

MEMORANDUM OF UNDERSTANDING
General Assistance Work Experience Program
County of Monterey Department of Social Services
and Victory Mission
July 1, 2025 to June 30, 2028

This Memorandum of Understanding is entered by and between County of Monterey Department of Social Services, (hereinafter COUNTY), and VICTORY MISSION to establish a General Assistance Work Experience Program, (hereinafter GA-WEP), pursuant to Section 17200 of the Welfare and Institutions Code.

I. PURPOSE OF MEMORANDUM

The purpose of this memorandum is to effectuate the provisions of the California OSS Division 21 Regulations as follows:

- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title II of the Americans with Disabilities Act of 1990;
- Age Discrimination Act of 1975, as amended;
- Food Stamp Act of 1977, as amended, and
- California Civil Code, Section 51 et seq., as amended;
- California Government Code, Section 11135 et seq., as amended, and
- California Government Code, Section 4450;

And any other applicable federal and state laws and their implementing regulations to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal or state financial assistance.

II. TERM

This Memorandum commences effective July 1, 2025 and continues until June 30, 2028, or until terminated by either party upon thirty (30) days written notice to the other party, or until the termination of GA-WEP.

III. COUNTY RESPONSIBILITIES

1. COUNTY shall designate and refer GA-WEP participants to VICTORY MISSION.
2. COUNTY shall retain the right to withdraw participants from the project.
3. COUNTY has the right to observe and monitor all project activities.

IV. VICTORY MISSION RESPONSIBILITIES

1. VICTORY MISSION Shall provide temporary work experience activities which:
 - a. Serve a useful public purpose.
 - b. Comply with applicable federal, state, and local health and safety standards.
 - c. Utilize, to the extent possible, participants previous training, experience, and skills.
 - d. Are not covered by a collective bargaining agreement.
 - e. Do not result in displacement of persons currently employed, or in the filling of established unfilled positions.
 - f. Do not require participants, without their consent, to travel an unreasonable distance or remain away from home overnight.
 - g. Do not require participants to work in excess of any of the following:
 - i. Eight hours daily.
 - ii. A period of time which, if divided into the amount a participants General Assistance grant, would result in a wage rate of less than either State or Federal minimum wage, whichever is higher.
 - h. Do not fill positions that are vacant due directly to a strike, lockout, or other labor dispute.
 - i. Do not require the participant, as a condition of accepting or continuing in the GA-WEP project, to join a company union or to refrain from joining any bona fide labor organization.
2. VICTORY MISSION shall provide supervision, materials, space, equipment, and all necessary safety instructions and equipment to participants.
3. VICTORY MISSION shall record participant attendance on forms provided by COUNTY and periodically transmit such records to COUNTY via the GA-WEP participant.
4. VICTORY MISSION Locations and Hours of Operations:
 - a. 43 Soledad St, Salinas, CA 93901
Monday through Friday 8am to 5pm

V. INDEMNIFICATION

VICTORY MISSION shall indemnify, defend, and hold harmless COUNTY, its officers, board members, agents, employees, volunteers and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgments, expenses, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with VICTORY MISSION performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY.

VICTORY MISSION performance includes the VICTORY MISSION action or inaction, and the

action or inaction of the VICTORY MISSION officers, employees, agents, and subcontractors.

COUNTY shall indemnify, defend, and hold harmless VICTORY MISSION, its officers, board members, agents, employees, volunteers, and authorized representatives from and against any and all claims, liabilities, and losses whatsoever, including, but not limited to, all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage injury, or death arising out of or connected with COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the VICTORY MISSION.

COUNTY's performance includes COUNTY's action or inaction, and the action or inaction of COUNTY's officers, employees, agents, and subcontractors.

VI. INSURANCE

Without limiting the VICTORY MISSION duty to indemnify, the VICTORY MISSION shall maintain in effect throughout the term of this Agreement, a policy of insurance covering all of its operations with the following minimum limits of liability:

Commercial General Liability

Including, but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence (Minimum \$2,000,000 aggregate).

Worker's Compensation

COUNTY shall provide Worker's Compensation insurance to all participants injured on the job, not due to any failure of the VICTORY MISSION in applying the terms of this Memorandum.

Current protocol for Worker's Compensation filing is as follows:

- VICTORY MISSION is responsible to initiate and complete the Worker's Compensation packet upon the injury of said individual.
- The site supervisor forwards the Worker's Compensation packet to the COUNTY's GA supervisor overseeing the GA-WEP in specific district office.

Automobile Liability

The parties mutually agree that no participant shall be required or authorized to operate a motor vehicle as part of his/her job duties, therefore Automotive Liability coverage is not required under this Memorandum.

VII. ASSIGNMENT AND SUBCONTRACTING

Neither party to this Memorandum shall, on the basis of this memorandum, encumber or in any way contract on behalf of, or in the name of, any other party to this memorandum. An assignment of any or all of this memorandum must be approved by the COUNTY.

VIII. MODIFICATIONS

This agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in

writing and signed by both parties. Both parties agree there are no oral understandings or agreements not incorporated herein.

IX. CONFIDENTIALITY

VICTORY MISSION, its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services.

Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of customers and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by VICTORY MISSION from access to any such records, and from contact with its customers and complainants, shall be used by VICTORY MISSION only in connection with its conduct of the program under this agreement.

COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential and may be disclosed only as permitted by law.

X. INDEPENDENT AGENT

VICTORY MISSION shall act independently under the terms of this Memorandum, and as such shall have no authority, expressed or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees to not perform any act as agent for same.

XI. NON-DISCRIMINATION

VICTORY MISSION agrees to abide with and shall include nondiscrimination and compliance provisions of the following clause in all subcontracts to perform work under this agreement

"During the performance of this Agreement VICTORY MISSION shall not unlawfully discriminate against any person because of gender, race, color, ancestry, religious creed, political affiliation, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation, or denial of family care leave, either in VICTORY MISSION employment practices, or in the furnishing of services to customers. VICTORY MISSION and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment, and all persons receiving and requesting services, are free from such discrimination and harassment. The VICTORY MISSION and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full."

XII. EXHIBITS

Exhibit A - HIPAA Certification

1. **NOTICES:** Notices required under this Agreement shall be delivered personally or by first class, postage pre-paid mail to the COUNTY and VICTORY MISSION contract administrators at the address listed below:

VICTORY MISSION:

Frank Green
Victory Mission
43 Soledad St.
Salinas, CA 93901
Frank@VictoryMissionSalinas.com
831-424-5688

COUNTY:

Deonda Guerrero, Management Analyst II
Community Benefits Branch
1000 S. Main St. Ste. 208
Salinas, CA 93901
Guerrerodl@countyofmonterey.gov
831-759-6749

XIII. CONFLICT OF INTEREST

VICTORY MISSION represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

XV. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of California.

XVI. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive and both COUNTY and VICTORY MISSION expressly reserve the right to contract with other entities for the same or similar services.

[signature page follows]

IN WITNESS WHEREOF, This Memorandum is hereby executed as follows:

COUNTY

VICTORY MISSION

Roderick W. Franks, Director

Signed by:
Frank Green III
Frank Green, Director

Date:

Date: 4/7/2025 | 9:33 AM PDT

Approved as to Form

DocuSigned by:
Anne Brenton
Deputy County Counsel

Date: 4/7/2025 | 4:43 PM PDT

EXHIBIT A**Health Insurance Portability & Accountability Act (HIPAA) Certification**

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

(a) CONTRACTOR agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and

(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of

which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR:

Signed by:
By: Frank Green III
B741DB504FBD4F4...

Title: Executive Director

Date: 4/7/2025 | 9:33 AM PDT