



Contract Number

SAP Number
Non-Financial

Probation Department

Department Contract Representative Anthony Altamirano
Telephone Number 909-387-5913

Contractor Schmidt Psychological Services
Contractor Representative Dr. Alexandra Schmidt
Telephone Number 323-841-1293
Contract Term July 1, 2022 – June 30, 2025
Original Contract Amount Non-Financial
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

WHEREAS, Schmidt Psychological Services (Schmidt) provides psychological services (the “Services”); and

WHEREAS, the San Bernardino County (County) Probation Department (Probation) Gateway to Arise Program serves committed youth population, which would benefit from the Services provided by Schmidt; and

WHEREAS, Probation desires that such Services be provided by Schmidt and Schmidt desires to work with Probation, and both parties agree to perform the Services as set forth below;

NOW THEREFORE, Schmidt and Probation agree to the following terms and conditions:

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to formalize a partnership between Schmidt and Probation to provide the Services at the Gateway to Arise Program to committed youth. The goals of this partnership are to:

- A. Create working relationships between Schmidt and Probation by allowing Schmidt to utilize Probation facilities to deliver Services to committed youth.
- B. Permit Schmidt to deliver such Services to committed youth.

II. PROBATION GENERAL RESPONSIBILITIES

- A. Provide suitable space where necessary and feasible for Services contemplated under this MOU.
- B. Probation shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Probation shall not use or disclose any identifying information for any other purpose other than carrying out Probation's 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.

III. SCHMIDT RESPONSIBILITIES

- A. Psychological services (Services):
 - 1. Provide the Services to committed youth in the Gateway to Arise Program located at Probation's High Desert secured youth treatment facility.
 - 2. Receive referrals from Probation for necessary Services for clients.
 - 3. Verify approvals with the appropriate authority.
 - 4. Deliver Services in compliance with County policies and protocols.
 - 5. Ensure County is not liable for funding mandates and responsibilities associated with the Services provided.
- B. Provide additional services (as mutually agreed upon by both parties, in writing) to benefit youth in the County.
- C. Schmidt shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this MOU, except for statistical information not identifying any participant. Schmidt shall not use or disclose any identifying information for any other purpose other than carrying out Schmidt's 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.
- D. Schmidt shall maintain all necessary professional license(s) to render Services proposed as required by the State of California (if applicable).

- E. As a result of the California Department of Public Health order, Probation Department facilities are required to verify vaccination status of all workers including contracted and volunteer workers. Workers may be exempt from the vaccination requirement by requesting an exemption due to the following: 1) decline based on Religious Beliefs or 2) exempt due to Qualifying Medical Reasons. Workers who are incompletely vaccinated, decline to provide vaccine verification, or have a qualifying exemption are considered unvaccinated and will be required to submit to COVID-19 testing once a week at their own expense.
- F. Schmidt shall comply with the national standards to prevent detect, and respond to prison rape, including monitoring and reporting requirements, pursuant to the Prison Rape Elimination Act (PREA) of 2003, 28 C.F.R. Part 115, Subpart D--Standards for Juvenile Facilities. Contractor and its employees are required to complete PREA Training prior to providing services and receive continuous PREA Training bi-annually which will be provided by the County.

IV. MUTUAL RESPONSIBILITIES

- A. Maintain avenues of communication by identifying authorized representatives for each organization and maintaining current contact information for said representatives.
- B. Schmidt and Probation agree to establish mutually satisfactory methods for the exchange of such information as may be necessary in order for each party to perform its duties and responsibilities 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.
- C. Schmidt and Probation agree to establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the Schmidt and Probation mutual chain of command, as deemed necessary.
- D. Schmidt and Probation agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.

V. FISCAL PROVISIONS

Probation shall NOT commit to Schmidt any financial compensation for the Services provided under this MOU, except where specifically agreed upon by both parties, in advance, regarding ancillary expenses related to one-time special events.

VI. TERM

This MOU shall be effective from July 1, 2022 through June 30, 2025 unless terminated earlier in accordance with provisions of this MOU.

VII. EARLY TERMINATION

- A.** This MOU may be terminated without cause upon thirty (30) days' written notice by either party. Schmidt's President/CEO, or appointed designee, is authorized to exercise Schmidt's rights with respect to any termination of this MOU. The Chief Probation Officer, or designee, has authority to terminate this MOU on behalf of the Probation Department.
- B.** If, during the term of this MOU, funds appropriated for the purposes of this MOU are reduced or eliminated, Probation may immediately terminate this MOU upon written notice to Schmidt.

VIII. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. 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 indemnities. The Contractor 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.

B. Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured 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 2010.11 85.

C. 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.

D. Policies 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.

E. 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.

F. Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided 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.

G. 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".

H. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

I. 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.

J. 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.

K. 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.

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:

1. Workers' Compensation/Employer's 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.

2. 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:
 - a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

3. 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 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.

4. 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.
5. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
6. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

IX. GENERAL PROVISIONS

- A. Amendments** – Parties reserve the right to review this MOU annually, or at such periodic times as shall be necessary to affect changes consistent with the goals, philosophy and intent of this MOU. Amendments to this MOU may be made by written mutual consent of both parties.
- B. Confidentiality** - Parties agree to require that their officers and employees comply with the provisions and requirements of all applicable Federal and State laws pertaining to the confidentiality of juvenile records to assure that:
1. All records concerning any youth shall be confidential and shall not be open to examination for any purposes not authorized by this MOU or applicable law. No person/party shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant or recipient of public social services.
 2. Probation and Schmidt shall share information required for the optimal care and services provided for the youth.
- C. Choice of Law.**
This Contract shall be governed by and construed according to the laws of the State of California.
- D. Venue**
The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.
- E. Electronic Signatures**
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 mail 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.

X. CONCLUSION

- A. This MOU, consisting of eight (8) pages, is the full and complete document describing services to be rendered by Schmidt and Probation, 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 agencies to the terms and conditions set forth in this MOU.

IN WITNESS WHEREOF, San Bernardino County and Schmidt have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

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
of the San Bernardino County

By _____
Deputy

Schmidt Psychological Services
(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 _____

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ _____
Jamie Ryan, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ _____
Tracy Reece, Chief Probation Officer
Date _____