

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

November 15, 2022

FROM

GILBERT RAMOS, Director, Transitional Assistance Department

SUBJECT

Non-Financial Memorandum of Understanding with the Foundation for California Community Colleges for Data Sharing

RECOMMENDATION(S)

Approve a non-financial Memorandum of Understanding (**County Contract No. 22-1170**) with the Foundation for California Community Colleges, for the exchange of information of mutual customers, for the period of November 15, 2022 through September 30, 2024.
(Presenter: Gilbert Ramos, Director, 388-0245)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Promote the Countywide Vision.

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

The recommended Memorandum of Understanding (MOU) is non-financial in nature and, as such, does not impact Discretionary General Funding (Net County Cost).

BACKGROUND INFORMATION

The recommended MOU establishes mechanisms for the Foundation for California Community Colleges (Foundation) and the Transitional Assistance Department (TAD) to exchange information of Employment and Training (E&T) participants enrolled in the community colleges. TAD administers the public assistance programs in San Bernardino County (County), including CalFresh. CalFresh serves low-income individuals by providing monthly food benefits.

The Foundation 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 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 offers supportive services such as transportation services, books, and childcare. Fresh Success also offers case management services that help assess and assist the participants to be successful in their education program with a goal to gain and maintain employment. Fresh Success is operated by the Foundation under a contract with the California Department of Social Services (CDSS). CDSS has encouraged counties to collaborate with the Foundation.

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The Foundation is able to serve customers across the County and will establish sub-recipient agreements with local community colleges to be Fresh Success providers approved by TAD to offer CalFresh E&T services to County residents. The Foundation will include all Fresh Success providers in the Fresh Success E&T Plan for state and federal approval who intend to offer E&T services to County clients. The Foundation will upload lists of E&T participants that TAD will use to confirm CalFresh program status and update participant information in TAD's case management system. This data will also be used for statistical reports sent to CDSS.

The MOU is the Foundation's standard contract, which includes terms that differ from the standard County contract and omits certain County standard contract terms. While the parties negotiated certain contract terms to County standards, the Foundation would not agree to the County standard indemnification provision. The non-standard and missing terms include the following:

1. 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.
 - The County standard contract does not include any indemnification or defense by the County of a Contractor.
 - Potential Impact: By agreeing to indemnify the Foundation, the County could be contractually waiving the protection of sovereign immunity. Claims that may be otherwise barred against the County, time limited, or expense limited could be brought against the Foundation without such limitations, and the County would be responsible to defend and reimburse the Foundation for costs, expenses, and damages, which could exceed the total contract amount.

TAD has reviewed the non-standard term and determined that the benefit to the County outweighs the potential risks the non-standard term poses, and recommends approval of the contract with the Foundation.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by Human Services Contracts (Patty Steven, Contracts Manager, 388-0241) on September 15, 2022; County Counsel (Adam Ebright, Deputy County Counsel, 387-5455) on September 20, 2022; Risk Management (Victor Tordesillas, Director, 386-8623) on September 13, 2022; Finance (John Hallen, Administrative Analyst, 388-0208) on October 6, 2022; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on October 11, 2022.

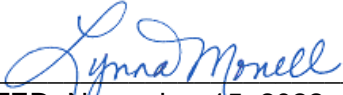
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Janice Rutherford
Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Curt Hagman, Joe Baca, Jr.
Absent: Dawn Rowe

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: November 15, 2022



cc: TAD - Greswit w/agree
Contractor - C/O TAD w/agree
File - w/agree
CCM 11/23/2022