

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**San Bernardino County**  
**Transitional Assistance Department**  
**and**  
**San Bernardino County**  
**Research, Outcomes and Quality Support Division**  
**and**  
**“College”**  
**for**  
**DATA SHARING**

**December 19, 2023**

**WHEREAS**, The Transitional Assistance Department, hereafter referred to as “TAD,” is responsible for administering the Supplemental Nutrition Assistance Program (SNAP), known in California as the CalFresh program in San Bernardino County; and

**WHEREAS**, Research, Outcomes, and Quality Support, hereafter referred to as “ROQS,” Division can provide Ad Hoc Reports of statistical and demographic data for customers enrolled or applying for the County’s assistance programs; and

**WHEREAS**, \_\_\_\_\_, hereafter referred to as the “College,” operates a Program to assist students applying for CalFresh benefits; and

**WHEREAS**, TAD, ROQS, also hereafter referred to as “County,” and College desire to exchange information of customers in order to identify customers who may be in need of and eligible for CalFresh benefits; and

**NOW THEREFORE**, TAD, ROQS, and College mutually agree to the following terms and conditions:

**TABLE OF CONTENTS**

**I. TAD SERVICE RESPONSIBILITIES ..... 3**

**II. ROQS SERVICE RESPONSIBILITIES ..... 3**

**III. COLLEGE SERVICE RESPONSIBILITIES ..... 3**

**IV. MUTUAL RESPONSIBILITIES ..... 4**

**V. FISCAL PROVISIONS ..... 7**

**VI. TERM .....7**

**VII. EARLY TERMINATION.....7**

**VIII. GENERAL PROVISIONS.....7**

**IX. CONCLUSION .....8**

## **I. TAD SERVICE RESPONSIBILITIES**

TAD shall:

- A. Provide College with a primary point of contact and back up.
- B. Communicate and work collaboratively with the College staff to maximize services to mutual customers, including providing regular program updates, training resources, and marketing materials.
- C. Adhere to all federal, state, and county laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
- D. Contact the College CalFresh Program representative with any concerns or suggestions.
- E. Return information about the College students' potential eligibility for and utilization of CalFresh benefits, so the College may conduct outreach to its students and analyze the impact of CalFresh benefits upon student success.
- F. Utilize the data provided by College to determine whether each student is currently receiving or may be potentially eligible to receive CalFresh benefits. "Potential eligibility" is not determined by a comprehensive review of all household factors and should not be considered a pre-screening. Those who are not deemed potentially eligible may still apply for CalFresh benefits and should be encouraged to do so.
- G. Utilize data provided by College to assist TAD in assisting any student who is potentially eligible for CalFresh benefits to apply to the CalFresh program.
- H. Provide College with data at least two (2) times a year for each student who, has been identified as currently receiving CalFresh benefits, or who may be potentially eligible for receive CalFresh benefits.
- I. Support the College's participation as a Community Based Organization on BenefitsCal.
- J. Ensure any information belonging to the student's other household members is kept confidential from the student.

## **II. ROQS SERVICE RESPONSIBILITIES**

ROQS shall:

- A. Analyze data provided by the College and run a query to identify potentially eligible students to the CalFresh program.
- B. Adhere to all federal, state, and county laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.

## **III. COLLEGE SERVICE RESPONSIBILITIES**

College shall:

- A. Provide TAD and ROQS with a primary point of contact.
- B. Provide ROQS at least two (2) times a year with an electronic list of current students they have received via a Release of Information (ROI). The list shall contain only student data that is relevant in determining student's CalFresh benefit status or potential eligibility, such as customer's name, address, phone number, date of birth, last four digits of social security number, income (household gross), family size, and number of dependents. The list will be secured and delivered following the Human Services Information Privacy and Security Requirements via Secure File Transfer Protocol (SFTP).

- C. Refer customers who wish to apply in person to the appropriate TAD office or online at BenefitsCal.com.
- D. Participate as a Community Based Organization on BenefitsCal.
- E. Adhere to all federal, state, and county laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information, and securing an appropriate consent to release information from students whose data will be shared.
- F. Communicate and work collaboratively with TAD and ROQS staff to maximize services to mutual customers, including participating in training to stay up to date on relevant news and program updates.
- G. Contact the TAD Administration Regional Manager with any concerns or suggestions.
- H. Inform students on the intent of obtaining the ROI.

#### IV. MUTUAL RESPONSIBILITIES

- A. TAD, ROQS, and the College shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. TAD, ROQS, and the College shall not use or disclose any identifying information for any other purpose other than carrying out obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- B. The College shall ensure that all staff, volunteers, and/or subcontractors performing services under this MOU comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. TAD, ROQS, and College shall immediately notify the respective partner agencies of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference. TAD, ROQS, and College will ensure all computer equipment meets at a minimum the Federal Information Processing Standards (FIPS) 140-2 Certified Algorithm at 128bit or higher (i.e., 256bit) for whole/full disk encryption.
- C. TAD, ROQS, and the College agree they will 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.
- D. TAD, ROQS, and the College agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution through the appropriate chain of command, as deemed necessary.
- E. Indemnity and Insurance – College and the County agree to and shall comply with the following indemnification requirements and College agrees to and shall comply with the following insurance requirements:
  - 1. Indemnification – College agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from the negligence of College, including the acts, errors or omissions of College, and for any costs or expenses incurred by the County on account of any claim resulting from the acts or negligence of College or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

The County agrees to indemnify, defend (with counsel reasonably approved by College) and hold harmless College and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from the negligence of the County, including the acts, errors or omissions of the County and for any costs or expenses incurred by College on account of any claim resulting from the acts or negligence of the County or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

In the event that the County and/or College are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, the County and/or College shall indemnify the other to the extent of its comparative fault.

2. Additional Insured – College will ensure all policies in respect to this MOU, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. County will ensure all policies in respect to this MOU, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming College and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
4. Severability of Interests – College agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between College and the County or between the County and any other insured or additional insured under the policy.
5. Proof of Coverage – College and County shall furnish Certificates of Insurance to the departments administering the MOU evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department, and College and the County shall maintain such insurance from the time College and County commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this MOU, College and the County shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
6. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to by Risk Management.
7. Failure to Procure Coverage – In the event that any policy of insurance required under this MOU does not comply with the requirements, is not procured, or is canceled and not replaced, the County or College has the right, but not the obligation or duty to cancel the MOU or obtain insurance if it deems necessary.
8. Insurance Review –
  - a. Insurance requirements are subject to periodic review by the County or College. The Director of Risk Management or designee for the County is authorized, but

not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County.

- b. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this MOU. College and County agree to execute any such amendment within thirty (30) days of receipt.
- c. Any failure, actual or alleged, on the part of College or County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of College or County.

9. Insurance Specifications – College and County agree to provide insurance set forth in accordance with the requirements herein. The type(s) of insurance required is determined by the scope of the MOU services. Without in anyway affecting the indemnity herein provided and in addition thereto, College and County shall secure and maintain throughout the MOU term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the College and all risks to such persons under this MOU.

If College has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Agencies that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – College and County shall carry General Liability Insurance covering all operations performed by or on behalf of the College or County providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Personal injury.
- 5) Contractual liability.
- 6) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance (County only) – The County's primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the County is transporting one or more non-employee passengers in performance of MOU services, the automobile liability policy shall have a

combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the County owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. For Cyber (internet) and Electronic Data Processing (EDP) contracts – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved College and County entities and cover breach response cost as well as regulatory fines and penalties.

## **V. FISCAL PROVISIONS**

There shall be no remuneration for the services provided through this MOU.

## **VI. TERM**

This MOU is effective upon execution and expires December 18, 2028, but may be terminated earlier in accordance with provisions of Section VII of this MOU.

## **VII. EARLY TERMINATION**

This MOU may be terminated without cause upon thirty (30) days written notice by any party. The TAD Director, or his/her appointed designee, is authorized to exercise TAD's rights with respect to any termination of this MOU. The Deputy Executive Officer is authorized to exercise ROQS' rights with respect to any termination of this MOU. The College Chancellor/President, or his/her appointed designee, is authorized to exercise College's rights with respect to any termination of this MOU.

## **VIII. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in 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.
- B. 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 all parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

**IX. CONCLUSION**

- A. This MOU, consisting of eight (8) pages, is the full and complete document describing services to be rendered by TAD, ROQS, and College including all covenants, conditions, and benefits.
- B. 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.
- C. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

**Transitional Assistance Department**

---

By ►

---

Name:

---

Title: Director

---

Dated:

---

**College:**

---

By ►

---

Name:

---

Title:

---

Dated:

---

---

**Research, Outcomes, and Quality Support Division**

---

By ►

---

Name:

---

Title: Deputy Executive Officer

---

Dated:

---

---



