

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO  
COUNTY

Contract Number

24-1215

SAP Number

## District Attorney

Department Contract Representative	Claudia Walker
Telephone Number	(909) 382-7689
Contractor	Citrus Counseling Services
Contractor Representative	Ashley Aguilar
Telephone Number	(909) 793-1078
Contract Term	January 1, 2025 – December 31, 2025
Original Contract Amount	Non-Financial
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	4502001000
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract:

Non-financial Operational Agreement with Citrus Counseling Services (CCS) for mutual referral of victims or witnesses of crime in San Bernardino County. Mutual referral will ensure availability of services, minimize gaps in service delivery, and fulfill CCS' obligations to receive their grant funding.

### FOR COUNTY USE ONLY

Approved as to Legal Form



Daniella Hernandez, County Counsel

Date 11/21/2024

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

 ADA for

Jason Anderson, District Attorney

Date 11/22/2024

## Operational Agreement

This Operational Agreement outlines the roles, responsibilities, and processes governing the collaboration between Citrus Counseling Services (CCS) the San Bernardino County District Attorney's Office (DA's Office) for the period January 1, 2025 through December 31, 2025

Whereas CCS and the DA's Office intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Bernardino County; and

Whereas both agencies believe that continued collaboration for the benefit of the Child Abuse Treatment (AT) and Underserved/Unserved Advocacy (UV) programs, operated by CCS through funding from Cal OES, will further this goal;

Therefore, each agency agrees to participate in the program by coordinating / providing the following services:

The DA's Office will closely coordinate services with CCS by:

- Providing referrals and emergency assistance for crime victims;
- Assistance with crime victim compensation claims ;
- Property return;
- Orientation to criminal justice system;
- Case status and disposition;
- Court escort and court support;
- Notification of family / friends;
- Restitution assistance;
- Training to staff and/or volunteers on a regular basis and that said training will be expanded to include all components of the program; and
- Assist in the development of new resources within the various communities and to share these resources one with the other

CCS will closely coordinate services with the DA's Office by:

- Providing mental health services (in-person and/or Telehealth) to child/adult victims and their caregivers as needed;
- Offering alternate support services including caregiver education and support groups;

- Providing information to child victims and their families about victim assistance;
- Linking victims with victim advocates and other victim resources; and
- Provide ongoing training to staff and volunteers to ensure all victim services are trauma-informed and evidence-based, and that staff and volunteers are well qualified to provide services to child and adult victims and their caregivers as needed.

CCS agrees to the indemnification and insurance requirements as listed in Attachment A of the Operational Agreement.



Roger Uminski II  
Chief Executive Officer  
Citrus Counseling Services

11/14/2024

Date



Jason Anderson  
District Attorney  
San Bernardino County

4/24/25

Date

## ATTACHMENT A

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

CSS agrees to provide insurance set forth in accordance with the requirements herein. If CSS uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CSS agrees to amend, supplement or endorse the existing coverage to do so.

1. **Indemnification:** CSS 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.
2. Without in anyway affecting the indemnity herein provided and in addition thereto, CSS shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
  - a. 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 CSS and all risks to such persons under this Agreement. If CSS has no employees, it may certify or warrant to You 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 Your 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.
  - b. Commercial/General Liability Insurance – CSS shall carry General Liability Insurance covering all operations performed by or on behalf of CSS 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:
    - i. Premises operations and mobile equipment.

- iii. Broad form property damage (including completed operations).
  - iv. Explosion, collapse and underground hazards.
  - v. Personal injury.
  - vi. Contractual liability.
  - vii. \$2,000,000 general aggregate limit.
- c. 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 CSS is transporting one or more non-employee passengers in performance of Agreement 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 CSS owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. 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.
- e. 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 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.
- f. 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.

3. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall upon written request from County, contain additional endorsements naming 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 County to vicarious liability but shall allow coverage for 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.
4. **Waiver of Subrogation Rights.** CSS shall require the carriers of required coverages to waive all rights of subrogation against County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CSS and CSS's employees or agents from waiving the right of subrogation prior to a loss or claim. CSS hereby waives all rights of subrogation against County.
5. **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 County.
6. **Severability of Interests.** CSS 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 CSS and County or between County and any other insured or additional insured under the policy.
7. **Proof of Coverage.** Upon County's written request, CSS shall furnish Certificates of Insurance to County Department administering the Agreement evidencing the insurance coverage at the time the Agreement 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 CSS shall maintain such insurance from the time CSS commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, CSS 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.
8. **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".



9. **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.
10. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, subject to the terms set forth under Section 7 (Term and Termination), County has the right but not the obligation or duty to cancel the Agreement or upon notice to CSS, obtain insurance if County deems it necessary and any premiums paid by County will be promptly reimbursed by CSS or County payments to CSS will be reduced to pay for County purchased insurance.
11. **Insurance Review.** Insurance requirements are subject to County periodic review. CSS acknowledges that County 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 County interests. In addition, if County Department of Risk Management reasonably 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 you, inflation, or any other item reasonably related to County risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CSS agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on County part to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on County's part.



## County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

**Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.**

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

**For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.**

Department/Agency/Entity: District Attorney

Contact Name: Karen White Telephone: (909) 382-3674

Agreement No.: 24-1215 Amendment No.: \_\_\_\_\_ Date of Board Item 12/3/24 Board Item No.: 23



Name of Contract Entity/Project Name: Citrus Counseling Services

**Explanation of request/Special Instructions:**

Authorize Jason Anderson to sign non-financial operational agreement with Citrus Counseling Services for mutual referral of victims or witnesses of crime in San Bernardino County. Mutual referral will ensure availability of services, minimize gaps in service delivery, and fulfill Citrus Counseling Services' obligations to receive their grant funding.

**Insert check mark that the following required documents are attached to this request:**

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Daniella Hernandez	Date Sent: 12/9/24
Reviewing County Counsel Use Only	Review Date <u>12/9/2024</u>  Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>12/9/2024</u>  Signature	Disposition: <input checked="" type="checkbox"/> Route for signature to: ____ Chair ____ CEO <input checked="" type="checkbox"/> Department ____ Return to Department for preparation of agenda item