

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (“Agreement”) is entered into and is effective between Child Care Resource Center, Inc. (“CCRC”), and San Bernardino County Department of Public Health (“DPH”) on June 10, 2025 (“Effective Date”).

RECITALS

- (1) CCRC provides quality, support, development and education to children, families, and care providers and has received funding from the Office of Child Abuse Prevention (“OCAP”) to implement the Road to Resilience (“RTR”) Program in San Bernardino County.
- (2) DPH is working in partnership to promote, improve and protect health, wellness, safety and quality of life in San Bernardino County and offers a variety of programs and services for the uninsured and Medi-Cal covered patients including Federally Qualified Health Centers (FQHC) with primary and pediatric healthcare.
- (3) This Agreement. is entered into in order to establish working procedures between CCRC and DPH in the provision of the RTR Program.

AGREEMENT

(A) Term

This Agreement shall commence on June 10, 2025 and shall continue in effect for a period of two (2) years, expiring on June 30, 2027, unless terminated earlier in accordance with the provisions set forth herein.

Each party retains the exclusive right to terminate this Agreement at any time and for any reason by providing thirty (30) days’ written notice to the other party.

(B) Services

Subject to available funding and capacity,

CCRC agrees to:

- (1) Provide in-home and virtual case management to pregnant persons with histories of, or current, substance use, and mothers of substance-exposed infants, and their families. Services will include parenting supports or concrete supports that will prevent substance use or relapse and assist the mother to provide care to her substance-exposed infant. Activities may include collaboration and coordination with federally qualified health care centers.

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- (2) Strengthen efforts to partner with the DPH-connected providers and health care clinics across the San Bernardino area.

DPH agrees to:

- (1) Identify members that may meet requirements for the RTR program (i.e., current use and/or heightened risk of substance use and/or heightened risk of substance use and/or substance exposure to infants), prioritizing families with known Medi-Cal coverage.
- (2) Refer and attempt to link members that may qualify for the RTR program with CCRC services.

(C) Compensation

The parties acknowledge that all services to be provided under this Agreement will be at no cost to either party. CCRC shall use its existing funding from the Office of Child Abuse Prevention (OCAP) Road to Resilience Grant and other state or local contracts to fund the services described herein.

If funder (OCAP) sources or other state or local sources is terminated or reduced to a degree that impacts the provision of services, CCRC has the right to terminate this Agreement by providing thirty (30) days' written notice. The termination shall be effective on the date specified in the notice, and no further claims for performance obligations will be applicable beyond this termination date.

(D) Indemnity

Indemnification:

- (1) CCRC and DPH (each, an “indemnifying party”) each agree to indemnify, defend and hold harmless each of the other parties (each, an “indemnified party”), and their respective officers, employees, agents and volunteers from any and all claims, losses, actions, damages and/or liability arising out of any negligent act or omission of the indemnifying party, its officers, employees, agents or volunteers in connection with this Agreement, including all reasonable costs and expenses incurred by the indemnified party, except as prohibited by law.
- (2) In the event that an indemnified party is conclusively and finally determined to be comparatively at fault for any claim, action, loss or damage that results from such indemnified party’s obligations under this Agreement, such indemnified party shall indemnify the other to the extent of its comparative fault.
- (3) The above indemnification provisions shall not be limited to the availability or collectability of insurance proceeds.

Insurance:

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- (4) CCRC and DPH shall, each at their own expense, maintain a policy or policies of comprehensive general liability insurance for the respective activities of each on the Premises, with the premiums thereon fully paid on or before their respective due dates. Such insurance shall provide general commercial liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (5) CCRC and DPH agree to maintain worker's compensation insurance in accordance with applicable law.
- (6) The CCRC expressly reserves the right to change, modify or delete the provision of these requirements without notice.

(E) Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be in writing and shall be validly given or made to the other Party if sent via personal delivery, prepaid overnight delivery, or by email with confirmation of receipt. Notice shall be deemed effective upon receipt. Notices shall be sent to the following addresses:

(1) If to CCRC:

Address: Child Care Resource Center, Inc.
Attn: Michael Olenick, Ph.D., President & CEO
c/o Heather Edwards
20001 Prairie Street
Chatsworth, CA. 91311
Phone: (818) 717-1011
Email: molenick@ccrcca.org; hedwards@ccrcca.org

(2) If to DPH:

Address: San Bernardino County Department of Public Health
Attn: Joshua Dugas
c/o Janki Patel
450 E Vanderbilt Way Suite 400
San Bernardino, CA 92408

Phone: (909) 387-9146
Email: Joshua.Dugan@dph.sbcounty.gov; janki.patel@dph.sbcounty.gov

(F) Final and Entire Agreement

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This Agreement constitutes a final and entire Agreement and understanding between the parties hereto pertaining to the subject matter referred to, and it supersedes and replaces all prior and contemporaneous agreements and proposed agreements, written or oral, representations, negotiations, and understandings of the parties. Other statements promises or endorsements, either express or implied by either party or their agents, that are not contained herein shall be neither valid nor binding nor a part of this Agreement. In entering into this Agreement, none of the parties is relying upon any oral representation not included in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding upon the parties hereto unless executed in writing by them. Each of the parties further acknowledges that its execution of this Agreement is based upon its own independent investigation of the facts pertinent hereto.

(G) Knowledge and Consent of Parties

This Agreement was executed after significant good-faith, arms'-length negotiations between the parties. Each party hereto hereby agrees that it, he, or she has read this Agreement carefully, and understands the import and substance of each and all of the terms set forth in this Agreement. The parties to this Agreement mutually warrant and represent that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any party hereto.

(H) Severability

Each and every provision of this Agreement is severable from each and all of the other provisions of this Agreement. In the event that any provision of this Agreement is for any reason unenforceable, the balance of such provisions shall nevertheless continue in full force and effect.

(I) Waiver

No waiver by either party hereto, whether express or implied, of any terms or provisions of this Agreement, shall constitute a waiver of any other terms or provisions of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(J) Authority

Each person signing this Agreement on behalf of a corporation, partnership, trust, limited liability company, limited liability partnership, or other entity, represents and warrants that he, she, or it has the requisite power and authority to execute this Agreement on behalf of such entity.

(K) Attorneys' Fees

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In any legal action or other proceeding brought in connection with, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees. This attorneys' fees provision is to be liberally construed in favor of its application and, therefore, is intended to have the broadest possible application. Accordingly, and without limiting the generality or scope of the foregoing, this attorneys' fees provision is intended to apply whether the claims asserted sound in contract or tort, whether the relief sought is legal or equitable, and whether

the issue(s) arising out of or relating to this Agreement are raised in connection with a pleading seeking affirmative relief (by way of example and not by way of limitation, a complaint, cross-complaint or complaint in intervention) or by way of answer, denial, affirmative defense or plea in abatement. Said attorney's fees shall be recoverable as part of any collection effort or as part of any matter on appeal.

(L) Governing Law

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of California in effect as of the date hereof.

(M) Dispute Resolution

The parties agree that any dispute arising out or in any way related to this agreement, or relating to any term of this agreement, shall be first submitted to mediation within 30 days after a party demands mediation. If a party proceeds to file an action or arbitration without engaging in the mediation in good faith, that party shall not be entitled to the recovery of reasonable attorney's fees in such action or arbitration even if the party is determined to be the prevailing party. If the dispute does not resolve at mediation, then the matter shall be submitted binding arbitration to ADR Services and the arbitration shall be governed by the commercial arbitration rules of ADR Services. The arbitrator shall award the prevailing party reasonable attorney's fees and costs. If a party is required to file a motion to compel arbitration, the Court shall make an interim award of reasonable attorney's fees and costs to the prevailing party in the motion to compel.

(N) Interpretation

Whenever the context so requires in this Agreement, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other gender, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, and estate, a limited liability company, a limited liability partnership or any other entity.

(O) Drafting Ambiguities

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In revolving any dispute or construing any provision hereunder, there shall be no presumptions made, or inferences drawn because a party, or the attorneys for one of the parties, drafted this Agreement or any provision thereof.

(P) Caption Headings

Introductory headings at the beginning of each numbered section, paragraph, or subparagraph of this Agreement are included solely for the convenience of the parties hereto and shall not be deemed to be a limitation upon or interpretive of the contents of any such section, paragraph, or subparagraph.

(Q) Counterparts

This Agreement may be executed in several counterparts, and each such executed counterpart shall be considered an original in all respects and for all purposes, and all of which together shall constitute one and the same instrument.

(R) Electronic Signatures

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.

Child Care Resource Center, Inc.

San Bernardino County Department of Public Health

By: _____
(Sign)

By: _____
(Sign)

Name: James Moses for Michael Olenick
(Print)

Name: Dawn Rowe
(Print)

Title: Regional Director, Strategic Engagement

Title: Chair, Board of Supervisors

Date: _____

Date: _____