

MEMORANDUM OF UNDERSTANDING
between
San Bernardino County
Transitional Assistance Department
and
San Bernardino County
Research, Outcomes and Quality Support Division
and
Colton Joint Unified School District
for
DATA SHARING

November 18, 2025

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The Child Nutrition and WIC Reauthorization Act of 2004, Public Law 108-265 (June 30, 2004), requires that any child receiving benefits under the federal Food Stamp Act be certified as eligible for free lunches under the National School Lunch Act (42 U.S.C. 1751 et seq.) and free breakfasts under the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.) without further application; and

WHEREAS, The Reauthorization Act mandates that all Local Education Agencies (LEAs) that participate in the National School Lunch Program (NSLP) or School Breakfast Program (SBP) implement a system of Direct Certification (DC), and that the state/local California Work Opportunity and Responsibility for Kids (CaWORKs)/CalFresh departments work with agencies to achieve implementation; and

WHEREAS, Effective September 28, 2005, Assembly Bill 1385 added Section 49561 to the Education Code mandating the California Department of Education to develop a computerized state level data match system to be used by LEAs to directly certify school children receiving CaWORKs or CalFresh benefits for free or reduced-price school meals; and

WHEREAS, Effective January 1, 2012, Assembly Bill (AB) 402 allows Local Education Agencies (LEAs) (including private and charter schools) and the local agency that determines CalFresh program eligibility, to voluntarily enter into an agreement to share information contained on the National School Lunch Program (NSLP) application to help identify who may be eligible to receive CalFresh food assistance benefits; and

WHEREAS, The California Department of Social Services (CDSS), the California Department of Education (CDE), and the legislature strongly encourage counties to participate in the voluntary AB 402 process; and

WHEREAS, The Colton Joint Unified School District (CJUSD), herein after referred to as Contractor, desires to participate in the AB 402 process to help households participate in assistance programs that are available to them, including the School Nutrition Programs (SNP) and CalFresh; and

WHEREAS, The Transitional Assistance Department, herein after referred to as TAD, administers the CalFresh Program in San Bernardino County (County) and desires to increase the participation of eligible student households in the CalFresh Program to increase the availability of healthy, nutritious foods for students and their families; and

WHEREAS, The Human Services Research, Outcomes, and Quality Support Division, herein after referred to as ROQS can conduct a query of the data provided by the LEA and;

WHEREAS, TAD and Contractor desire to work collaboratively to identify and assist common/mutual customers.

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

TABLE OF CONTENTS

A. DEFINITIONS	3
B. CONTRACTOR RESPONSIBILITIES.....	3
C. GENERAL CONTRACT REQUIREMENTS	4
D. TERM OF CONTRACT	7
E. COUNTY RESPONSIBILITIES.....	8
F. MUTUAL RESPONSIBILITIES.....	8
G. FISCAL PROVISIONS.....	9
H. INDEMNIFICATION AND INSURANCE REQUIREMENTS.....	9
I. RIGHT TO MONITOR AND AUDIT	12
J. CORRECTION OF PERFORMANCE DEFICIENCIES	12
K. NOTICES.....	13
L. ENTIRE AGREEMENT	13

ATTACHMENTS

- A. PARENTAL OR GUARDIAN CONSENT TO RELEASE SCHOOL MEAL APPLICATION TO THE CALFRESH PROGRAM

A. DEFINITIONS

1. Assembly Bill (AB) 402 – Allows Local Education Agencies in California to share student meal application information with the local agency administering CalFresh to determine eligibility, potentially increasing participation in both school lunch and CalFresh programs. This sharing is permitted if school districts and local agencies have a written agreement and parental consent.
2. CalFresh – The federally funded food and nutrition program, also known as the Supplemental Nutrition Assistance Program (SNAP), which increases household food budgets in the effort to help improve the health and wellbeing of eligible families and individuals by giving them a means to meet their nutritional needs.
3. California Work Opportunity and Responsibility to Kids (CalWORKs) – The program implemented through Assembly Bill (AB) 1542 to provide temporary assistance in the form of cash aid and services to eligible needy families with minor children. The program replaced the Aid to Families with Dependent Children (AFDC) program in the State of California.
4. Customer – An individual who is applying for or receiving CalWORKs, CalFresh, and/or Medi-Cal benefits with TAD and has been determined eligible to participate in, and who is receiving services under, a program or agreement authorized by TAD. This term may be used interchangeably with “client,” “participant,” “recipient,” or “enrollee.”
5. Direct Certification – The process to certify school-age recipients of CalFresh and CalWORKs benefits as eligible for free school meals.
6. Free or Reduced Price School Meal Program (F/RP) – Current law requires LEAs to provide an application for F/RP meals to all pupils and that those students who qualify for F/RP meals are provided access to one nutritionally adequate meal each school day.
7. Human Services – 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.
8. Local Education Agency (LEA) – A school district or county office of education, including private and charter schools.
9. Memorandum of Understanding (MOU) – The legal agreement between the County and the Contractor.
10. National School Lunch Program (NSLP) – A federally assisted meal program operating in public and nonprofit private schools and residential childcare institutions. It provides nutritionally balanced, low cost or free lunches to children each school day.
11. Personally Identifiable Information (PII) – Any information that can be used alone or in conjunction with any other information, to search for or identify a specific individual, or that can be used to access their files, whether electronic, paper, verbal, or recorded. PII includes, but is not limited to, name, date of birth (DOB), Social Security Number (SSN), Identification/Driver License number, address, and case number.
12. Point of Contact (POC) – Assigned staff member who liaises with other project stakeholders, provides information and assistance, and represents his or her department.
13. Research, Outcomes, and Quality Support (ROQS) – ROQS is the HS unit that provides research services concerning all HS departments and programs.
14. Services – The required services described in this Contract.
15. Transitional Assistance Department (TAD) – The County department which determines eligibility for CalWORKs (cash benefits), Medi-Cal, and CalFresh benefits.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Designate a primary point of contact (POC) for any issues or concerns.

2. Share information provided on the NSLP F/RP meal application and parent or guardian consent form with the County, if the student is approved for free or reduced price meals and the parent or guardian of the student consent in writing to the sharing of that information, pursuant to Education Code section 49557.3(a).
3. Obtain written parental or guardian consent to release information to the CalFresh Program. The consent must contain the following statements:
 - a. The applicant is aware that they are consenting to the sharing of the NSLP application with the local CalFresh agency for purposes of determining eligibility for the CalFresh program;
 - b. The NSLP F/RP meal application and the information contained therein is confidential and will not be shared with any other office or for any other purpose beyond enrollment in the CalFresh program;
 - c. Participation in the CalFresh program is strictly voluntary; and
 - d. The CalFresh agency will provide the applicant with a CalFresh application for the purposes of enrollment in the CalFresh program.
4. Send County a list electronically using a comma separated values (CSV) file containing the following fields: students' first name, last name, DOB, parent, or guardian's first and last name, telephone number, mailing address, and consent form received, via a secure transmission method to ensure protection of personally identifiable information on a monthly basis.
5. Retain parent or guardian consent forms for its records and upon request furnish copies to TAD.
6. Communicate and work collaboratively with County staff to maximize services to mutual customers.
7. Contact the TAD Administration Regional Manager with any concerns or suggestions.

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **MOU Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **MOU Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Reserved**
5. **Background Checks for Contractor Personnel** – Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof.
6. **Confidentiality and Nondisclosure** – Contractor 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. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's 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.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential

information that is either: (1) provided by TAD to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor agent in connection with this MOU; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this MOU. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible, or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

7. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
8. **TAD Representative** – The TAD Director or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this MOU, including termination and assignment of this MOU, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor.
9. **Informal Dispute Resolution** – In the event TAD determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
10. **Legality and Severability** – The parties' actions under the MOU shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this MOU are specifically made severable. If a provision of the MOU is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.
11. **Mutual Covenants** – The parties to this MOU mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
12. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this MOU, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
13. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. All records shall be complete and current and comply with all MOU requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the MOU.

All records shall be complete and current and comply with all MOU requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the MOU.
14. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the TAD Director, or their designee, and shall include TAD approved branding.
15. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this MOU by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this MOU thereafter.

16. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the MOU without first obtaining written approval from Director of TAD through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor.
17. **Termination for Convenience** – TAD and Contractor each reserve the right to terminate the MOU, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein
18. **Time of the Essence** – Time is of the essence in performance of this MOU and of each of its provisions.
19. **Vacancies** – Contractor shall notify TAD of any continuing vacancies and any positions that become vacant during the term of this MOU that will result in reduction of services to be provided under this MOU. Upon notice of vacancies, Contractor shall apprise TAD of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to TAD on each periodically required report for the duration of said vacancies and/or problems.
20. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by TAD, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
21. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
 - a. Assurance that all employees, agents, consultants, or volunteers who perform services under this MOU and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 - c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
22. **Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:
 - a. Who Must Report: In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants, or volunteers who perform services under this MOU and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
 - 1) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or

- 2) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
- c. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - 1) If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
 - 2) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;
 - 3) If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
- d. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
 - 1) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
 - 2) Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.
23. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this MOU, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this MOU affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
24. **Order of Precedence** – In the event of any inconsistency between the terms of this MOU and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this MOU, the following order of precedence shall apply:
 - a. This MOU;
 - b. Attachments to this MOU, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
25. **Reserved**
26. **Supersedes Prior Agreements** – This MOU supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between TAD and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

D. TERM OF CONTRACT

1. This Contract is effective as of November 18, 2025 and expires November 30, 2028 but may be terminated earlier in accordance with provisions of this Contract.
2. This Contract may be terminated without cause upon thirty (30) days written notice by either party. The TAD Director is authorized to exercise TAD's rights with respect to any termination of this Contract. The Contractor's Director of Nutrition Services, or his/her appointed designee, has authority to terminate this MOU on behalf of Contractor.
3. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

TAD shall:

1. Designate a primary point of contact (POC) to address any issues or concerns.
2. Accept approved NSLP F/RP meal application with parental and guardian consent form (sample included as Attachment A) as a written request for a CalFresh application. Both forms must be received to move forward with the CalFresh application.
3. Review approved NSLP F/RP meal application and contact the student's parent or guardian listed to request additional information pertinent to determining eligibility for CalFresh.
4. Send the student's parent or guardian a CalFresh application.
5. Require all NSLP applicants whose information is shared with the local CalFresh agency to complete and sign a CalFresh application prior to enrollment in the CalFresh program.
6. Make timely determination of CalFresh eligibility and benefits.
7. Notify the parent or guardian of eligibility and enroll the household in the CalFresh program upon determination of eligibility.
8. Take no further action if the child is already receiving CalFresh benefits.
9. Ensure that provision of services to Contractor does not compromise client data integrity and internal procedures.
10. Inform households that participation in the CalFresh program is voluntary.
11. Communicate and work collaboratively with LEA staff to maximize services to mutual customers.

ROQS shall:

1. Perform a cross-match of student information provided to County by LEA to identify students who are receiving CalFresh.
2. Provide a report to TAD of students who are not enrolled in the CalFresh program.
3. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.

F. MUTUAL RESPONSIBILITIES

1. TAD and Contractor 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 agreement, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
2. TAD and Contractor 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 up through TAD and LEA mutual chain of command, as deemed necessary.
3. TAD and Contractor agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.

4. TAD and Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information not identifying any participant. TAD and Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the contract.
5. TAD and Contractor agree that the NSLP F/RP meal application and the information contained therein is confidential, and with the exception of forwarding the information on the application for use in CalFresh program enrollment consistent with this contract, parties shall not share the information with any other governmental agency, including the United States Citizenship and Immigration Services, and the Social Security Administration, unless specifically authorized to do so pursuant to other provisions of law.
6. TAD and Contractor agree to ensure that the information that is shared is protected per the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements, as specified at <http://hss.sbcounty.gov/Privacy>. The Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. Additionally, the National School Lunch Act (NSLA) establishes a fine of not more than \$1,000 or imprisonment of not more than one year, or both, if any eligibility information is published, divulged, disclosed, or made known in any manner or extent not authorized by federal law. This includes the disclosure of eligibility information by one entity authorized under the NSLA to receive the information directly from the determining agency. Also, the United States Code section 552a(i) establishes a fine of not more than \$5,000 for any employee who willfully disclosed confidential or individually identifiable information in any manner to any person or agency not entitled to receive it, or who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses

G. FISCAL PROVISIONS

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

H. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by 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 Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named 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** – The Contractor 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 the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor 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 the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided 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 Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor 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 ten thousand (\$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 Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
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 contract. Contractor 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. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's 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 two hundred fifty thousand dollar (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor 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 nonprofit 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 – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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) Two million dollars (\$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 the Contractor is transporting one (1) or more nonemployee 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 the Contractor 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. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not for profit organizations advising or acting on behalf of the County.

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.

- f. Cyber Liability 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 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 County entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

I. RIGHT TO MONITOR AND AUDIT

- 1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- 2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- 3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- 4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

- 1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- 2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- 3. In the event of a noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other TADs follows:

San Bernardino County
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
Email: HSASDContractsUnit@hss.sbcounty.gov

Colton Joint Unified School District
Nutrition Services Office
325 Hermosa Avenue
Colton, CA 92324
Email: casey_robertson@cjUSD.net

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

L. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other 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 Contract not expressly set forth herein are of no force or effect. This Contract 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 Contract and signs the same of its own free will.
2. 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: James LoCurto

Title: Director

Dated:

Colton Joint Unified School District

By ►

Name: Casey Robertson

Title: Director of Nutrition Services

Dated:

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

By ►

Name: Cheryl Adams

Title: Deputy Executive Officer

Dated:

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

PARENTAL OR GUARDIAN CONSENT TO RELEASE SCHOOL MEAL APPLICATION TO THE CALFRESH PROGRAM

Dear Parent/Guardian of _____:

Your participation in the Free and Reduced Price (F/RP) school meal program means your family could be eligible for the CalFresh food assistance program. CalFresh provides monthly benefits to households for purchasing the food they need to maintain adequate nutrition. By signing this form, you consent to allow **Colton Joint Unified School District** (District) to share the information you provided on your F/RP school meal application with the San Bernardino County Transitional Assistance Department (TAD) that is responsible for determining eligibility (benefits) for the CalFresh program. Or if you prefer to apply directly and not exchange this information, you may call the county at 1-877-410-8829 or apply online at www.c4yourself.com.

Please note, your participation in the CalFresh program is voluntary. Failure to sign this consent form will not affect your child's eligibility or participation in the district's F/RP school meal program.

Check a box
below

☐

Yes! I want the District to share information from my F/RP school meal application with San Bernardino County TAD to determine if my family is eligible for CalFresh benefits. I realize that the information provided will be shared only with San Bernardino County TAD.

☐

No, I do not want the district to share my information with San Bernardino County TAD.

Write in the name(s) of your child(ren) that attend

Child's Name: _____	Child's Name: _____
Child's Name: _____	Child's Name: _____

By signing this consent form, I voluntarily consent to let the District share the information on my F/RP school meal application with San Bernardino County TAD, and I acknowledge that I have read and understood all the information on this form.

Also, by consenting to this process, I understand that San Bernardino County TAD will provide me with a CalFresh application to determine CalFresh eligibility.

Signature of Parent/Guardian: _____ Date: _____

Printed Name: _____

Address: _____ City: _____ Zip Code: _____

Phone: () _____ E-Mail: _____

If you have any questions about this form or this process, you may call (877) 410-8829.

MYTHS AND FACTS ABOUT CALFRESH

MYTH: You have to give stamps to the cashier at the grocery store in order to use CalFresh benefits.

FACT: The CalFresh Program no longer uses paper stamps or coupons. CalFresh benefits are deposited to your Electronic Benefit Transfer (EBT) card that looks and works like a debit card with a PIN number. You can check your balance over the phone. You can use your EBT card at most places that sell food, such as supermarkets and some farmers' markets.

MYTH: CalFresh is like welfare and you are considered a "Public Charge" when you receive CalFresh benefits.

FACT: CalFresh is not welfare and it is not cash aid. It is funded by USDA. "Public Charge" is a term used to describe an individual who is likely to become primarily dependent on the government for subsistence, as demonstrated by the receipt of public cash assistance or use of long-term care at government expense. CalFresh is not cash aid, and you will not be considered a "Public Charge" if you receive CalFresh.

MYTH: Receiving CalFresh will hurt my chances for becoming a U.S. citizen.

FACT: Receiving CalFresh will not hurt your chances of becoming a citizen. It is not a welfare program and is not cash aid.

MYTH: If I enroll in CalFresh, I will be taking benefits from someone else who needs it more.

FACT: CalFresh is an entitlement program, which means that all who are eligible and apply will receive benefits. You are not "taking someone else's place" if you apply. USDA sets aside funds for the program.

MYTH: The county office takes my fingerprints and sends them to the government.

FACT: As of January 1, 2012, in California you no longer need to provide fingerprints when applying only for CalFresh.

MYTH: I need to be employed or have some income to receive CalFresh.

FACT: Employment is not an eligibility requirement for CalFresh and there is no minimum income requirement. You may receive CalFresh if you earn money from a job, get unemployment benefits, get child support, own a house or a car, get disability benefits, or have money in savings.

MYTH: If I am receiving Social Security Retirement or Disability benefits, I am not eligible for CalFresh.

FACT: Both Social Security (SSA) benefit and Disability (SSDI and SSI) benefit recipients may be eligible for CalFresh. In fact, households that have people age 60 or older, or people with a disability, don't have to pass the gross income test. In California, people receiving Supplemental Security Income (SSI) also receive a state-funded Supplemental Security Payment (SSP) that includes a food benefit. SSI/SSP recipients are therefore NOT eligible for CalFresh unless the SSP amount is \$0 as a result of state budget reductions. However, other household members who are not receiving SSI/SSP might still be eligible.

MYTH: If I am undocumented and if I go to the county office on behalf of my family, the workers will turn me in. Immigration authorities check the CalFresh office records.

FACT: Confidentiality is strictly enforced at the CalFresh office and client records cannot be checked or shared with immigration authorities. The only time you should be concerned is if there is a warrant for your arrest; if so, your name will be turned in to the authorities.



Transitional Assistance

CONSENTIMIENTO DE LOS PADRES O TUTORES LEGALS PARA DAR A CONOCER LA SOLICITUD DE LA COMIDA ESCOLAR AL PROGRAMA CALFRESH

Estimado Padre/Tutor Legal de _____:

Su participación en el programa de Comidas Escolar Gratis y de Precio Reducido (F/RP) significa que su familia podría ser elegible para el programa de ayuda alimentaria CalFresh. CalFresh proporciona beneficios mensuales a los hogares para comprar los alimentos que necesitan para mantener una nutrición adecuada. Al Firmar este formulario, usted consiente en permitir que el **Colton Joint Unified School District** (Distrito) comparta la información que usted proporcionó en su solicitud de comida escolar F/RP con el Departamento de Asistencia Transitoria (TAD) del Condado de San Bernardino que es responsable de determinar la elegibilidad (beneficios) para el programa de CalFresh. Si usted prefiere puede aplicar directamente y no intercambiar esta información, usted puede llamar al condado al 1-877-410-8829 o apliqué por el internet al sitio www.c4yourself.com.

Por favor anote, su participación en el programa de CalFresh es voluntaria. Si no firma este formulario de consentimiento no afectará la elegibilidad o participación de su hijo en el programa de comida escolar F/RP del Distrito.

Marque una casilla abajo

☐

¡Sí! Yo quiero que el Distrito comparta información de mi solicitud de comida escolar de F/RP con TAD del Condado de San Bernardino para determinar si mi familia es elegible para los beneficios de CalFresh. Yo me entiendo que la información proporcionada solamente será compartida con TAD del Condado de San Bernardino.

☐

No, Yo no quiero que el Distrito comparta mi información con TAD del Condado de San Bernardino.

Escriba el/los nombre(s) de su niño(s) que asiste(n)

Nombre del Niño: _____ Nombre del Niño: _____

Nombre del Niño: _____ Nombre del Niño: _____

Al firmar este formulario de consentimiento, Yo doy mi consentimiento voluntariamente para permitir que el Distrito comparta la información de mi solicitud de comida escolar F/RP con TAD del Condado de San Bernardino, y reconozco que he leído y entendido toda la información en este formulario

Además, al dar mi consentimiento a este proceso, entiendo que TAD del Condado de San Bernardino proporcionará una solicitud de CalFresh para determinar elegibilidad de CalFresh

Firma del Padre/Tutor Legal: _____ Fecha: _____

Nombre (Imprento): _____

Dirección: _____ Ciudad: _____ Código Postal: _____

Teléfono: () _____ Correo Electrónico: _____

Si usted tiene alguna pregunta sobre este formulario o este proceso, puede llamar (877) 410-8829.

MITOS Y HECHOS SOBRE CALFRESH

MITO: Usted Tiene que dar estampillas al cajero en el supermercado para poder usar los beneficios de CalFresh.

HECHO: El programa de CalFresh ya no usa estampillas de papel ni cupones. Los beneficios de CalFresh se depositan en su tarjeta de Transferencia Electrónica de Beneficios (EBT) que se ve y funciona como una tarjeta de débito con un número de Número de Identificación Personal (PIN). Usted puede revisar su saldo por el teléfono. Usted puede usar su tarjeta de EBT en la mayoría de lugares que venden alimentos, como supermercados y algunos mercados agricultores.

MITO: CalFresh es como el bienestar público y se considere un "Cargo Público" cuando recibe beneficios de CalFresh.

HECHO: CalFresh no es el bienestar público y no es ayuda en efectivo. Está financiado por el Departamento de Agricultura de Los Estados Unidos (USDA). "Cargo Público" es un término usado para describir un individuo que es probable de convertirse en alguien que es principalmente dependiente del gobierno para subsistencia, demostrado por la recepción de asistencia pública en efectivo o el uso de cuidado a largo plazo al gasto del gobierno. CalFresh no es ayuda en efectivo, y usted no será considerado un "Cargo Público" si recibe CalFresh.

MITO: Recibiendo CalFresh perjudicará mis posibilidades de convertirme en un ciudadano Estadounidense.

HECHO: Recibiendo CalFresh no afectará sus posibilidades de convertirme en un ciudadano. No es un programa de bienestar y no es ayuda en efectivo.

MITO: Si me inscribo en CalFresh, estaré tomando beneficios de alguien que los necesite más.

HECHO: CalFresh es un programa de derecho, que significa que todos los que son elegibles y aplican recibirán beneficios. Usted no está "tomando el lugar de otra persona" si aplica. USDA pone fondos al lado para el programa.

MITO: La oficina del condado toma mis huellas dactilares y las mandará al gobierno.

HECHO: A partir del 1 de enero de 2012, en California ya no se necesita proporcionar huellas dactilares cuando esté aplicando solamente para CalFresh.

MITO: Tengo que estar empleado o tener algún ingreso para recibir CalFresh.

HECHO: El empleo no es un requisito de elegibilidad para CalFresh y no existe un mínimo requisito de ingreso. Puede recibir CalFresh si gana dinero de un trabajo, recibe beneficios de desempleo, recibe mantenimiento de niños, posee una casa o automóvil, recibe beneficios de incapacidad, o tiene dinero en cuenta de ahorros.

MITO: Si estoy recibiendo Seguro Social de Jubilación o Beneficios de Incapacidad, no soy elegible para CalFresh

HECHO: Tantos los beneficiarios de Seguro Social (SSA) como los beneficiarios de los beneficios Incapacidad (SSDI y SDI) pueden ser elegibles para CalFresh. De hecho, hogares que tienen personas de 60 años de edad o más, o personas con una incapacidad, no tienen que pasar la prueba de ingresos brutos. En California, las personas recibiendo Seguridad de Ingreso Suplemental (SSI) también reciben un pago financiado por el Programa Suplementario del Estado (SSP) que incluye un beneficio alimenticio. Por lo tanto, los beneficiarios de SSI/SSP NO son elegibles para CalFresh a menos que la cantidad de SSP sea \$0 como un resultado de reducciones del presupuesto estatal. Sin embargo, otros miembros del hogar que no están recibiendo SSI/SSP podrían seguir siendo elegibles.

MITO: Si no tengo documentos de ciudadanía y si voy a la oficina del condado en nombre de mi familia, los trabajadores me entregarán. Las autoridades de Inmigración comprueban los registros de la oficina del CalFresh.

HECHO: Confidencialidad se aplica con severidad en la oficina de CalFresh y los registros de los clientes no pueden ser controlados o compartidos con autoridades de inmigración. La única razón que usted debe ser preocupado es si hay una orden de arresto; si ese es el caso, su nombre será entregado a las autoridades.