

MEMORANDUM OF UNDERSTANDING #9055

between

COUNTY OF EL DORADO CHIEF ADMINISTRATIVE OFFICE

and

COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY

American Rescue Plan Act (ARPA) Funding Transfer for General Assistance Program

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the County of El Dorado Chief Administrative Office (hereinafter referred to as “CAO”), and the County of El Dorado Health and Human Services Agency (hereinafter referred to as “HHSa”); (both agencies hereinafter referred to as “Departments”);

R E C I T A L S

WHEREAS, HHSa and CAO are both agencies of the County of El Dorado (“County”) and are overseen by the County Board of Supervisors;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, which allocated \$1.9 trillion to assist in the recovery from the impacts of the COVID-19 pandemic;

WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act, delivers \$350 billion to state, territorial, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency;

WHEREAS, County has been provided a direct allocation of \$37.46 million in ARPA funds and the CAO has received County Board of Supervisor approval to allocate ARPA funding in a manner that is consistent with the County’s Strategic Plan goals and priorities;

WHEREAS, in accordance with California Welfare and Institutions Code (WIC) Subsection 17000, County provides a General Assistance Program to relieve and support indigent persons and those incapacitated by age, disease, or accident, when such persons are not supported and relieved by their relatives or friends, by their own means, or by state hospitals or other state or private institutions;

WHEREAS, pursuant to El Dorado County Ordinance Chapter 8.84 relative to General Relief Regulations, HHSa administers the County's General Assistance Program, in which HHSa provides relief and support to eligible indigent adults;

WHEREAS, County's General Assistance Program has four components of assistance to include non-residents needing transportation to return to their place of residence, disabled adults who need support until their benefits are awarded, unemployed individuals, and mortuary and burial services for the indigent;

WHEREAS, the Board has selected to reimburse HHSA for General Assistance Program increased or expanded costs incurred, in comparison to the County established pre-pandemic baseline for such costs, for the provision of Household Assistance to eligible County clients or contractors that provide services to County clients, for client assistance with employment, State and Federal benefit applications, local assistance, referrals to assistance and information for day-to-day living, and multiple other necessary services;

WHEREAS, this MOU outlines the CAO's obligation of ARPA funding through a reimbursement basis to HHSA for increased or expanded costs related to its General Assistance Program;

WHEREAS, it is the intent of the Departments hereto that such services be in conformity with all applicable Federal, State, and local laws;

NOW THEREFORE, the Departments hereto mutually agree as follows:

ARTICLE I

Purpose of this MOU: Pursuant to the regulations set forth by the United States Department of the Treasury (Treasury Department) through the SLFRF rule, the purpose of this MOU is to outline the County's obligation of ARPA funds to HHSA for reimbursement for increased General Assistance costs as compared to the pre-pandemic baseline from County allocated ARPA funds. Through this MOU, County is obligating ARPA funding to HHSA for reimbursement for HHSA Social Services and Administration Divisions for General Assistance costs that exceed the pre-pandemic baseline established for General Assistance. This MOU outlines the reimbursement process HHSA agrees to adhere to and sets forth the role and responsibilities of the Departments.

A. CAO Responsibilities:

CAO agrees to reimburse HHSA with a portion of ARPA funding, up to the amount indicated in the Article titled "Maximum Obligation" to help HHSA Social Services and Administration Divisions offset costs of General Assistance program expenses that increased or expanded General Assistance costs as compared to the ARPA pre-pandemic baseline established for General Assistance, as defined in the below programs:

1. Household Assistance: Rent, Mortgage, and Utility Aid – payments are made to HHSA vendors on the Client's behalf; and
2. Household Assistance: Cash Transfers – payments are made directly to the Client for food and personal need costs.

B. HHSA Responsibilities:

1. HHSA will provide an increased level of GA services to County indigent residents in response to the Coronavirus (COVID-19) pandemic.
2. HHSA, as the administrator of the County General Assistance ("GA") Program will follow all General Relief Regulations in accordance with El Dorado County Ordinance ("EDC Ordinance") Chapter 8.84, Sections 8.84.210 through 8.84.340, and is responsible for determining eligibility and payments as follows:
 - a) Screen applicants for eligibility for County GA;
 - b) Determine funding eligibility based on EDC Ordinance Chapter 8.84, Section 8.84.280. – Income and Section 8.84.410, Need determination, Section 8.84.440, Standard of aid, and Section 8.84.450, In-kind values, general;

- c) Provide monthly cash payments directly to eligible clients for personal need items or other necessities of life (I.e., food and personal need items) which cannot be made by vendor payments in accordance with EDC Ordinance Chapter 8.84, Section 8.84.420 – Method of payment;
 - d) Provide monthly payments to County GA Program vendors or contractors on the clients’ behalf, who provide GA assistance to County clients for their necessities of life, which includes but may not be limited to:
 - i. Household Assistance, such as Housing/Motel vouchers, Rent, Mortgage, and Utility assistance;
 - ii. Transportation, to assist non-residents needing transportation to return to their place of residence;
 - iii. Disabled Individuals, who need temporary financial support until their disability benefits are awarded;
 - iv. Individuals without jobs, who need temporary financial support until they obtain employment or other assistance from public programs; and
 - v. Mortuary and burial services for indigent County residents.
3. HHSA will obtain “agreements to reimburse County” from all persons found eligible to receive GA and will not provide GA payments to any client until they have signed the agreement.
 4. HHSA will monitor all recipients use of GA to ensure compliance and will ensure that any recipient who does not participate in required self-sufficiency activities, or misuses or practices any fraudulent GA actions will be deemed ineligible for GA.
 5. HHSA will ensure that all ARPA funds provided pursuant to this MOU are for reimbursement of cost expansion and increases in the General Assistance Program attributable to the pandemic, as determined by comparison to the Housing Assistance pre-pandemic baseline.
 6. HHSA agrees to comply with the Treasury Department and other federal agencies regarding reporting of the uses of ARPA funds. Such reporting may include, but is not limited to the following reports:
 - a) Maintaining General ledger and subsidiary ledgers used to account for: (a) the receipt of ARPA payments to its contractors; and (b) the disbursements from such payments to Clients directly to meet the eligible expenses related to the public health emergency due to COVID-19;
 - b) Expenditure records related to ARPA funds expended on General Assistance Program Housing Assistance;
 - c) Contracts and subcontracts entered into using ARPA Housing Assistance payments;
 - d) Grant agreement and grant subaward agreements entered into using ARPA Housing Assistance payments.
 7. Records Retention: HHSA will maintain records for a period of five (5) years after final payment is made using ARPA funding provided through this MOU. These record retention requirements are applicable to HHSA contractors and grantees that received transfers of ARPA payments through this MOU.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall cover the period of March 3, 2021, through December 31, 2026.

ARTICLE III

Compensation for Services: For services provided herein, CAO payments will be made to HHSA via journal entry for recoupment of funds identifying General Assistance Housing Assistance services rendered.

- A. **Payment:** CAO will provide reimbursement to HHSA for the increase in General Assistance costs as compared to the pre-pandemic baseline from ARPA funds. Such General Assistance costs will be billed to the County's Department 15, up to the full amount listed in ARTICLE III, Compensation for Services, based on actual costs incurred in excess of the pre-pandemic baseline.
- B. **Invoices:** HHSA shall complete and submit an invoice for General Assistance reimbursement and provide any supporting documentation to CAO no later than twenty (20) days following the end of a service quarter. For billing purposes, a "service quarter" shall be defined as a calendar quarter, which is a three-month period beginning July 1 through September 30.

ARTICLE IV

Maximum Obligation: The maximum obligation for reimbursement provided under this MOU shall not exceed \$1,180,091.

ARTICLE V

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Confidentiality: HHSA shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this MOU. This confidentiality provision shall survive after the expiration or earlier termination of this MOU.

ARTICLE VII

Termination and Cancellation:

Ceasing Performance: Either party may terminate this MOU in the event the other party ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar

days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to HHSA shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Notices to CAO shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
Attn: Emma Owens
emma.owens@edcgov.us

or to such other location or email as HHSA or the CAO directs.

ARTICLE IX

Waiver: No failure on the part of the Departments to exercise any rights under this MOU, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE X

Licenses: HHSA hereby represents and warrants that HHSA and any of its subcontractors providing services pursuant to this this MOU has all the applicable licenses, permits, and certifications that are legally required for HHSA and its subcontractors to practice its profession or provide the services or work contemplated under this MOU in the State of California. HHSA and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this MOU.

ARTICLE XI

Contract Administrator: The HHSA County Officer or employee with responsibility for administering this Agreement is Timalynn Jaynes, Assistant Director of Human Services, Health and Human Services Agency (HHSA), or successor. The CAO County Officer or employee with responsibility for administering this Agreement is Emma Owens, Principal Management Analyst, Chief Administrative Office, County of El Dorado, or successor.

In the instance where the named Contract Administrators no longer holds this title with HHSA or CAO and a successor is pending, or Departments have to temporarily delegate this authority, Departments' Contract Administrator's Supervisor shall designate a representative to temporarily act

as the primary Contract Administrator of this Agreement and Department shall provide the other party with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XII

Authorized Signatures: Departments to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIII

Electronic Signatures: Departments agree that the electronic signatures, whether digital or encrypted, of the parties included in this MOU, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XIV

Partial Invalidity: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XV

California Forum and Law: Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XVI

No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this MOU.


ARTICLE XVII

Counterparts: This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU.


ARTICLE XVIII

Entire MOU: This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
[Timalynn Jaynes \(Sep 26, 2024 09:45 PDT\)](#)
Timalynn Jaynes
Assistant Director of Human Services
Health and Human Services Agency

Dated: 09/26/2024

By: 
[Emma Owens \(Sep 26, 2024 10:30 PDT\)](#)
Emma Owens
Principal Management Analyst
Chief Administrative Office

Dated: 09/26/2024

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO CHIEF ADMINISTRATIVE OFFICE --

By: *Tiffany A Schmid*
Tiffany A Schmid (Sep 27, 2024 08:11 PDT) Dated: 09/27/2024

Tiffany Schmid
Chief Administrative Officer
"CAO"

**-- COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES
AGENCY --**

By: *Olivia*
Olivia Byron-Cooper (Sep 27, 2024 09:52 PDT) Dated: 09/27/2024

Olivia Byron-Cooper, MPH,
Director
"HHSA"