

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**SAN BERNARDINO COUNTY (COUNTY)**  
**HUMAN SERVICES**  
**TRANSITIONAL ASSISTANCE DEPARTMENT**  
**and**  
**Foundation for California Community Colleges**  
**for**  
**DATA SHARING**

**November 15, 2022**

**WHEREAS**, The Transitional Assistance Department, hereinafter referred to as TAD, administers the public assistance programs in San Bernardino County, including CalFresh, California's Supplemental Nutrition Assistance Program (SNAP) serving low-income individuals; and

**WHEREAS**, the Foundation for California Community Colleges hereinafter referred to as the Foundation and/or Contractor, is the official foundation to the California Community Colleges' Board of Governors and Chancellor's Office. The Foundation's mission is to benefit, support, and enhance the missions of the California Community College system. The Foundation's Fresh Success program helps community colleges and community-based organizations effectively start and manage CalFresh Employment and Training (E&T) programs in partnership with their counties. Through Fresh Success, CalFresh participants gain education and training that will lead to better employment and a path to economic self-sufficiency. Fresh Success is operated by the Foundation under a contract with the California Department of Social Services (CDSS) and is funded through Supplemental Nutrition Assistance Program (SNAP) Employment and Training 50:50 funds.

**WHEREAS**, CDSS has encouraged counties to collaborate with the Foundation. The Foundation is able to serve customers across San Bernardino County.

**WHEREAS**, the Foundation and TAD desire to share information to build coordinated strategies for assisting individuals, as further detailed in this MOU; and

**WHEREAS**, TAD and the Foundation desire to work collaboratively in order to identify and assist common/mutual customers.

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

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## I. DEFINITIONS

- A. Able Bodied Adult Without Dependents (ABAWD) – A Non-Assistance CalFresh (NACF) recipient age 18 through 49 who is not disabled and who is not living with a child under the age of 18 in their CalFresh household.
- B. CalFresh Confirm – California Department of Social Services (CDSS) CalFresh Confirm and CalFresh Employment and Training (E&T) Confirm systems (hereafter collectively referred to as "CalFresh Confirm") The CalFresh Confirm system is used to look up CalFresh E&T eligibility confirmation. Access to CalFresh Confirm is provided by CDSS and is documented with an approved Organization Access Form.
- C. CalFresh Employment and Training (E&T) Component – EA service, activity, or program designed to help CalFresh recipients gain skills, training, or work experience. Components include but are not limited to supervised job search, workfare, work experience, self-employment, education/vocational training, and job retention.
- D. CalFresh Employment and Training (E&T) Program – A volunteer program for NACF customers that provide employment and training activities for those who are not exempt from CalFresh Work Registration. The goal of the CalFresh E&T Program is to increase the earning capacity of recipients through employment and training to achieve self-sufficiency.
- E. Customer – An individual who is receiving SNAP/CalFresh benefits who is registered with TAD and has been determined eligible to participate in, and who is receiving services under, a program or agreement authorized by TAD. Used interchangeably with "client," "participant," "recipient," or "enrollee."
- F. Foundation – The Foundation for California Community Colleges referred to as the Foundation.
- G. Fresh Success – The title of Foundation's Employment and Training Program.
- H. 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.
- I. Non-Assistance CalFresh (NACF) Families – CalFresh households containing some or all members not eligible to, or not receiving, federal cash aid benefits.
- J. Personally Identifiable Information (PII) – Any information that can be used alone or in conjunction with other information to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, Driver License number, or identification number. When PII is emailed, information should be encrypted.
- K. Release of Information – The TAD authorization for Release of information, for number TAD 228 ES used by staff to obtain a participant's authorization to share information between TAD and Foundation for California Community Colleges valid for one (1) year from date of signing.
- L. Secure File Transfer Protocol (SFTP) – A network protocol for accessing, transferring, and managing files on a remote system.
- M. Stat 47 – A point-in-time count of work registrants and ABAWD. The STAT 47 requires County Welfare Departments to identify the number of ABAWD and non-ABAWD via the point-in-time count and the count of individuals participating in CalFresh E&T activities on a quarterly basis. Fresh Success is required to provide their CalFresh E&T participant data to San Bernardino County who will incorporate this data into STAT 47 reports.

- N. Transitional Assistance Department (TAD) – The County department which determines the eligibility for CalWORKs cash benefits, Medi-Cal, and CalFresh and administers public assistance programs in San Bernardino County.
- O. Work Requirements – Individuals who are ABAWDs must complete certain work-related activities to remain eligible for CalFresh. Work requirements are under a statewide unemployment waiver until June 30, 2023.

## II. **FOUNDATION SERVICE RESPONSIBILITIES**

Foundation shall:

- A. Establish sub-recipient agreements with California Community Colleges Fresh Success Providers approved by TAD to offer CalFresh E&T services to County residents. Foundation shall notify TAD in writing of all Fresh Success Providers that will be included in the Fresh Success E&T Plan for state and federal approval and that intend to offer E&T services to County clients. Agreements are executed as sub-awards under Foundation's primary contract with CDSS and incorporate any flow-down provisions required by TAD under this agreement.
- B. Fresh Success Provider responsibilities related to the Foundation-TAD agreement include:
  - 1. Identify and assess potential E&T participants enrolled in the community college, and if the participant is an E&T eligible CalFresh recipient, enroll them into Fresh Success E&T Program.
  - 2. Confirm that Fresh Success participants are CalFresh E&T eligible for each month in which they receive CalFresh E&T services using CalFresh Confirm or other available resources.
    - a) In the instances CalFresh Confirm is unavailable then eligibility will be verified through a request to TAD to confirm San Bernardino County eligibility prior to charging expenditures to CalFresh E&T.
  - 3. Provide County with a primary point of contact.
  - 4. Maintain and submit records for quarterly and annual reporting requirements using Foundation – provided tools in compliance with Foundation agreement.
  - 5. Obtain and record ABAWD status from County or other available sources for each new Fresh Success participant upon entry to the program and at the start of each federal fiscal year for continuing participants.
  - 6. Provide Release of Information form, received from customers allowing TAD to release ABAWD information to Foundation.
- C. Obtain state and federal approvals for Fresh Success Providers' services and budget through submission of a Fresh Success CalFresh E&T Plan.
- D. Facilitate Fresh Success Providers' access to the CDSS CalFresh Confirm system, including obtaining COUNTY approval.
- E. Coordinate with Fresh Success Providers to ensure timely submission of quarterly STAT 47 data to County and submission of federal reporting measures per CDSS requirements.
- F. Provide information about County's individual CalFresh recipients that are enrolled into the Fresh Success E&T program on a monthly basis as needed for TAD records.

- G. Monitor compliance of Fresh Success Providers in accordance with CDSS and United States Department of Agriculture Food and Nutrition Service (USDA FNS) SNAP E&T guidance and existing "Fresh Success Provider Monitoring Policy." This includes implementing any corrective action plans as may be determined by Management Evaluations by CDSS.

### **III. FOUNDATION GENERAL RESPONSIBILITIES**

Foundation shall:

- A. Not assign this Memorandum of Understanding (MOU), either in whole or part, without the prior written consent of TAD.
- B. Not enter into any subcontracting agreements for work under the MOU without first obtaining written approval from TAD Director. Any subcontractor shall be subject to the same provisions as Foundation in addition to all terms and conditions as required by County. Foundation shall be fully responsible for the performance of any subcontractor.
- C. Maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance, in accordance with Foundation's record retention policies/processes. Said records shall be kept and maintained within Foundation. Should TAD have the legal and/or regulatory requirement to audit Foundation for Foundation's performance under this MOU, HS administrative support staff for TAD shall have the right upon thirty (30) days' notice to examine and inspect such records and books at Foundation's offices, and during Foundation's normal hours of operation.
- D. Obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.
- E. Ensure that all staff, volunteers and/or subcontractors performing services under this MOU comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
  - 1. Read, understand and comply with the Privacy and Security Requirements Summary.
  - 2. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
  - 3. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
  - 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).

### **IV. TAD RESPONSIBILITIES**

TAD shall:

- A. Safeguard confidentiality of customer information and in accordance with CalFresh policies.
- B. Upon receipt of Fresh Success monthly participant list, update the TAD case management system with the work registration information for ABAWD customers. Case management system will be updated manually to record customer work registration activity status.

- C. Integrate tabulated data on participation from the Foundation and its Fresh Success Providers into quarterly STAT 47 reports.
- D. Provide ABAWD status to Fresh Success monthly upon entry to the program.
- E. Without the prior written consent of Foundation, this MOU is not assignable by TAD either in whole or in part.
- F. Approve designated Fresh Success Providers' access to CalFresh Confirm per the processes required by CDSS.
- G. Support Fresh Success Providers with E&T eligibility questions when data is unavailable through CalFresh Confirm, limited to confirming participant receipt of NACF.
- H. Participate in any necessary planning for the end of the ABAWD waiver and collaborate with Foundation and Fresh Success Providers to develop systems to comply with state and federal requirements as needed.

## **V. MUTUAL RESPONSIBILITIES**

- A. TAD and Foundation 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 MOU, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. TAD and Foundation 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 Foundation mutual chain of command, as deemed necessary.
- C. TAD and Foundation 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. TAD and Foundation shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU and Foundation's contract with CDSS, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- D. TAD and Foundation 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>. In the event a party discovers any suspected or actual breach of confidential information as further detailed in the requirements, such party shall immediately notify the other party.

## **VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

- A. Foundation agrees to and shall comply with the following indemnification and insurance requirements:
  - 1. Indemnification – The Foundation 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, including the acts, errors or omissions of any person under the direction or control of the Foundation 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 indemnitees. In the event that the Parties are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations, each Party shall indemnify the other Party to the extent of its comparative fault.

- If, in Foundation's opinion, any goods or services became, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Foundation may, at its option: (i) procure for county the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Foundation, County shall cease use of the goods or services upon written notice from Foundation, and Foundation shall provide county with a pro-rata refund of the unearned fees paid by County to Foundation for such goods or services.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds 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 2010.1185.
  3. Waiver of Subrogation Rights – The Foundation 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 Foundation and Foundation's employees or agents from waiving the right of subrogation prior to a loss or claim. The Foundation hereby waives all rights of subrogation against the County.
  4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
  5. Severability of Interests – The Foundation 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 Foundation and the County or between the County and any other insured or additional insured under the policy.
  6. Proof of Coverage – The Foundation shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Foundation shall maintain such insurance from the time Foundation commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Foundation shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
  7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
  8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to 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 Foundation or County payments to the Foundation 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. Foundation 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. The Foundation agrees to provide insurance set forth in accordance with the requirements herein. If the Foundation uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Foundation agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the Foundation and all risks to such persons under this Contract.

If Foundation has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Foundation shall carry General Liability Insurance covering all operations performed by or on behalf of the Foundation providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.



- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.  
  
If the Foundation is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.  
  
If the Foundation 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. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

## **VII. FISCAL PROVISIONS**

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

## **VIII. TERM**

This MOU is effective as of November 15, 2022 and expires September 30, 2024, 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 Director is authorized to exercise TAD's rights with respect to any termination of this MOU. The Foundation Chief Executive Officer, or his/her appointed designee, has authority to terminate this MOU on behalf of Foundation.
- B. If, during the term of this MOU, CDSS terminates their contract with Foundation as a Statewide Third Party Partner to provide E&T activities for the CalFresh program, TAD may immediately terminate this MOU upon written notice to Foundation.

## **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. The parties agree to abide by all applicable state, federal, local laws, and regulatory requirements.

**XI. CONCLUSION**

- A. This MOU, consisting of eleven (11) pages, is the full and complete document describing services to berendered by County to Foundation 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 MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Curt Hagman, Chairman, 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

\_\_\_\_\_  
Foundation for California Community Colleges  
(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Jorge J.C. Sales  
(Print or type name of person signing contract)

Title Foundation for California Community Colleges  
(Print or Type)

Dated: \_\_\_\_\_

Address 1102 Q Street, Suite 4800  
Sacramento, CA 95811