

MEMORANDUM OF UNDERSTANDING

between

San Bernardino County Transitional Assistance Department

and

House of Ruth, Inc.

for

10825 Arrow Route, Rancho Cucamonga, CA 91730

November 1, 2024

WHEREAS, House of Ruth, Inc., hereafter referred to as “Contractor”, requires office space for a Domestic Abuse Counselor to perform contracted services in the Rancho Cucamonga area; and

WHEREAS, the San Bernardino County Transitional Assistance Department, hereafter referred to as “TAD,” has office space available in the Rancho Cucamonga TAD office to house Contractor; and

WHEREAS Contractor finds the TAD office space adequate to deliver the required services to the public on an ongoing basis and TAD is willing to provide such space;

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

TABLE OF CONTENTS

I.	TAD RESPONSIBILITIES	3
II.	HOUSE OF RUTH RESPONSIBILITIES	3
III.	MUTUAL RESPONSIBILITIES	5
IV.	INDEMNIFICATION AND INSURANCE REQUIREMENTS	5
V.	FISCAL PROVISIONS	8
VI.	TERM	8
VII.	EARLY TERM.....	8
VIII.	GENERAL PROVISIONS	8
IX.	CONCLUSION.....	9

I. TAD RESPONSIBILITIES

TAD shall:

- A. Provide adequate full time cubicle space, furniture, and telephone five (5) days per week, and adequate conference room availability one (1) day per week for one (1) contracted domestic abuse counselor at the Rancho Cucamonga TAD Office, located at 10825 Arrow Route, Rancho Cucamonga, CA 91730 for the term of this Memorandum of Understanding (MOU).
- B. Provide shared space for access and convenience of Contractor's activities including restrooms, hallway, and break room.
- C. Not exercise any control or supervision over Contractor staff.
- D. TAD shall provide any additional applicable rules, not covered by this agreement or the County's Consolidated MOU, to Contractor.
- E. Contact Contractor regarding any concerns and/or suggestions for overcoming problem areas and/or recommendations for changing procedures.
- F. Provide uniformed guard service during TAD's normal business hours.
- G. Provide a building entrance badge in order for Contractor to manage their assigned space.

II. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Provide computer and component accessories.
- B. Assure that Contractor staff conforms to reasonable rules and regulations of TAD, including:
 - 1. Observing all rules of the building such as general smoking restrictions.
 - 2. Taking proper care of the furniture provided by TAD to Contractor.
 - 3. Being responsible for the proper use of the security systems installed, including the burglar alarm, coded locks, and keys for the locks. All keys shall be returned to the TAD Operations Manager upon termination of the MOU.
- C. Contact the TAD Operations Manager, or his/her designee, with any concerns, questions, and/or suggestions about the Rancho Cucamonga TAD space.
- D. Not hold TAD responsible, financially, or otherwise, for any action taken by a state agency which would require the removal of Contractor staff from the TAD facility or termination of this MOU in whole or in part.
- E. Not relocate or change the designated area for staff, nor plan any additional activities or space usage, without notification/approval of Human Services (HS) Facilities Management Division and landlord, if applicable.
- F. 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 or as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- G. Ensure that all staff performing services under this MOU comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained therein is hereby incorporated by this reference.
 - 1. Read, understand, and comply with the Privacy and Security Requirements Summary.

2. Ensure employees, sub-contractors, agents, volunteers, and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 3. Ensure employees, sub-contractors, agents, volunteers, and interns who have access to PII sign the Confidentiality Statement annually.
 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- H. Ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants, or volunteers who perform services under this MOU and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 3. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- I. Obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- J. Notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.
- K. Immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.
- L. Comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the MOU and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this MOU. Failure to comply with the provisions of this section may result in immediate termination of this MOU.
- M. Develop and maintain internal policies and procedures to assure Civil Rights compliance outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with

the County Human Services Contracts Unit within thirty (30) days of awarding of the MOU. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

- N. Agree to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- O. Understand and agree that any and all legal fees or costs associated with lawsuits concerning this MOU against the County shall be Contractor's sole expense and shall not be charged as a cost under this MOU. In the event of any contract dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

III. MUTUAL RESPONSIBILITIES

TAD and Contractor agree to:

- A. 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 agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. Establish mutually satisfactory methods for problem resolution at the lowest possible level, with a procedure to mobilize problem resolution up through TAD and Contractor mutual chain of command, as deemed necessary.
- C. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties.

IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Contractor agrees to and shall comply with the following 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. Insurance Specifications – 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 nonprofit 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:

Premises operations and mobile equipment.

Products and completed operations.

Broad form property damage (including completed operations).

Explosion, collapse and underground hazards.

Personal injury.

Contractual liability.

\$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 nonowned 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 nonemployee 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. 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 start 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.

6. Cyber Liability 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 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.
7. 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.

V. FISCAL PROVISIONS

There shall be no financial remuneration to or from either party for the term of this MOU.

VI. TERM

This MOU is effective as of November 1, 2024, and will expire on October 31, 2026, unless mutually terminated earlier in accordance with provisions of Section VI of this MOU. The MOU may be extended upon mutual agreement of the Parties.

VII. EARLY TERMINATION

- A. This MOU may be terminated without cause. Both parties agree to provide termination notification as far in advance as possible, but either party may terminate at any time and for any reason upon thirty (30) days advance written notice to the other party. The TAD Director or his/her designee, is authorized to exercise TAD's rights with respect to any termination of this MOU. The Contractor's Director, or his/her designee, has authority to terminate this MOU on behalf of Contractor.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, either party may immediately terminate this MOU upon written notice to the other party.

VIII. 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 it's 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.
- C. The parties agree to abide by all applicable state, federal, local laws, and regulatory requirements.
- D. All written notices provided for in this MOU or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

COUNTY (TAD):

San Bernardino County
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415

CONTRACTOR:

House of Ruth, Inc.
Executive Director
P.O. Box 459
Claremont, CA 91711

- E. Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

VIII. CONCLUSION

- A. This MOU, consisting of nine (9) pages is the full and complete document describing services to be rendered by TAD to Contractor 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 San Bernardino County has caused this MOU to be subscribed to by the Clerk thereof, and House of Ruth, Inc. has caused this MOU to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

HOUSE OF RUTH, INC.



Dawn Rowe, Chair, Board of Supervisors

Pat Bell, Executive Director

Dated: _____

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
San Bernardino County

By _____
Deputy