

MEMORANDUM OF UNDERSTANDING

between

CHILDREN'S FUND

and

SAN BERNARDINO COUNTY PROBATION DEPARTMENT

for

REFERRAL OF AT-RISK YOUTH

for

CHILDREN'S FUND SERVICES

July 1, 2022 through June 30, 2027

WHEREAS, Children's Fund serves at-risk youth by providing adequate necessities including food, shelter, clothing, medical care, education and other equal opportunity and social development assistance; and

WHEREAS, San Bernardino County Probation Department (Probation) has a population of at-risk youth that would benefit from the above listed services; and

WHEREAS, Probation finds that Children's Fund is qualified to provide such services and desires that such services be provided by Children's Fund and Children's Fund desires to provide said services;

NOW THEREFORE, Children's Fund and Probation agree to the following terms and conditions:

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I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to form a partnership between Children’s Fund and Probation to assist at-risk youth (Client) who are lacking in basic necessities including food, shelter, clothing, medical care, education and other equal opportunity and social development assistance. The goals of this partnership are to:

- A. Allow Probation to make referrals of at-risk youth to Children’s Fund.
- B. Permit Children’s Fund to deliver the needed services to at-risk youth and to track and measure outcomes.
- C. Continue the working relationship between Children’s Fund and Probation.
- D. Increase the knowledge of Probation staff regarding the Children’s Fund program and assistance available.

II. PROBATION DEPARTMENT RESPONSIBILITIES

- A. Provide Children’s Fund with referrals of at-risk youth that would benefit from the services provided by Children’s Fund.
- B. Provide funding for services contemplated under this MOU in the amount listed in Section V, Fiscal Provisions.
- C. Probation shall 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. 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. CHILDREN’S FUND RESPONSIBILITIES

- A. Children’s Fund agrees to provide the following services (as mutually agreed upon by both parties) to benefit children in San Bernardino County:
 - 1. Emergency Needs Program
 - 2. Backpack Program
 - 3. Celebration of Giving
 - 4. Other Services (as mutually agreed upon by both Children’s Fund and Probation, in writing)
- B. Children’s Fund will:
 - 1. Receive referrals from Probation for necessary items/services for its Clients.
 - 2. Verify approvals with the appropriate authority.
 - 3. Input all requests into Children’s Fund database and track referrals.
 - 4. Ensure requested services are provided in a timely manner.

- C. Children's Fund shall 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. Children's Fund shall not use or disclose any identifying information for any other purpose other than carrying out Children's Fund '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.

IV. MUTUAL RESPONSIBILITIES

- A. Maintain avenues of communication by identifying authorized representatives for each organization and maintaining current contact information for said representatives.
- B. Children's Fund and Probation agree they will 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 MOU and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- C. Children's Fund and Probation agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through Children's Fund and Probation mutual chain of command, as deemed necessary.
- D. Children's Fund and Probation agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.

V. FISCAL PROVISIONS

Children's Fund shall provide support for various programs/services for Probation's Clients as mutually agreed upon by both Children's Fund and Probation as outlined in Section III of this MOU. Children's Fund shall make their best effort to provide a two-dollar (\$2) investment in and/or contribution for every one-dollar (\$1) Probation commits to Children's Fund. The maximum amount of reimbursement under this MOU shall not exceed \$20,000 per each fiscal year and \$100,000 for the term of the MOU.

VI. TERM

This MOU shall be effective July 1, 2022, through June 30, 2027, unless terminated earlier in accordance with the provisions in Section VII below.

VII. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. Children's Fund's President and CEO, or appointed designee, is authorized to exercise Children's Fund's rights with respect to any termination of this MOU. The Chief Probation Officer, or appointed designee, has authority to terminate this MOU on behalf of Probation.
- 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 Children's Fund.

VIII. GENERAL PROVISIONS

- A. Insurance: The parties are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. The parties warrant that through their respective programs of self-insurance, each has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of each party's performance of this MOU.
- B. Amendments: The 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.
- C. Confidentiality: The 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 ensure that:
 - 1. All records concerning any youth shall be confidential and shall not be open to examination for any purpose unless authorized by 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 Children's Fund shall share information required for the optimal care and services provided for Probation's Clients.
- D. Choice of Law: This MOU shall be governed by and construed according to the laws of the State of California.
- E. Venue: The parties acknowledge and agree that this MOU 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 MOU will be the Superior Court of California, County of San Bernardino, 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 MOU 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, County of San Bernardino, San Bernardino District.

- F. Indemnification: Children’s Fund 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 MOU 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. Children Fund’s 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.

IX. CONCLUSION

- A. This MOU, consisting of six (6) pages, is the full and complete document describing services to be rendered by Children’s Fund 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.
- 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 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.

Children’s Fund

San Bernardino County,
Probation Department

Name: Neal Waner
Title: Board Chair
Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408

Name: Curt Hagman
Title: Chairman, Board of Supervisors
Address: 175 W. 5th Street, 4th Floor
San Bernardino, CA 92415

Date: _____

Date: _____