

MEMORANDUM OF UNDERSTANDING
Between
HUMAN SERVICES
TRANSITIONAL ASSISTANCE DEPARTMENT
and
HUMAN SERVICES
RESEARCH, OUTCOMES AND QUALITY SUPPORT DIVISION
and
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
for
DATA SHARING

APRIL 1, 2023

WHEREAS, The Transitional Assistance Department, hereafter referred to as “TAD,” is responsible for administering the California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) program in San Bernardino County; and

WHEREAS, Assembly Bill 74 implemented the CalWORKs Family Stabilization (FS) Program effective January 1, 2014, that provides intensive case management and services to customers to ensure a basic level of stability within a family prior to, or concurrently with, participation in WTW activities; and

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

WHEREAS, The California Department of Social Services encourages counties to establish and/or expand FS by working with local service providers and other partners in order to maximize the success of the FS Program; and

WHEREAS, The Housing Authority of the County of San Bernardino, hereafter referred to as “HACSB,” provides individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County; and

WHEREAS, TAD, ROQS, also hereafter referred to as “County,” and HACSB desire to exchange information of mutual customers to identify customers who may be in need of and eligible for TAD and HACSB services; and

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

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I. TAD SERVICE RESPONSIBILITIES

TAD shall:

- A. Provide HACSB with a primary point of contact.
- B. Provide HACSB with information pertaining to TAD customers currently applying for or receiving HACSB services following the Human Services Personally Identifiable Information (PII) policy. Provide updates to customer lists to HACSB monthly or as otherwise agreed upon by the parties.
- C. Provide HACSB with an electronic list of customers with an address indicating a HACSB property. Specific data elements will be identified and agreed upon by TAD and HACSB.
- D. Review and approve HACSB marketing materials before mailings are conducted.
- E. Provide HACSB with mailing labels as requested.
- F. Communicate and work collaboratively with HACSB staff to maximize services to mutual customers.
- G. Adhere to all federal, state and county laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
- H. Contact the HACSB Executive Director with any concerns or suggestions.
- I. Comply with the Welfare and Institutions Code in notifying customers when their information is shared with HACSB.
- J. Work collaboratively with HACSB to develop and implement outcomes reporting procedures.

II. ROQS SERVICE RESPONSIBILITIES

ROQS shall:

- A. Analyze data provided by HACSB and run a query to identify mutual customers of TAD and HACSB.
- 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.
- C. Assist TAD in facilitating notification to customers whose information is shared with HACSB.
- D. Provide TAD point of contact with an electronic list of customers with an address indicating a HACSB property. Specific data elements will be identified and agreed upon by TAD and HACSB.

III. HACSB SERVICE RESPONSIBILITIES

HACSB shall:

- A. Provide TAD and ROQS with a primary point of contact.

- B. Provide ROQS with an electronic list of current or waitlisted HACSB customers monthly or as otherwise agreed upon by the parties. The list shall contain the customer's name and date of birth and other data elements agreed upon by TAD and HACSB for the purpose of matching customer data. The list will be secured and delivered following the Human Services PII policy.
- C. Conduct bulk mailings to HACSB customers at HACSB cost.
- D. Obtain TAD approval of marketing materials prior to conducting mailings.
- E. Accept calls from interested customers and encourage and assist customers to apply on-line for County assistance services via C4 Yourself website.
- F. Refer customers who wish to apply in person to the appropriate TAD office.
- G. Adhere to all federal, state and county laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
- H. Communicate and work collaboratively with TAD and ROQS staff to maximize services to mutual customers.
- I. Work collaboratively with TAD and ROQS staff to develop and implement outcomes reporting procedures.
- J. Contact the TAD Administration Regional Manager with any concerns or suggestions.

IV. MUTUAL RESPONSIBILITIES

- A. TAD, ROQS, and HACSB shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Memorandum of Understanding (MOU), except for statistical information not identifying any participant. TAD, ROQS, and HACSB 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. TAD, ROQS, and HACSB shall ensure that all staff, volunteers and/or subcontractors performing services under this MOU comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
 - 1. Read, understand, and comply with the Privacy and Security Requirements Summary.
 - 2. Ensure employees, sub-contractors, agents, volunteers, and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - 3. Ensure employees, sub-contractors, agents, volunteers, and interns who have access to PII sign the Confidentiality Statement annually.
 - 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- C. TAD, ROQS, and HACSB agree to establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform the 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 HACSB agree to 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 – HACSB and the County agree to and shall comply with the following indemnification and insurance requirements:

- 1. Indemnification – HACSB 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 HACSB, including the acts, errors or omissions of HACSB, and for any costs or expenses incurred by the County on account of any claim resulting from the acts or negligence of HACSB 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 HACSB) and hold harmless HACSB 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 HACSB 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 HACSB 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 HACSB shall indemnify the other to the extent of its comparative fault.

- 2. Additional Insured – HACSB 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 insured 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 HACSB and its officers, employees, agents and volunteers as additional insured 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. Waiver of Subrogation Rights – HACSB shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit HACSB and HACSB's employees or agents from waiving the right of subrogation prior to a loss or claim. HACSB hereby waives all rights of subrogation against the County.

4. 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.
5. Severability of Interests – HACSB 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 HACSB and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – HACSB 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 HACSB and the County shall maintain such insurance from the time HACSB and County commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this MOU, HACSB 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.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. 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 HACSB has the right, but not the obligation or duty to cancel the MOU or obtain insurance if it deems necessary.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee 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. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this MOU. HACSB agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the 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 the County.

11. HACSB is insured through a formal risk pooling program under California statutory provisions for purposes of general liability, property insurance, and automobile liability. The Contractor agrees to provide insurance through the Housing Authorities Risk Retention Pool set forth in accordance with the requirements herein.

Without in anyway affecting the indemnity herein provided and in addition thereto, HACSB 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 HACSB and all risks to such persons under this MOU.

If HACSB 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 Contractors 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 – HACSB shall carry General Liability Insurance covering all operations performed by or on behalf of HACSB 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. Explosion, collapse, and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – 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 HACSB is transporting one (1) or more non-employee passengers in performance of contract 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 HACSB 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.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- e. Cyber (internet) and Electronic Data Processing (EDP) Insurance – 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 as of April 1, 2023, and expires March 31, 2026, 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 Assistant Executive Officer for Human Services is authorized to exercise ROQS' rights with respect to any termination of this MOU. The HACSB Executive Director, or his/her appointed designee, is authorized to exercise HACSB'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 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.
- 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 nine (9) pages, is the full and complete document describing services to be rendered by TAD, ROQS, and HACSB 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.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this MOU to be subscribed to by the Clerk thereof, and HACSB has caused this MOU to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

►

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

Transitional Assistance Department

By ► _____

Name: Gilbert Ramos

Title: Director

Dated: _____

Research, Outcomes and Quality Support Division

By ► _____

Name: Diana Alexander

Title: Assistant Executive Officer of
Department Operations

Dated: _____

Housing Authority of the County of San Bernardino

By ► _____

Name: Maria Razo

Title: Executive Director

Dated: _____