for reimbursement or cash advance, or to document expenditures of funds that have previously been advanced based on the invoice received from PHD.

The maximum pass through allocation that DSS can claim from CDSS on behalf of PHD under this MOU shall be the incurred allowable costs not to exceed the total allocation amount received for the H4H program by CDSS.

PHD as the sponsor over the local administrator will be responsible for the expending of allowable costs for the H4H program consisting of wraparound services, financial assistance, operational expenses and/or indirect costs and submit the invoice to DSS with supporting documentation as follows:

- An invoice utilizing the form developed by CDSS (see Attachment A).
- Supporting documentation consisting of a statement for all charges should be kept by PHD for costs included in the invoice.

All invoices must be submitted to DSS no later than fifteen (15) days after the end of the month or after termination of this MOU.

Upon receipt of reimbursement from CDSS, DSS will prepare the Journal Entry to transfer the reimbursement received to Suzanne Jacobson or designee of PHD.

PHD will authorize the journal entry and submit to the Auditor-Controller's office via the on-line County system for posting and payment or transfer of funds from DSS to PHD.

The funds available for the H4H program expansion described in this letter are one-time funds and must be used for services delivered by June 30, 2021.

VI. CONFIDENTIALITY

Each party has a legal obligation to protect confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. This information includes but is not limited to client's name, address, social security number, date of birth, driver's license number, identification number, or any other information that

identifies the individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOU shall keep all confidential information exchanged between them in the strictest confidence, in accordance with all Federal and State laws and regulations.

VII. INDEPENDENT CAPACITY

It is understood that DSS and PHD are independent agencies and that no employer-employee relationship exists between the parties hereto. This MOU is not intended to and shall not be construed to create the relationship of the agent, officer, employee, partnership, joint venture, or association between DSS and PHD.

VIII. DISPUTES

If a dispute arises from this MOU involving interpretation, implementation or conflict of policy or procedures, the parties shall meet to resolve the problem within applicable laws, governing policies and state/federal laws. To the extent possible, both parties shall ensure that any dispute will not disrupt the delivery of services.

IX. TERM AND AMENDMENTS

- a. The term of this MOU shall be effective from March 1, 2021 through June 30, 2021.
- b. This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter herein and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed superseded by this MOU.
- c. No verbal commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of the MOU.
- d. This MOU may be amended or modified at the written request of either party and upon written agreement of both parties.

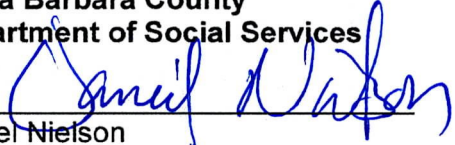
For notices pursuant to this MOU:

To DSS: Emma Duncan, Contracts Coordinator
2125 S. Centerpointe Parkway
Santa Maria, CA 93455
(805) 346-7294
e.duncan@sbcsocialserv.org

To PHD: Suzanne Jacobson, Deputy Director
County of Santa Barbara Public Health
Department
300 N. San Antonio Road
Santa Barbara, CA 93110
(805)681-5183
Suzanne.Jacobson@sbcphd.org


In witness thereof, the parties hereto have caused this Memorandum of Understanding to be executed on the day and year written below.

**Santa Barbara County
Department of Social Services**



Daniel Nielson
Director

**Santa Barbara County
PHD Department**



Van Do-Reynoso
Director

Date: _____

4-19-2021

Date: _____

4/16/2021

**Attachment A
Housing for the Harvest Expansion Invoice**

**HOUSING FOR THE HARVEST EXPANSION
(Disaster Response Emergency Operations Account Funding)**

**REIMBURSEMENT REQUEST / CASH ADVANCE REQUEST /
INVOICE FOR ADVANCED FUNDS**

County Name:	<input type="text"/>	Month/Year:	<input type="text"/>
Contact Name:	<input type="text"/>	Address:	<input type="text"/>
Telephone No:	<input type="text"/>		<input type="text"/>
Email:	<input type="text"/>		<input type="text"/>

Select one request type below:

- | | |
|--|---|
| <input type="checkbox"/> Reimbursement Request
(Complete Section 1) | <input type="checkbox"/> Cash Advance Request
(Complete Section 2) |
| <input type="checkbox"/> Regular 30-Day | <input type="checkbox"/> Invoice for Advanced Funds
(Complete Section 1) – non-reimbursement |
| <input type="checkbox"/> 3-Day Expedite | |

Section 1: Reimbursement Request and Invoice for Advanced Funds		
Description of Services and/or Items	Cost	Individuals Served During Invoice Period (Number of Individuals who were served with these Expenditures)
1. Wraparound Services for Individuals in Hotels <i>Defined in ACWDL dated March 1, 2021</i>		[Unduplicated total individuals served in H4H Hotels]
2. Wraparound Services for Individuals at Home <i>Defined in ACWDL dated March 1, 2021</i>		[Unduplicated total individuals served at home]
3. Total Individuals provided Financial Assistance (combined totals of a and b)	\$ 0.00	[Unduplicated total individuals served with financial assistance]
<i>a. Individuals in hotels (\$1000)</i>		[Unduplicated total individuals served]
<i>b. Individuals at home (\$500)</i>		[Unduplicated total individuals served]
4. Administrative/Operational Costs Associated <i>(county and/or subcontractor staff time, data entry, operational expenses, etc.) Defined in ACWDL dated March 1, 2021</i>		
Total	\$ 0.00	[Unduplicated total individuals served]

Section 2: Cash Advance Requests Only	
Purpose (specify if for wraparound services and/or financial assistance, a Administrative costs, or both):	<input type="text"/>
Cash Advance Requested: (Maximum allowed – 25% of allocation)	<input type="text"/>
Expense Period:	<input type="text"/>

COUNTY CERTIFICATION

I hereby certify under penalty of perjury, that I am the Official in aforesaid county responsible for the examination and settlement of accounts; that I have not violated any provisions of Sections 1090 to 1096, inclusive, of the Government Code; that the amounts reported herein have been expended and are properly chargeable as expenditures for administration of the Welfare programs in accordance with all provisions of the Welfare and Institutions Code and the rules and regulations of the California Department of Social Services (CDSS).

If Cash Advance is requested: I agree to submit an invoice to report actual expenditures of advanced funds due by the last business day of the following month in which the costs were incurred. Also, I agree to return to CDSS any advanced funds which are not offset by a CDSS approved reimbursement, or which exceed the amount to which this agency becomes entitled, by August 13, 2021.

SIGNATURE OF COUNTY AUDITOR

SIGNATURE OF COUNTY WELFARE DIRECTOR

DATE

DATE