



HOPE through HOUSING
FOUNDATION

MEMORANDUM OF UNDERSTAND REGARDING DATA SHARING

This Memorandum of Understanding Regarding Data Sharing (this “**MOU**”) is made as of February 12, 2020 (the “**Effective Date**”), between Hope Through Housing Foundation (“**Hope**”), a California non-profit public benefit corporation having an office at 9421 Haven Avenue, Rancho Cucamonga, California 91730, on the one hand, and the County of San Bernardino, Preschool Services Department (the “**County**”), having an office at 662 S. Tippecanoe Ave., San Bernardino, California 92415, on the other hand. Together, these parties are referred to herein as the “**Parties**” and, individually, a “**Party**.”

This MOU is entered into by the Parties to set forth their collective understanding regarding the manner in which certain limited data may be permissibly provided from the County to Hope, as follows:

1. **PURPOSE.** Hope provides various social services to low and moderate-income residents in the County of San Bernardino and beyond, including residents of the Olive Meadow and Valencia Vista residential communities at Arrowhead Grove (formerly Waterman Gardens) in San Bernardino (collectively referred to as the “**Project**”). In an effort to gain a better understanding of the academic performance and/or attendance of the school-aged residents of the Project, Hope and the County have agreed that the County will share certain limited data with Hope regarding such Project residents. The Parties recognize and acknowledge the foregoing and the value of establishing minimal data sharing to meet this purpose.

2. **DATA TO BE SHARED.**

2.1 The County will provide the following two data points to Hope within ten (10) calendar dates from the Effective date of this MOU and annually thereafter: (1) the number of children enrolled in the County preschool located at the Project; and (2) the number of those children that are also residents of the Project.

2.2 The County will provide non-identifiable academic performance data periodically, but no less often than annually, regarding: (1) the children enrolled in the County preschool located at the Project; and (2) those children that are also residents of the Project.

2.3 The information to be provided by the County in this Section 2 is referred to herein as the “**Data**.”

3. **METHOD OF SHARING DATA.** The County will provide the data via electronic mail to Hope at the notice address below:

Sandra Espadas at: sespadas@nationalcore.org.

4. **NO PII.** The Data will not include any specific information that would identify any individual resident or other person, including, for example, any names, addresses, unit numbers, telephone numbers, or other personal identifying information of any individual (together, “**PII**”). It is not the Parties intent to exchange any PII. To the extent the Parties wish to exchange any information besides the Data, including PII, at some future time, the Parties will document the provision of that information in a separate

agreement.

5. **TERM/TERMINATION**. This MOU shall become effective on the Effective Date and will expire five (5) years from the Effective Date. Any Party may withdraw their participation in the MOU at any time and for any reason by providing written notice of that withdrawal to the other Party.

6. **NOTICE**. Any notice, demand, or other communication (collectively “**notice**”) required under this MOU must be made in writing and is deemed to be given: (a) (i) when actually received by the representatives designated to receive notices for the intended recipient or (ii) when delivered to the address set forth in the below for each Party, provided the notice is sent to a Party’s representative by certified or registered mail (return receipt requested) or commercial express courier (with tracking capabilities); or (b) via electronic mail when the intended recipient acknowledges receipt thereof.

All required notices from the County must be sent to the HTHF as follows:

National Community Renaissance of California
Attn: Chief Financial Officer
9421 Haven Avenue
Rancho Cucamonga, CA 91730
mfinn@nationalcore.org

With a copy to:

National Community Renaissance of California
Attn: Sandra Espadas
sespadas@nationalcore.org

All required notices from HTHF must be sent to the County as follows:

Preschool Services Department
Phalos Haire, Director
662 S. Tippecanoe Ave.,
San Bernardino, California 92415

Either Party may change its addresses or representatives for receiving notices upon notice to the other.

7. **GENERAL PROVISIONS**

7.1 No fees or costs will be owing to or from either Party with regard to this MOU generally and with regard to the exchange of the Data specifically.

7.2 Both Parties agree to comply with all laws applicable to this MOU.

7.3 This MOU shall be governed by and construed and enforced in accordance with the laws of the State of California exclusive of choice of law provisions.

7.4 This MOU contains the full and complete understanding of the Parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written.

7.5 If any provision of this MOU is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.

[intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year set forth above.

**HOPE THROUGH HOUSING
FOUNDATION**

COUNTY OF SAN BERNARDINO

By: _____

By: _____

Name: Greg Bradbard

Name: Curt Hagman

Title: President

Title: Chairman, Board of Supervisors