

MEMORANDUM OF UNDERSTANDING
Between
COUNTY OF SAN BERNARDINO (COUNTY)
HUMAN SERVICES
TRANSITIONAL ASSISTANCE DEPARTMENT
and
CENTER FOR EMPLOYMENT OPPORTUNITIES (CEO)
for
DATA SHARING

APRIL 7, 2021

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, Center for Employment Opportunities, Inc., hereinafter referred to as CEO, is a nationwide, nonprofit social enterprise that provides transitional jobs and tailored vocational services to individuals who were recently released from incarceration and are in need of employment support.

CEO contracts directly with the California Department of Social Services (CDSS) as a Statewide Third Party Partner to provide E&T activities for the CalFresh program.

CDSS has encouraged counties to collaborate with CEO. CEO is able to serve customers across San Bernardino County.

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

WHEREAS, the information shared between TAD and CEO shall only be Personally Identifiable Information; and

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

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

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I. DEFINITIONS

- A. CEO – The acronym for the Center for Employment Opportunities, Inc.
- B. CalFresh Employment and Training (E&T) Program – A volunteer program for Non-Assistance CalFresh (NACF) customers that provides 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.
- C. 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.
- D. Personally Identifiable Information (PII) – PII is 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's license number, or identification number. When PII is sent information should be encrypted.
- E. TAD – The acronym for the Transitional Assistance Department, which administers public assistance programs in the County of San Bernardino.
- F. 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."
- G. Non-Assistance CalFresh (NACF) Families – CalFresh households containing some or all members not eligible to, or not receiving, federal cash aid benefits.
- H. 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.
- I. 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 July 2021.

II. CEO SERVICE RESPONSIBILITIES

CEO shall:

- A. Identify and assess potential E&T participants, and if appropriate and participant is an E&T eligible CalFresh recipient, enroll them into CEO'S E&T Program.
- B. Verify CalFresh E&T eligibility via the CalFresh Confirm database.
- C. Collaborate and communicate with County to improve case management of CalFresh E&T eligible and enrolled customers, including barriers to CalFresh enrollment and recertification, customer suitability to components, work requirement compliance, and employment attainment.
- D. Provide County with a primary point of contact.
- E. Identify participants from the incarcerated re-entry population using the existing established contract with California Department of Social Services (CDSS).
- F. Provide TAD with a monthly list of CalFresh E&T CEO participants.

III. CEO GENERAL RESPONSIBILITIES

- A. Without the prior written consent of TAD, this Memorandum of Understanding (MOU) is not assignable by CEO either in whole or in part.
- B. CEO agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from TAD Director. Any subcontractor shall be subject to the same provisions as CEO in addition to all terms and conditions as required by County. CEO shall be fully responsible for the performance of any subcontractor.
- C. CEO will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance, in accordance with CEO's record retention policies/processes. Said records shall be kept and maintained within CEO. Should TAD have the legal and/or regulatory requirement to audit CEO for CEO'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 CEO's offices, and during CEO's normal hours of operation.
- D. CEO shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.

IV. TAD RESPONSIBILITIES

TAD shall:

- A. Safeguard confidentiality of customer information and in accordance with CalFresh policies.
- B. Upon receipt of CEO 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. Communicate and work collaboratively with CEO staff to maximize services to customers.
- C. Without the prior written consent of CEO, this MOU is not assignable by TAD either in whole or in part.

V. MUTUAL RESPONSIBILITIES

- A. TAD and CEO 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 CEO 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 CEO mutual chain of command, as deemed necessary.
- C. TAD and CEO agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. TAD and CEO 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 CEO shall not use or disclose any identifying information for any other purpose other than carrying out the 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. TAD and CEO 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. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
 - 1. Indemnification – The Contractor 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 from any cause whatsoever, including the acts, errors or omissions of any person 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. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

If, in Contractor's opinion, any goods or services became, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor 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 Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide county with a pro-rata refund of the unearned fees paid by County to Contractor 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 Contractor 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 Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor 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 Contractor 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 Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor 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 Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor 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 Contractor or County payments to the Contractor 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. Contractor 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 Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor 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 Contractor 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 including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor 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 Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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 Contractor 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 Contractor 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 April 7, 2021 and expires September 30, 2023, 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 CEO Chief Executive Officer, or his/her appointed designee, has authority to terminate this MOU on behalf of CEO.
- B. If, during the term of this MOU, CDSS terminates their contract with CEO 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 CEO.

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 nine (9) pages, is the full and complete document describing services to be rendered by County to CEO 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 the County of San Bernardino 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.

COUNTY OF SAN BERNARDINO

►

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
of the County of San Bernardino

By _____
Deputy

Center for Employment Opportunities, Inc.
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 50 Broadway, Ste. 1604

New York, NY 10004
