

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HUMAN SERVICES ADMINISTRATION
AND
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
FOR
IN-HOME SUPPORTIVE SERVICES PROVIDER BENEFITS PAYMENTS
MARCH 1, 2026**

WHEREAS, Human Services Administration, hereinafter referred to as “HS ADM”, and the In-Home Supportive Services (IHSS) Public Authority, hereinafter referred to as “IHSS PA”, desire to work collaboratively to maintain the payment of benefits for IHSS Providers;

WHEREAS, IHSS PA is required to provide payment of IHSS Provider benefits pursuant to the IHSS Provider Union (SEIU 2015) Memorandum of Understanding, as approved by the California Department of Social Services (CDSS) and San Bernardino County Board of Supervisors;

WHEREAS, HS ADM desires to support payment of the IHSS Provider benefits on a monthly basis; and

NOW, THEREFORE, HS ADM and IHSS PA mutually agree to the following terms and conditions:

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A. DEFINITIONS

1. California Department of Social Services (CDSS) – Provides oversight of California’s Child Welfare and Foster Care system, Welfare-to-Work programs, Disabled and Adult programs, and licensed community care facilities. The mission of CDSS is to serve, aid, and protect needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.
2. County - County, as used throughout this document (including its possessive form, County's) refers to the San Bernardino County.
3. Human Services (HS) – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
4. In-Home Supportive Services (IHSS) -- The IHSS Program is a federal, state and locally funded program designed to help pay for services provided to seniors and persons with disabilities so they can remain safely in their own home. To be eligible, the person must be 65 years of age or older, disabled, or blind.
5. In-Home Supportive Services Providers -- An IHSS provider is an individual who has completed all of the IHSS provider enrollment requirements and is now employed by an IHSS recipient to provide assistance with activities of daily living and personal care.
6. In-Home Supportive Services Public Authority (IHSS PA) -- The Public Authority is an entity established by the Board of Supervisors (BOS) by ordinance, separate from the County, to administer certain aspects of the IHSS program as a result of Assembly Bill 1682 that required each county to establish an “Employer of Record” for individual providers of IHSS.
7. Memorandum of Understanding (MOU) – This Agreement between HS ADM and IHSS PA.
8. Services – The required services described in this MOU.

B. PURPOSE AND INTENT

The purpose of this MOU is to provide the framework for the transfer of funds monthly from HS ADM to IHSS PA for payment of IHSS Provider benefits and establish the repayment process by IHSS PA to HS ADM quarterly upon receipt of reimbursement for these funds by the California Department of Social Services.

C. HS ADM RESPONSIBILITIES

HS ADM Shall:

1. Transfer funds for payment of IHSS Provider benefit costs to IHSS PA in accordance with Section F. Fiscal Provisions.
2. Provide IHSS PA with a Contact Liaison for HS ADM.

D. IHSS PA RESPONSIBILITIES

IHSS PA Shall:

1. Provide HS ADM with an invoice monthly indicating the transfer amount of IHSS Provider benefits in accordance with Section F. Fiscal Provisions.
2. Reimburse HS ADM via fund transfer on a quarterly basis upon receipt of California Department of Social Services reimbursement for IHSS PA expenditures in accordance with Section F. Fiscal Provisions.
3. This MOU is not assignable by IHSS PA either in whole or in part, without the prior written consent of the Assistant Executive Officer for Human Services or HS Deputy Executive Officer.

E. MUTUAL RESPONSIBILITIES

HS ADM and IHSS PA shall:

1. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
2. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem solving resolution up through the HS ADM and IHSS PA chains of command, as deemed necessary.

F. FISCAL PROVISIONS

1. The maximum amount of funds under this MOU shall not exceed the amount provided in the monthly invoice from IHSS PA. The monthly invoice amounts will correspond to actual IHSS monthly hours times the negotiated rate. HS ADM has the authority to increase or decrease the maximum amount payable under the MOU, subject to availability of funds as determined through the SOC 448 claim.
2. IHSS PA shall provide HS ADM with a monthly invoice indicating the total amount of IHSS Provider benefits for that month. The transfer of funds from HS ADM to IHSS PA shall occur monthly within two (2) business days of receipt of invoice from IHSS PA.
3. Following receipt of IHSS PA expenditures reimbursement from the California Department of Social Services, IHSS PA shall reimburse HS ADM quarterly, via funds transfer, the total amount of monthly IHSS Provider benefits funded by HS ADM for that quarter.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

Each Party agrees to indemnify, defend (with counsel approved by the other Party) and hold harmless the other Parties ("Indemnitees") and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement, but only to the extent actually caused by the negligent acts, errors or omissions of the indemnifying Party and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by Indemnitees on account of any claim except where such indemnification is prohibited by law.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

2. Insurance

Each Party is an authorized self-insured or partially self-insured public entity for purposes of professional liability, general liability, automobile liability and worker's compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

H. TERM

This MOU shall be effective March 1, 2026, through February 28, 2031, unless terminated earlier in accordance with provisions of Section I. Early Termination.

I. EARLY TERMINATION

1. This MOU may be terminated without cause upon thirty (30) days written notice by either party. Assistant Executive Officer for Human Services or HS Deputy Executive Officer is authorized to exercise HS ADM's rights with respect to any termination of this MOU. IHSS PA Executive Director, or his/her appointed designee, has authority to terminate this MOU on behalf of IHSS PA.
2. If, during the term of this MOU, HS ADM funds appropriated for the purposes of this MOU are reduced or eliminated, HS ADM may immediately reduce or terminate this MOU upon written notice to IHSS PA.

J. GENERAL PROVISIONS

1. Pursuant to California Welfare and Institutions Code section 12301.6 and San Bernardino County Ordinance No. 3842, the IHSS PA is an independent legal entity, separate and apart from the County. IHSS PA has no power to bind the County to any contractual or legal obligations nor may the vendors and/or contractors of IHSS PA seek recourse against the County for any financial or legal obligations of IHSS PA.
2. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
3. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

K. ENTIRE AGREEMENT

1. This MOU, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will.
2. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
3. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**SAN BERNARDINO COUNTY
HUMAN SERVICES ADMINISTRATION**

**IN-HOME SUPPORTIVE SERVICES PUBLIC
AUTHORITY (IHSS PA)**



Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
By _____

Deputy



Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

APPROVED TO LEGAL FORM

Signature _____
Daniella V. Hernandez, Deputy County
Counsel

Date _____
Address 385 N. Arrowhead Ave.
San Bernardino, CA 92415-0140

APPROVED TO LEGAL FORM

Signature _____
Jacqueline Carey-Wilson, Deputy County
Counsel

Date _____
Address 385 N. Arrowhead Ave.
San Bernardino, CA 92415-0140