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Contract Number

25-713

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey
909-387-5779

Contractor

San Bernardino County Transitional
Assistance Department

Contractor Representative
Telephone Number
Contract Term

Chester Whitehurst

October 1, 2025 to September 30,
2030

Original Contract Amount
Amendment Amount

Non-Financial

Total Contract Amount

Cost Center

Grant Number (if applicable)

Briefly describe the general nature of the contract:

This is to approve Unsubsidized Work Experience and Community Service Training Agreement with San Bernardino County Transitional Assistance Department for San Bernardino County Fire Protection District to provide work experience opportunities to eligible participants under the California Work Opportunity and Responsibility to Kids Act Program, for the period of October 1, 2025, through September 30, 2030.

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Rick Luczak, Deputy County Counsel

Date

9/5/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

MEMORANDUM OF UNDERSTANDING
between
Transitional Assistance Department
and
San Bernardino County Fire Protection District
for
Unsubsidized
Work Experience/Community Service Training

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 order to comply with the CalWORKs Act and the CDSS regulations implementing said legislation, each County must arrange for or provide training services which include non-salaried (unsubsidized) Work Experience/Community Service, hereinafter referred to as WEX/Community Service training services, for its TANF customers; and

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

WHEREAS, TAD desires that unsubsidized WEX/Community Service training 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. 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.
- B. 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.
- C. Case Manager – TAD staff member who provides job services and case management services for TAD program participants. Used interchangeably with Employment Services Specialist (ES or ESS.)
- D. 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.
- E. 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."
- F. 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.
- G. Memorandum of Understanding (MOU) – For the purpose of this document, a MOU is a contractual agreement between TAD and the Work Experience/Community Service provider. MOUs are established with the parent department or agency. One MOU can generate numerous training sites.
- H. 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."
- I. Provider – A public agency or private nonprofit organization that delivers educational, training, employment, or supportive services to TAD participants. Used interchangeably with "Service Provider" or "Department."
- J. Qualitative Measures – An assessment of the degree of a participant's success in a WEX/Community Service training 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.
- K. Quantitative Measures – An assessment of the degree of a participant's success in a WEX/Community Service assignment in terms of punctuality, adherence to an assigned schedule, etc.
- L. Recipient – An individual receiving TANF benefits and who is registered with TAD. Used interchangeably with "participant" or "customer."

- M. 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.”
- N. 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.
- O. 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.
- P. 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.
- Q. Temporary Assistance for Needy Families (TANF) – The federal program under which CalWORKs is administered.
- R. Training Site Request (TSR) (WTW 733.1 Form) – Completed by the Department staff to notify TAD of WEX/Community Service positions within their department, agency, or office. The TSR indicates the site supervisor, number of WEX/Community Service trainees the site can accommodate, pertinent information about the site, training activities, and any prerequisites or special requirements of the position(s).
- S. Training Site Supervisor – Department’s staff member designated to supervise WEX/Community Service trainees and their activities during their training assignment. The staff member works with the TAD WEX/Community Service Coordinator and/or TAD ESS to ensure the participant is meeting Welfare-to-Work requirements.
- T. Welfare-to-Work (WTW) – A mandatory employment-focused program for most adults who are receiving cash aid under CalWORKs.
- U. Unsubsidized Employment – Direct employment without a subsidy from TAD or other government agency.
- V. 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.
- W. WEX/Community 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 WEX/Community Service 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 WEX/Community Service assignment. The form serves as an informational notice for the participant regarding the areas of evaluation and responsibilities while in WEX/Community Service training, and outlines TAD’s responsibilities to ensure training.
- X. Work Experience/Community Service Coordinator or WEX Coordinator – The TAD staff member designated to monitor the WEX/Community Service trainees’ participation and progress in the WEX/Community Service training activity. Works with the Training Site Supervisor to ensure the participant is progressing and meeting his/her WTW Plan.

- Y. Work Experience 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.
- Z. 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.
- AA. WEX/Community Service Site Supervisor Orientation – An introduction to and training for the TAD WEX/Community Service program that is conducted when the training site has not been previously used and/or the WEX/Community Service training site supervisor is new to the WEX/Community Service program and procedure.

II. DEPARTMENT SERVICE RESPONSIBILITIES

Department shall:

- A. Provide supervised unsubsidized WEX/Community Service training activities for participants assigned to a training site by TAD in the occupation(s) specified in the TSR (WTW 733.1 Form).
- B. Coordinate with the WEX/Community 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 unsubsidized WEX/Community Service training activities.
- C. Coordinate with the WEX/Community Service Coordinator in the referring TAD office to ensure that the participant is appropriate for, and will benefit from, the unsubsidized WEX/Community Service training activity.
- D. Coordinate the hours of participation in the unsubsidized WEX/Community Service training activity with the TAD ESS.
- E. Understand that the typical assignment shall be six (6) months in duration. The assignment may be extended for an additional six (6) months, up to a maximum of one (1) year, if the site continues to have the need, 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 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.
- F. Ensure an unsubsidized WEX/Community Service training 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 WEX/Community Service training 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 WEX/Community Service training participants to compete for any County job openings for which they qualify. WEX/Community Service training 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 WEX/Community Service training 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 tenth of each month following the month of service or as requested. The Department shall evaluate participant progress using the Work Experience/Community Service Training 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 Work Experience/Community Services Training Site Supervisor's Handbook. Examples of these terms and conditions include, but are not limited to, communication with TAD WEX/Community Service Coordinators and/or ESS, reporting participant progress and instances of participant injury, and adhering to Training Site Supervisor responsibilities.
- K. **Not** authorize or permit a TAD WEX/Community Service training participant to operate any privately owned or county owned vehicle in connection with a work experience or community service assignment under any circumstances.
- L. Recognize and agree that unsubsidized WEX/Community Service training individuals are not County employees and can be removed from the training assignment at any time for any reason. These individuals are not entitled to any paid benefits, including but not limited to sick leave or vacation leave.

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 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.
- D. 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.
- E. 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.
- F. 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 Department with a copy of the Work Experience/Community Service Training Site Supervisor's Handbook.
- B. Retain the right to deny a participant's enrollment at the WEX/Community Service training site if the enrollment does not conform to regulations governing WEX/Community Service training activities.

- C. Pay for any preplacement requirements such as a background check, drug test, physical exam, Tuberculosis test, etc., prior to placing the participant in unsubsidized WEX/Community Service training activities.
- D. Determine the number of hours a person may participate in an unsubsidized WEX/Community Service training activity and coordinate with Department's schedule and need.
- E. 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 referral, participation, compliance, and effectiveness.

VI. FISCAL PROVISIONS

- A. Department is prohibited from making any payments to the participant for training activities performed under this MOU. It is further stipulated that financial remuneration shall not be paid by TAD for WEX/Community Service training provided by the County and/or TAD to TAD participants.
- B. 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

- C. HS shall process a transfer no later than thirty (30) calendar days after receipt of a claim for reimbursement.
- D. Unsubsidized WEX/Community Service training participants are covered for Workers' Compensation benefits through the California Department of Social Services under a contract with Intercare Holdings Insurance Services (Intercare). All benefits are administered and authorized through Intercare.

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 District, 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 ten (10) 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

Dawn Rowe

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

Date: SEP 09 2025

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
of San Bernardino County

By

[Signature]
Deputy

SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT

Dawn Rowe

Name: Dawn Rowe
Title: Chair, Board of Directors
Address: 598 S. Tippecanoe Ave., 2nd Floor
San Bernardino, CA 92408

Date: SEP 09 2025

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD.
LYNNA MONELL
Secretary

By

[Signature]
Deputy