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Contract Number

22-192

SAP Number

Public Defender

Department Contract Representative	<u>Diana Lovelace</u>
Telephone Number	<u>382-3950</u>
Contractor	<u>Yucaipa-Calimesa JUSD</u>
Contractor Representative	<u>Tyson Lingenfelter</u>
Telephone Number	<u>On File</u>
Contract Term	<u>March 16, 2022 – March 15, 2027</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u></u>
Cost Center	<u></u>

Briefly describe the general nature of the contract: *Non-financial MOU to develop and implement strategies and dedicate appropriate resources to reduce absenteeism, increase student attendance and enhance wellness and resiliency in student participants.*

FOR COUNTY USE ONLY

Approved as to Legal Form

Dawn Martin, County Counsel

Date 3/7/22

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Thomas W. Sone, Public Defender

Date 3/8/22

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COUNTY PUBLIC DEFENDER
AND
YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT
FOR
LET'S END TRUANCY PROJECT

PURPOSE:

This Memorandum of Understanding (MOU) is for the following purposes:

1. Establish appropriate communication and understanding between the Parties;
2. Define the roles of each Party; and
3. Facilitate the acts of all Parties toward a more collaborative and uniform process for reducing truancy in the YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT.

BACKGROUND:

California Education Code Section 48321 allows a representative from the SAN BERNARDINO COUNTY PUBLIC DEFENDER to be included on School Attendance Review Boards (SARBs). SARBs are composed of school and community members whose goal is to identify and address truancy or behavior problems. Students with chronic absences struggle academically, are more likely to drop out of school, and to enter the juvenile justice system. Collaborative partnerships that support students and their families with school attendance and behavior problems can also have an effect on preventing juvenile crime and enhancing public safety. The Let's End Truancy Project (LET), funded through Assembly Bill 1913, Juvenile Justice Crime Prevention Act, facilitates the creation of collaborative partnerships that prioritize school attendance and access to appropriate support services for high-risk students.

SCOPE OF MOU:

The undersigned agree to collaborate during the life of this MOU, as outlined herein, to develop and implement strategies and dedicate appropriate resources to reduce chronic absenteeism, increase

student attendance in YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT (herein, "DISTRICT"), and enhance wellness and resilience in student participants.

RESPONSIBILITIES OF SAN BERNARDINO COUNTY PUBLIC DEFENDER (PUBLIC DEFENDER):

- A. Designate a social service practitioner (SSP) to serve as primary contact for the DISTRICT.
- B. Coordinate social service practitioner staff and interns to:
 - 1. Perform in-home screenings to identify, assess, and refer clients and their families to LET services and other community-based services and supports. LET services are voluntary for those students attending the DISTRICT who have a high number of absences and/or trancies.
 - 2. Perform student assessments to identify needs, assess home and family dynamics, and refer the students and their families to appropriate social service providers.
 - 3. Investigate and identify available services and resources to help address educational, behavioral, mental, environmental, and other psycho-social needs that affect the student's well-being.
 - 4. Develop student service plans and prepare written reports, as deemed appropriate by the SSP.

RESPONSIBILITIES OF YUCAIPA-CALIMESA UNIFIED SCHOOL DISTRICT (DISTRICT):

- A. Designate a DISTRICT representative to serve as primary contact for PUBLIC DEFENDER.
- B. Identify DISTRICT representative(s) to serve as liaison(s) to communicate and collaborate with PUBLIC DEFENDER SSP regarding DISTRICT referrals.
- C. Provide PUBLIC DEFENDER with a monthly agenda and SARB meeting schedule in a timely manner.
- D. On condition that a HIPPA release form is completed by the respective clients, DISTRICT will provide PUBLIC DEFENDER case-sensitive information, such as school and behavior records and personal contact information, to better assist the identified clients.

MUTUAL RESPONSIBILITY:

- A. A letter of agreement shall be drafted to establish confidentiality and the retention and destruction of records between DISTRICT and PUBLIC DEFENDER. This agreement will outline the terms of confidentiality between the involved parties. Any letter of agreement is subject to the terms and conditions of this MOU. DISTRICT and PUBLIC DEFENDER also agree to enact appropriate procedures to safeguard all information from improper or illegal disclosure in accordance with applicable State and Federal laws and regulations.
- B. DISTRICT and PUBLIC DEFENDER agree to develop and implement procedures and forms necessary to administer and document program referrals, participation, compliance, and effectiveness.

RELATIONSHIP OF THE PARTIES:

Nothing contained in this MOU shall be construed as creating an employment arrangement or legal partnership between the Parties hereto, nor shall either Party have the right, power or authority, to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. Each Party's officers, agents, and employees shall act solely in each Party's own capacity and not as officers, employees, or agents of the other Party.

FINANCIAL RESPONSIBILITY:

PUBLIC DEFENDER shall not be liable for any costs or expenses incurred by DISTRICT to satisfy DISTRICT's responsibilities under this MOU.

DISTRICT shall not be liable for any costs or expenses incurred by PUBLIC DEFENDER to satisfy PUBLIC DEFENDER's responsibilities under this MOU.

OTHER TERMS:

- A. Indemnification - DISTRICT agrees to indemnify, defend (with counsel reasonably approved by San Bernardino County) and hold harmless San Bernardino County and its elected officials, officers, employees, agents and volunteers, at DISTRICT's sole expense, from and against any and all claims, actions, losses, damages, liability, and/or legal proceedings brought against San Bernardino County, its elected officials, officers, employees, agents and volunteers arising out of the performance of DISTRICT under this contract. Also, San Bernardino County agrees to indemnify, defend (with counsel reasonably approved by DISTRICT.) and hold harmless DISTRICT and its authorized officers, employees, agents and volunteers, at County's sole expense, from and against any and all claims, actions, losses, damages, liability, and/or legal proceedings brought against DISTRICT, its authorized officers, employees, agents and volunteers arising out of the performance of San Bernardino County under this contract. Notwithstanding the foregoing, neither party shall be liable for the defense or indemnification of the other party for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the other party. And in the event the both parties are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the parties shall indemnify the other to the extent of its comparative fault. In the event of litigation arising from this Agreement, each party to the Agreement shall bear its own costs, including attorney fees.

In regard to all types of allegations arising out of this contract which include allegations of sexual harassment or abuse arising from the relationship between a mentor and a youthful offender, the following shall apply:

In regard to allegations of sexual harassment or abuse arising from this MOU, and any claims or lawsuits which include such allegations as a part of the claim or lawsuit, DISTRICT agrees to indemnify, defend (with counsel reasonably approved by San Bernardino County) and hold harmless San Bernardino County and its authorized officers, employees, agents and volunteers from

any and all claims, actions, losses, damages, and/or liability arising out allegations of sexual harassment or abuse, and for any costs or expenses incurred by San Bernardino 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 indemnitees. The indemnification obligation of DISTRICT applies to the San Bernardino 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.

Insurance - Each party shall carry General Liability Insurance covering all operations performed by or on behalf of the respective party 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 and two million aggregate (\$2,000,000).

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds 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.

Waiver of Subrogation Rights – DISTRICT 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 DISTRICT and DISTRICT's employees or agents from waiving the right of subrogation prior to a loss or claim. The DISTRICT hereby waives all rights of subrogation against the County.

Each party shall carry Sexual Misconduct Liability Insurance covering all operations performed by or on behalf of the respective party providing coverage for sexual misconduct, abuse or molestation with a limit of not less than two million dollars (\$2,000,000).

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.

Severability of Interests – DISTRICT 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 DISTRICT and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – DISTRICT 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 DISTRICT shall maintain such insurance from the time DISTRICT commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, DISTRICT 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.

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”.

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.

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 DISTRICT.

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. DISTRICT 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.

DISTRICT agrees to provide insurance set forth in accordance with the requirements herein. If DISTRICT uses existing coverage to comply with these requirements and that coverage does not meet

the specified requirements, DISTRICT agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, DISTRICT shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers 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 DISTRICT and all risks to such persons under this contract.

If DISTRICT 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.

Commercial/General Liability Insurance – The DISTRICT 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.

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 DISTRICT 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 DISTRICT owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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.

- B. Term - The term of the MOU shall commence on March 16, 2022, shall be valid for five (5) years, unless either party terminates the contract earlier as provided herein. No cause is necessary for termination. Termination requires a 30-day advance written notice by the terminating party. If the parties so desire, the MOU may be renewed upon re-execution and approval by the authorized signatory of each Party.

- C. This MOU consists of eight (8) pages.

SAN BERNARDINO COUNTY

▶ *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: MAR 15 2022

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.



Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Yucaipa-Calimesa Joint Unified School District

(Print or type name of corporation, company, contractor, etc.)

By ▶ *Tyson Lingenfelter*
(Authorized signature - sign in blue ink)

Name Tyson Lingenfelter
(Print or type name of person signing contract)

Title CWA/Student Services Coordinator
(Print or Type)

Dated: 3/10/22
On File

Address 12797 3rd St. Yucaipa CA
92399

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *K. Alan M. M. M. M.*
_____, County Counsel

Date 3/8/22

Reviewed for Contract Compliance
▶ _____

Date _____

Reviewed/Approved by Department
▶ *[Signature]*

Date 3/11/22