

**MEMORANDUM OF UNDERSTANDING**  
**between**  
***Transitional Assistance Department***  
**and**  
***San Bernardino County Fire Protection District***  
**for**  
***Subsidized Employment***

**October 1, 2025**

**WHEREAS**, the State of California enacted the 1997 California Work Opportunity and Responsibility to Kids (CalWORKs) Act [Welfare and Institutions Code Section 11200, et seq.] which includes the provision of training services to Temporary Assistance to Needy Families (TANF) applicants/recipients; and

**WHEREAS**, the San Bernardino County Transitional Assistance Department, hereinafter referred to as "TAD," administers the CalWORKs Program in accordance with Welfare and Institutions Code Section 11200 and California Department of Social Services (CDSS) Regulations MPP 42-700; and

**WHEREAS**, in compliance with the CalWORKs Act and the CDSS regulations each County must arrange for or provide training services which include non-salaried and Subsidized Employment (SE) for its TANF customers; and

**WHEREAS**, San Bernardino County Fire Protection District, hereinafter referred to as the "Department," has experience in providing unsubsidized training services to individuals through its function as a Special District; and

**WHEREAS**, TAD desires that Subsidized Employment (SE) services be provided by Department and Department agrees to perform these services as set forth below;

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

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## I. DEFINITIONS

- A. Assembly Bill (AB) 74 – The Assembly Bill or legislation that created Expanded Subsidized Employment (ESE) Program to expand subsidized employment opportunities for CalWORKS recipients.
- B. Assessment – An appraisal of a participant's work history, employment skills, knowledge, abilities, education, current educational competency level, employability given current skills, physical or mental conditions that limit the ability to participate, local labor market conditions, and need for supportive services.
- C. California Work Opportunity and Responsibility to Kids (CalWORKs) – California's cash aid and Welfare to Work (WTW) program implemented through Assembly Bill (AB) 1542 of 1997. The TAD WTW Program administers CalWORKs WTW in San Bernardino County.
- D. Case Manager – TAD staff member who provides job services and case management services for TAD program participants. Used interchangeably with Employment Service Specialist.
- E. Community Service – An unpaid training activity that is performed in the public or private nonprofit sector under close supervision. It is intended to provide participants with basic job skills that can lead to employment while, if possible, providing a service to the community.
- F. Employment Services Specialist (ESS or ES) – Welfare-to-Work staff member who provides job services and case management services for Welfare-to-Work program participants. Used interchangeably with the term "Case Manager."
- G. Expanded Subsidized Employment (ESE) – A type of subsidized employment that was established by AB 74 expanding subsidized employment opportunities for CalWORKS recipients.
- H. Human Services (HS) – San Bernardino County Human Services, 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.
- I. Memorandum of Understanding (MOU) – For the purpose of this document, a MOU is a contractual agreement between TAD and the Subsidized Employment (SE) provider. MOUs are established with the parent department or agency. One MOU can generate numerous training sites.
- J. Participant – An individual who has been determined eligible to participate in, and who is receiving service under, a program or agreement authorized by TAD. Used interchangeably with "recipient" or "customer."
- K. Provider – A public agency or private nonprofit organization that delivers educational, training, employment, or supportive services to TAD participants. Used interchangeably with "Service Provider", "Department" or "Collaborator."
- L. Qualitative Measures – An assessment of the degree of a participant's success in a SE assignment in terms of such attributes as the ability to follow directions, to complete assignments, to dress appropriately, to behave appropriately at the training site, etc.
- M. Quantitative Measures – An assessment of the degree of a participant's success in a SE assignment in terms of punctuality, adherence to an assigned schedule, etc.
- N. Recipient – An individual receiving TANF benefits and who is registered with TAD. Used interchangeably with "participant" or "customer."

- O. Referral Form – The form used to refer TAD participants to SE providers for enrollment in approved activities. The form supplies provider(s) with information pertaining to a TAD participant's referral and possible enrollment into the SE activity. The SE activity would determine the appropriate referral form to use.
- P. Service Coordinator – The TAD staff member designated to monitor SE participation and progress in the SE activity. Works with the Training Site Supervisor to ensure the participant is progressing and meeting his/her WTW Plan.
- Q. Service Provider – A public agency or private nonprofit organization entity that delivers educational, training, employment, or supportive services to TAD participants. Used interchangeably with "Provider" or "Department."
- R. Service Training Plan (WTW 733.5 Form) – Form used as an agreement between the participant and the Department. It confirms specifics about the participant's SE assignment, such as position, supervisor, daily/weekly schedule, and length of assignment. It serves as a reminder about attendance/progress submission, and the continued job search during the SE assignment. The form serves as an informational notice for the participant regarding the areas of evaluation and responsibilities while in SE training, and outlines TAD's responsibilities to ensure training.
- S. Site Supervisor Orientation – An introduction to and training for the TAD SE program that is conducted when the training site has not been previously used and/or the SE training site supervisor is new to the SE program and procedure.
- T. Subsidized Employment (SE) – A paid training activity that enables a participant to earn a wage while enhancing his/her job skills, improving his/her work maturity skills, and preparing for unsubsidized employment. Types of SE training activities include:
- CalWORKS Subsidized Employment Program (CSEP) – The program that matches CalWORKS customers with employers in order to perform job duties, enhance job skills and maintain current work history while earning a wage subsidy. Program duration may vary depending on available funding.
  - CalWORKS Youth Employment Program (CYEP) – The program that matches CalWORKS youth with employers in order to perform job duties, enhance job skills and maintain current work history while earning a wage subsidy. Program duration may vary depending on available funding.
  - Work Experience (WEX) – A training activity in the public or private sector under the close supervision of the activity service provider. WEX/Community Service is intended to help provide basic job skills, enhance existing job skills, and possibly provide a needed community service that will lead to unsubsidized employment. Program duration may vary depending on available funding.
- U. Subsidized Employment (SE) Trainees – Recipients of TANF who either participate as a condition of receiving TANF benefits or who volunteer to participate in the program to become more financially self-sufficient.
- V. Supportive Services – Services necessary to enable a participant to participate in a training program. Payment may be provided for transportation, childcare, health care, and other reasonable expenses required for participation in the training program and may be provided directly or through cash assistance.
- W. Subsidized WEX Time and Attendance Report (CSF 128) – The Subsidized WEX Time and Attendance Report form (CSF 128) form is used to track a subsidized Work Experience (WEX) employee's work and/or sick hours to be paid.

- X. Transitional Assistance Department (TAD) – The department that administers public assistance programs such as: Temporary Assistance for Needy Families (TANF), Cal-Learn (which serves pregnant/parenting teens on TANF who have not received a high school diploma or equivalent), CalFresh, Medi-Cal, and Welfare-to-Work.
- Y. Temporary Assistance for Needy Families (TANF) – The federal program under which CalWORKs is administered.
- Z. Training Site Request (TSR) (WTW 733.1 Form) – Completed by the Department staff to notify TAD of SE positions within their department, agency, or office. The TSR indicates the site supervisor, number of SE trainees the site can accommodate, pertinent information about the site, training activities, and any prerequisites or special requirements of the position(s).
- AA. Training Site Supervisor – Department's staff member designated to supervise SE trainees and their activities during their training assignment. The staff member works with the TAD SE Service Coordinator and/or TAD ESS to ensure the participant is meeting Welfare-to-Work requirements.
- BB. Unsubsidized Employment – Direct employment without a subsidy from TAD or other government agency.
- CC. Welfare-to-Work (WTW) – A mandatory employment focused program for most adults who are receiving cash aid under CalWORKs.
- DD. WEX/Community Service Referral Form (WTW 733.2 Referral Form) – The form is used to refer TAD participants to WEX/Community Service providers for enrollment in approved activities. The 733.2 Referral Form supplies the provider(s) with information pertaining to a TAD participant's referral and possible enrollment into the WEX/Community Service activity.

## **II. DEPARTMENT SERVICE RESPONSIBILITIES**

Department shall:

- A. Coordinate with the Service Coordinator in the referring TAD office to ensure that the participant has completed any preemployment requirements such as a background check, drug test, physical exam, tuberculosis test, etc., prior to placing the participant in subsidized training activities.
- B. Coordinate with the Service Coordinator in the referring TAD office to ensure that the participant is appropriate for, and will benefit from, the SE activity.
- C. Coordinate the hours of participation in the SE activity with the TAD ESS.
- D. Understand that the typical SE assignment shall be twelve (12) months in duration. The assignment may be extended two (2) times for an additional three (3) months, if the site continues to have the need and funding for SE continues to be available, and the participant:
  - 1. Continues to benefit from the assignment.
  - 2. Will be more likely to obtain unsubsidized employment with the additional experience gained through extension of the SE assignment.
  - 3. Has sufficient time remaining on aid for the extension to be feasible.
  - 4. Has continually exhibited good attendance and performance.

5. Has not had significant problems or issues at the site.
- E. Recognize SE participants are not regular County employees and can be terminated from the assignment at any time. The participant's assignment may need to be terminated for any of the following reasons:
1. Funding for the SE is no longer available.
  2. The participant is no longer eligible for CalWORKs.
  3. The site requests termination of the participant due to work related issues (absenteeism, tardiness, not completing assigned work, etc.).
  4. The participant qualifies for an exemption.
  5. The SE activity has reached the scheduled end date or allowable hours.
  6. The participant has found unsubsidized employment.
  7. Any other appropriate reason, as determined by the TAD ESS.
- F. Ensure a SE position is not created as a result of, or result in, any of the following:
1. Displacement, or partial displacement, of current employees, including, but not limited to, a reduction in regular work hours and overtime hours, wages, or employment benefits.
  2. A strike, lockout, or other bona fide labor dispute, or the violation of any existing collective bargaining agreement between employees and employers.
  3. The filling of established, unfilled positions, unless the positions are unfunded in a public agency budget.
  4. The filling of positions which would otherwise be promotional opportunities for current employees.
  5. The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
  6. The filling of a position created by termination, layoff, or reduction in workforce caused by the employer's intent to fill the position with a SE participant.
  7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs.
- G. Assist and encourage TAD participants to compete for any County job openings for which they qualify. SE participants assigned to public agencies shall be allowed to participate in classified service examinations equivalent to the positions they occupy, as well as all open and promotional examinations for which experience in the position may be qualifying.
- H. During the SE activity, provide each participant with:
1. Reasonable and proper supervision and instruction regarding training activities.
  2. Safety instructions and equipment necessary to protect the participant and others from injury and to protect equipment and property from damage, in accordance with OSHA guidelines.

3. The same working conditions as provided for Department employees. Examples of which include, but are not limited to, coffee breaks and lunch breaks.
- I. Supply TAD with a monthly record of the participant's attendance and progress by the fifth of each month following the month of service or as requested. The Department shall evaluate participant progress using the Site Supervisor's Handbook and the work site's job standards which shall be discussed at the time of placement. Progress shall be stated in both quantitative measures and qualitative measures.
- J. Comply with the terms and conditions outlined in the Site Supervisor's Handbook. Examples of these terms and conditions include, but are not limited to, communication with TAD Coordinators and/or ESS, reporting participant progress and instances of participant injury, and adhering to Training Site Supervisor responsibilities.
- K. Follow the same County guidelines for handling site related injuries of a participant as for a regular County employee.
- L. Follow the same County guidelines for authorizing or permitting a participant to operate a County owned vehicle as for a regular employee, including written documentation of the authorization or permission by the Department and completion of the County safe driver's course.

### **III. DEPARTMENT GENERAL RESPONSIBILITIES**

- A. Without the prior written consent of TAD, this MOU is not assignable by Department either in whole or in part.
- B. Department agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from the TAD Director. Any subcontractor shall be subject to the same provisions as Department in addition to all MOU provisions as required by County. Department shall be fully responsible for the performance of any subcontractor.
- C. Department will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within Department. HS administrative support staff for TAD shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- D. Department 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. The Department shall not use or disclose any identifying information for any other purpose than carrying out the Department'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.
- E. Department 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:
  1. Assurance that all employees, agents, consultants, or volunteers who perform services under this Agreement 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.
  2. 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.

3. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 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.
- F. Department 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 any position 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. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
- G. Department shall obtain and complete required documents as well as maintain satisfactory performance as outlined in this MOU.

#### **IV. TAD RESPONSIBILITIES**

TAD shall:

- A. Supply the Department with a copy of the Site Supervisor's Handbook.
- B. Explain the procedural differences between unpaid employment and SE assignments to the site supervisor.
- C. Retain the right to deny a participant's enrollment at the WEX/Community Service site if the enrollment does not conform to regulations governing WEX/Community Service activities.
- D. Pay for any preemployment requirements such as a background check, drug test, physical exam, Tuberculosis test, etc., prior to placing the participant in unsubsidized WEX training activities and converting the assignment to a Subsidized Employment assignment.
- E. Determine the number of hours a person may participate in a subsidized WEX/Community Service training activity and coordinate with the department's schedule and need.
- F. Assist the participant in completing a subsidized employment packet and explain the conditions of the temporary subsidized employment activity.
- G. Continue to monitor and manage the participant's case while he/she participates in the subsidized employment activity and verify that Time and Labor Report (TLR) is completed accurately and submitted timely to Personnel.
- H. Have the right to observe and monitor all activities involved in the performance of this MOU.

#### **V. MUTUAL RESPONSIBILITIES**

TAD and Department shall:

- A. 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.



- B. 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's and Department's mutual chain of command, as deemed necessary.
- C. Develop and implement procedures and forms necessary to administer and document program
- D. referral, participation, compliance, and effectiveness.

## **VI. FISCAL PROVISIONS**

- A. Participants in subsidized employment earn State minimum wage. Participants are not eligible to receive the following benefits (vacation leave, holiday, retirement, etc.) and will only be paid for hours actually worked with the exception of accrued paid sick leave.
- B. Participants fill out the CSF 128 and the ESS receives the form to enter and approve their etime.
- C. Reimbursement for TAD approved supportive services provided shall occur on a monthly basis for approved expenses incurred and claimed by Department. No later than ten (10) calendar days after the month of service, Department shall submit a claim for reimbursement, including the "request for transfer," for the reporting month. Monthly claims shall be sent to:

HS – Administrative Support Division  
Attn: Finance Unit  
150 South Lena Road  
San Bernardino, CA 92415-0515

- D. HS shall process a transfer no later than sixty (60) calendar days after receipt of a claim for reimbursement.
- E. Subsidized employment participants shall receive Workers' Compensation as an employer paid benefit.
- F. CalWORKs participants are not entitled to unemployment benefits when their temporary subsidized employment assignment ends.

## **VII. RIGHT TO MONITOR AND AUDIT**

- A. HS administrative support staff for TAD or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, 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 Department in the delivery of services provided under this MOU. Full cooperation shall be given by Department in any auditing or monitoring conducted.
- B. Department shall cooperate with TAD in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by HS administrative support staff for TAD, Federal and State representatives for a period of three years after final payment under the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records of Department which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon TAD's reasonable advance written notice or turned over to TAD.

- D. Department shall provide all reasonable facilities and assistance for the safety and convenience of TAD's representative 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 Department.

## **VIII. TERM**

This Memorandum of Understanding (MOU) is effective as of October 1, 2025, and expires September 30, 2030, but may be terminated earlier in accordance with provisions of Section IX of this MOU.

## **IX. EARLY TERMINATION**

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The TAD's Director is authorized to exercise TAD's rights with respect to any termination of this MOU. The Department Director, or his/her appointed designee, has authority to terminate this MOU on behalf of Department.
- B. Department will only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Department will not be reimbursed for costs incurred after the date of termination.
- C. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, TAD may immediately terminate this MOU upon written notice to Department.

## **X. 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 both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. As Departments of San Bernardino County and San Bernardino County Fire Protection, TAD and Department are self-insured under the laws of the State of California, and all TAD and Department employees performing services covered under this agreement are County employees.

## **XI. CONCLUSION**

- A. This MOU, consisting of eleven (11) pages is the full and complete document describing services to be rendered by Department to TAD 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 Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

SAN BERNARDINO COUNTY  
HUMAN SERVICES  
TRANSITIONAL ASSISTANCE DEPARTMENT

SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Name: Dawn Rowe  
Title: Chair, Board of Supervisors  
Address: 860 E. Brier Drive  
San Bernardino, CA 92415

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Dawn Rowe  
Title: Chair, Board of Directors  
Address: 598 S. Tippecanoe Ave., 2<sup>nd</sup> Floor  
San Bernardino, CA 92408

Date: \_\_\_\_\_