



Contract Number

SAP Number
Non-Financial

Probation Department

Department Contract Representative	Julie Francis
Telephone Number	909-387-5786
Contractor	Young Visionaries Youth Leadership Academy, Inc.
Contractor Representative	Terrance L. Stone
Telephone Number	909-723-1695
Contract Term	September 1, 2019 – August 31, 2020
Original Contract Amount	Non-Financial
Amendment Amount	
Total Contract Amount	
Cost Center	

WHEREAS, Young Visionaries Youth Leadership Academy, Inc. (Young Visionaries) provides National Curriculum and Training Institute (NCTI) Intervention and Prevention services aimed at gang-affiliated juveniles with an objective to provide teaching and counseling aimed at reducing the gang affiliation and resistance to law enforcement of at-risk youth; and

WHEREAS, San Bernardino County (County) Probation Department (Probation) Gateway Program serves an at-risk youth population, which would benefit from the services provided by Young Visionaries; and

WHEREAS, Probation desires that such services be provided by Young Visionaries and Young Visionaries desires to work with Probation, and both parties agree to perform services as set forth below;

NOW THEREFORE, Young Visionaries and Probation agree to the following terms and conditions:

I. PURPOSE

Probation's Gateway Program is an eighteen (18) month residential commitment program designed to provide innovative treatment and rehabilitative services to youth who are working toward family reintegration and emancipation readiness as pursuant to California Senate Bill (SB) 81 and SB 191 of 2007.

The purpose of this Memorandum of Understanding (MOU) is to formalize a partnership between Young Visionaries and Probation to assist at-risk youth by delivering an NCTI intervention curriculum aimed at gang-affiliated juveniles with an objective to provide teaching and counseling to reduce gang affiliation and resistance to law enforcement. The goals of this partnership are to:

- A. Create working relationships between Young Visionaries and Probation by allowing Young Visionaries to utilize Probation facilities to deliver services to at-risk youth.
- B. Permit Young Visionaries to deliver training, academic development, violence prevention, employment development, leadership and life skills development, and teen pregnancy prevention to at-risk youth.
- C. Create a long-term benefit-to-cost ratio for young adults by avoiding the overburdened and expensive criminal justice system.
- D. Utilize fewer social service resources and empower youth to become financially independent.

II. PROBATION GENERAL RESPONSIBILITIES

- A. Provide Young Visionaries with referrals of at-risk youth that would benefit from the services provided.
- B. Provide suitable facilities where necessary and feasible for services contemplated under this MOU.
- C. Probation shall protect from unauthorized use or disclosure of 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. YOUNG VISIONARIES RESPONSIBILITIES

- A. NCTI Gang Intervention and Prevention services:
 - 1. Receive referrals from Probation for necessary services for clients.
 - 2. Verify approvals with the appropriate authority.
 - 3. Deliver services in compliance with County policies and protocols.
 - 4. Ensure County is not liable for funding mandates and responsibilities associated with the services provided.

- B. Provide additional services (as mutually agreed upon by both parties, in writing) to benefit youth in the County.
- C. Young Visionaries shall protect from unauthorized use or disclosure of names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Young Visionaries shall not use or disclose any identifying information for any other purpose other than carrying out Young Visionaries' 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. Young Visionaries and Probation agree to establish mutually satisfactory methods for the exchange of such information as may be necessary in order for each party to perform its duties and responsibilities 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. Young Visionaries and Probation agree to establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the Young Visionaries and Probation mutual chain of command, as deemed necessary.
- D. Young Visionaries and Probation agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.

V. FISCAL PROVISIONS

Probation shall NOT commit to Young Visionaries any financial compensation for the services provided under this MOU, except where specifically agreed upon by both parties, in advance, regarding ancillary expenses related to one-time special events.

Young Visionaries has secured funding from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for the services delivered under this MOU.

VI. TERM

This MOU shall be effective from September 1, 2019 through August 31, 2020 and will renew on an annual basis thereafter with the completion and mutual acceptance of all terms, unless terminated earlier in accordance with provisions of this MOU.

VII. EARLY TERMINATION

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

VIII. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

Young Visionaries 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

Young Visionaries 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

Young Visionaries 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 Young Visionaries and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage

Young Visionaries shall furnish Certificates of Insurance to the County Department administering the MOU evidencing the insurance coverage at the time the MOU 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 Probation, and Young Visionaries 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 MOU, Young Visionaries 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 MOU 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 MOU.

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

Without in anyway affecting the indemnity herein provided and in addition thereto, Young Visionaries shall secure and maintain throughout the MOU 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 MOU.

If Young Visionaries 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.

2. Commercial/General Liability Insurance – Young Visionaries 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.
3. 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 Young Visionaries is transporting one or more non-employee passengers in performance of 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 Young Visionaries 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.

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 service under the MOU. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after MOU completion.

6. **Abuse/Molestation Insurance** – Young Visionaries 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.

IX. GENERAL PROVISIONS

- A. Amendments – Parties reserve the right to review this Agreement annually, or at such periodic times as shall be necessary to affect changes consistent with the goals, philosophy and intent of this Agreement. Amendments to this Agreement may be made by written mutual consent of both parties.
- B. Confidentiality - 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 assure that:
 1. All records concerning any youth shall be confidential and shall not be open to examination for any purposes of this Agreement and not 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 Young Visionaries shall share information required for the optimal care and services provided for the youth.

X. CONCLUSION

- A. This MOU, consisting of eight (8) pages, is the full and complete document describing services to be rendered by Young Visionaries 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 document.

IN WITNESS WHEREOF, the County of San Bernardino and Young Visionaries have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

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
of the County of San Bernardino

By _____
Deputy

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Carol A. Greene, Supervising Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____
Michelle Scray Brown, Chief Probation Officer

Date _____