

**MEMORANDUM OF UNDERSTANDING BETWEEN
County of Fresno Department of Social Services and
Foundation for California Community Colleges**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as MOU, is made and entered into this 1st day of October 2024 by and between County of Fresno Department of Social Services, hereinafter referred to as “COUNTY” and the Foundation for California Community Colleges, hereinafter referred to as FOUNDATION. It is expressly understood and agreed by all participants as follows:

I. Purpose

This MOU establishes an interagency collaborative for the Fresh Success CalFresh Employment and Training (CFET) Program whose purpose is to increase CalFresh participants’ employability by providing employer-valued skills training and supporting participants’ ability to afford costs associated with the employment and training program. This MOU will define the areas of responsibilities for interagency cooperation to facilitate Fresh Success implementation. 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 Employment & Training (SNAP E&T) 50:50 funds.

II. Responsibilities of Collaborative Partners

To ensure collaboration occurs as needed in order to enable the services FOUNDATION has contracted directly with CDSS, the parties will meet the following responsibilities:

A. RESPONSIBILITIES OF FOUNDATION

As the Fresh Success program administrator, the Foundation agrees to the following responsibilities:

1. Establish sub-recipient agreements with Fresh Success Providers approved by COUNTY to offer CFET services to County residents. FOUNDATION shall notify COUNTY in writing of all Fresh Success Providers that will be included in the Fresh Success CFET Plan for state and federal approval and that intend to offer 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 COUNTY under this agreement.

Fresh Success Provider responsibilities related to the FOUNDATION-COUNTY agreement include:

- a. Identify and assess potential participants for reverse referral to CFET;
- b. Prepare Fresh Success Pre-Enrollment Forms for COUNTY use in CalFresh student eligibility determinations, as appropriate;
- c. Receive referrals from COUNTY, assess referred CalFresh clients to determine fit for the CFET components offered by the Fresh Success Provider, and provide required

- information to COUNTY regarding enrollment or Provider determination that the client is not a good fit;
- d. Confirm that Fresh Success participants are CFET eligible for each month in which they receive CFET services using CalFresh Confirm or other available sources;
 - e. Obtain and record CalFresh Able-Bodied Adults Without Dependents (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;
 - f. Maintain and submit records for quarterly and annual reporting requirements using FOUNDATION-provided tools and in compliance with FOUNDATION agreement; and
 - g. Participate in any necessary planning for the end of the ABAWD waiver and collaborate with COUNTY and FOUNDATION to develop systems to comply with state and federal requirements as needed.
2. Obtain state and federal approvals for Fresh Success Providers' services and budget through submission of a Fresh Success CFET Plan.
 3. Facilitate Fresh Success Providers' access to the CDSS CalFresh Confirm system, including obtaining COUNTY approval.
 4. 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.
 5. Provide information about COUNTY's individual CalFresh recipients that are enrolled into the Fresh Success program on a quarterly basis as needed for COUNTY records.
 6. Communicate relevant issues to all parties in a timely manner relating to Fresh Success program participation, compliance with state CFET and federal SNAP E&T regulations, or termination by either party of Fresh Success agreements.
 7. 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 its existing "Fresh Success Provider Monitoring Policy."

B. RESPONSIBILITIES OF COUNTY

1. Refer CalFresh participants to Fresh Success Providers via informational material, as appropriate;
2. Accurately determine eligibility and enroll all eligible applicants referred by Fresh Success Providers into CalFresh, using Fresh Success Pre-Enrollment Forms to verify student eligibility, if necessary;
3. Confirm that potential participants have been appropriately screened and referred to CFET including when a Fresh Success provider initiates the referral request (reverse referral);
 - a. County agrees to sign and return the participant roster shared by Fresh Success or the Provider on a monthly basis confirming that all new participants have been screened and referred by the County;
4. Approve Fresh Success Providers' access to CalFresh Confirm per the processes required by CDSS;

5. Support Fresh Success Providers with troubleshooting eligibility questions when data is unavailable through CalFresh Confirm;
6. Coordinate with FOUNDATION or Fresh Success provider to ensure access to ABAWD status for each Fresh Success participant as required for mandatory reporting, including ABAWD status for newly enrolled participants by the end of the quarter in which they enroll and for all continuing participants during the first quarter of each federal fiscal year;
7. Safeguard confidentiality of Fresh Success Providers' information and data in accordance with CalFresh policies;
8. Integrate tabulated data on participation from FOUNDATION and its Fresh Success Providers into quarterly STAT 47 reports;
9. 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; and
10. Cooperate with program and fiscal reviews and address any corrective actions pertaining to the partnership between FOUNDATION and COUNTY.

III. Compensation

The parties agree that no compensation shall be paid by either party to the other party for services rendered under this MOU.

IV. Term

This Agreement shall be effective October 1, 2024, between the COUNTY and FOUNDATION and shall remain in effect until September 30, 2025. This MOU may be extended for two (2) additional one-year terms upon written approval of both parties no later than thirty (30) days prior to the first day of the next extension period, unless terminated or otherwise amended before that date. The Purchasing Manager or designee is authorized to execute such written approval on behalf of COUNTY based on FOUNDATION's satisfactory performance.

V. Notice

- A. Any notice, demand, request, consent, or approval that either party provides pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail or email, addressed as follows:

COUNTY
 County of Fresno
 Director, Department of Social Services
 205 W. Pontiac Way, Bldg. 2
 Clovis, CA 93612

FOUNDATION
 Manager
 Fresh Success
 1102 Q Street, Suite 4800
 Sacramento, CA 95811

- B. Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

VI. Compliance with Laws

The parties shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.

VII. Confidentiality and Security

FOUNDATION and any employees and/or volunteers performing services at its direction agree to comply with the provisions of the California Department of Social Services Confidentiality and Information Security Requirements. Fresh Success Providers shall comply with all Confidentiality and Security Requirements contained within its contract with the Foundation for California Community Colleges.

- A. All applications and records concerning any individual receiving services pursuant to this MOU are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring, evaluation, or auditing of the program.
- B. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as provided by law. Any inadvertent or willful disclosure of any confidential information may result in criminal penalties.
- C. No person shall publish, disclose, or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as is provided by laws.
- D. FOUNDATION shall inform all of its employees, agents, officers and subcontractors of the above provisions and that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

The current versions of both the DHCS and COSS Privacy and Security Agreements are available upon request or can be viewed at: <https://www.fresnocountyca.gov/Departments/Social-Services/DSS-Administration/Privacy-and-Security-Agreements>. FOUNDATION shall insure that all personally identifiable information (PII), as defined in the DHCS and COSS Privacy and Security Agreements, concerning program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the program. FOUNDATION shall use appropriate administrative, physical, and technical safeguards to protect PII, as set forth in the DHCS and COSS Privacy and Security Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, FOUNDATION shall immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at dssprivacyofficer@fresnocountyca.gov. FOUNDATION shall certify that all employees, agents, officers and subcontractors have received privacy and security training before accessing any PII and have received refresher training annually, as required by the Agreements.

VIII. Conflict of Interest

No party or their officers or employees shall have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be

financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

IX. Non-Discrimination in Employment, Service, Benefits and Facilities

The parties agree and assure that they and any sub-recipients shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or recipient of services contemplated to be provided or provided under this Agreement, because of race, color, religion, ancestry, national origin, sex, sexual orientation, gender, gender identity, age, physical or mental disability, marital status, or political affiliation.

X. Indemnification

FOUNDATION shall indemnify and hold harmless and defend COUNTY (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to COUNTY or any third party that arise from or relate to the performance or failure to perform by FOUNDATION (or any of its officers, agents, subcontractors, or employees) under this Agreement. COUNTY may conduct or participate in its own defense without affecting FOUNDATION's obligation to indemnify and hold harmless or defend COUNTY.

COUNTY shall indemnify and hold harmless and defend FOUNDATION (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to FOUNDATION or any third party that arise from or relate to the performance or failure to perform by COUNTY (or any of its officers, agents, subcontractors, or employees) under this Agreement. FOUNDATION may conduct or participate in its own defense without affecting COUNTY's obligation to indemnify and hold harmless or defend FOUNDATION.

It is the intention of the parties that the provisions of this paragraph be interpreted make each party responsible to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and FOUNDATION's sub-recipients. It is also the intention of the parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors and FOUNDATION's sub-recipients. This Section X survives the termination of this Agreement.

XI. Insurance

Through self-insurance and/or insurance programs, the parties finance their general liability with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000), professional liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000), cyber-liability with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, and workers' compensation risks.

XII. Subcontracts, Assignment

FOUNDATION shall inform COUNTY before subcontracting any of the services delivered under this Agreement. FOUNDATION remains legally responsible for the performance of all MOU terms including work performed by third parties under sub-agreements. In the event of such subcontracting, any subcontract or assignment is subject to the same provisions for providing service as is the FOUNDATION. The FOUNDATION must monitor, evaluate, and account for the sub-ordinate(s)' services and operations.

XIII. Reports

FOUNDATION shall, without additional compensation, make program evaluation, progress, and such other reports as may be reasonably required by COUNTY concerning FOUNDATION's activities as they affect the MOU duties and purposes herein. COUNTY shall explain procedures for reporting the required information. COUNTY shall make available data, records, or other information needed by FOUNDATION for purposes of reporting, documentation, or evaluation of Fresh Success.

XIV. Audits and Records

Upon request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at FOUNDATION's premises, FOUNDATION's program records as COUNTY deems necessary to determine FOUNDATION's compliance with legal and contractual requirements and the correctness of reports submitted by FOUNDATION. FOUNDATION shall maintain such records for a period of three years following termination of the Agreement and shall make them available for copying upon COUNTY's request at COUNTY's expense. Should any findings be noted in the audit report, FOUNDATION must submit an action plan with the audit report detailing how the finding will be addressed. Federal regulations require all findings to be corrected within six months after receipt of the audit report.

XV. Disputes

The parties acknowledge that issues may arise that require resolution between the parties. Both organizations agree to meet and confer to resolve such issues. Either party may notify the other party upon a 48-hour telephone notice or three-day written notice whenever a party desires to meet and confer and the other party shall attend on a mutually agreed date, time, and location.

Pending resolution of any such dispute, FOUNDATION shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

XVI. Governing Law

Venue for any action arising out of or related to this MOU shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

XVII. Amendment and Waiver

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

XVIII. Termination

A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by a party and it is later determined that the other party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. Either party may terminate this Agreement for cause upon ten (10) days written notice to other party should the other party materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. If notice of termination for cause is given by a party and it is later determined that the other party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.


XIX. CFET Plan Approval Contingency Clause

All elements of this MOU are contingent upon USDA Food and Nutrition Service approval of a CFET State Plan and CDSS approval of a Foundation for California Community Colleges Fresh Success Employment & Training Plan, which specifically approves the FRESH SUCCESS PROGRAM.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Foundation for California Community Colleges

By 

Title: General Counsel and Corporate Secretary

Date: Sep 6, 2024

“FOUNDATION”

County of Fresno,
a political subdivision of the State of California

By: 

Title: Chairman of the Board of Supervisors of the County of Fresno

Date: 9/24/24

“COUNTY”

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy