

AGREEMENT FOR THE PLACEMENT OF JUVENILES

THIS AGREEMENT FOR THE PLACEMENT OF JUVENILES ("Agreement") is made and entered into by the County of Lake, a political subdivision of the State of California ("Sending County"), and the County of Tehama, a political subdivision of the State of California ("Receiving County").

RECITALS

- A. Pursuant to the authority granted under the California Welfare and Institutions Code § 872, Sending County desires to place, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Hall facility beyond the needs of Tehama County, certain wards under the jurisdiction of Juvenile Court of the Sending County for purposes of continued detention.
- B. This Agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of wards pursuant to the above-referenced statute.

AGREEMENT

- 1. Term. This Agreement shall take effect November 1, 2017, and shall continue until modified or terminated by Sending County and/or Receiving County in accordance herewith.
- 2. Acceptance of Minor; Housing. Upon the presentation of an Order of the Sending County's Juvenile Court, or such other documentation as required to the Receiving County's Probation Officer, and completion of Receiving County's admission procedures, Receiving County shall accept from Sending County wards identified by Sending County for placement, and Receiving County shall thereafter provide housing as required by California Welfare and Institutions Code and applicable law.
- 3. Compensation; Payment. In consideration for the housing of any wards, Sending County shall provide compensation to the Receiving County at the rate of One Hundred and no/100 Dollars (\$100.00) per day per person ("Daily Rate"). In no event will the cost to Sending County exceed the maximum sum of Three Hundred and Fifty Thousand and no/100 Dollars (\$350,000) for the cost of all wards transferred to Receiving County in any single Fiscal Year. Notwithstanding the forgoing it is expressly agreed that the daily rate shall not include expenses associated with:
 - a. Providing medical care and treatment to any ward;
 - b. Providing dental care and treatment to any ward
 - c. Transportation services associated with transferring an ward in or out of the Receiving County;
 - d. Any other additional cost incurred by the county on behalf of the ward.

Any expense not included in the Daily Rate shall be billed to the Sending County in addition to the Daily Rate. Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

Refusal: Return of Ward. At any time during the term of this Agreement, Receiving

County may refuse to accept a ward from Sending County.

4. Receiving County's Probation Officer determines appropriateness of ward placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at his or her sole and absolute discretion, that the Receiving County can no longer accommodate a ward, the Receiving County may return ward to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County refuses to accept from, or to return a ward to Sending County. Sending County shall arrange for the transportation and placement of such ward after receiving notice.
5. Notification In Circumstances of Emergency. Receiving County shall notify Sending County as soon as reasonably possible:
 - a. Upon the occurrence of an unauthorized departure by a ward being housed by the Receiving Party pursuant to this Agreement; or
 - b. When a ward being housed by the Receiving Party pursuant to this Agreement becomes seriously ill or injured.
6. Indemnification.
 - A. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or obligations required of that party under the Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.
 - B. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.
7. Termination. Either party may terminate this Agreement upon 90 days written notice to the other party.

8. Confidentiality.

a) Maintenance of Confidential Information:

- A. The intent of this agreement is for the Receiving County to provide housing for Lake County wards in Tehama County Juvenile Hall as described in above in Recitals. However, should specific information regarding the Sending Client's wards become known to Receiving County, the following confidentiality rules shall apply:
- B. Receiving County shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedure (MPP) Division 19, which provide that:
 - a. All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - b. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - c. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- C. Receiving County shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor.
- D. Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding the confidential nature of juvenile case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor. During the term of this agreement, both parties may have access to information that is confidential of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- E. Notwithstanding any other provision of this Agreement, the Receiving County agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Receiving County understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations and Confidentiality of Medical Information on Act [Part 2.6 Commencing with Section 56] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

9. Assignment. The rights and obligations associated with this Agreement may not be assigned to any other party without the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.
10. Waiver. A waiver by either party of any breach of any term, covenant or condition contained in this Agreement or a waiver of any right or remedy of such party available under this Agreement, whether at law or in equity, is not deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement or of any continued or subsequent right to the same right or remedy. No party is deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
11. Insurance. Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
12. Binding. The terms and condition of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.
13. Amendments. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties
14. Severability. If any term, covenant, condition of provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.
15. Notice. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party to be served as follows:

Receiving County: Tehama County Probation Department
Richard Muench, Chief Probation
Officer
PO Box 99
Red Bluff, CA 96080
Telephone :(530)527-4052
Fax: (530)527-1579

Sending County: Lake County Probation Department
Rob Howe, Chief Probation Officer
201 South Smith Street
Lakeport, Ca 95453
Telephone: (707)262-4285
Fax: (707)262-4292

16. Governing Law; Venue. It is agreed by the parties that unless otherwise expressly waived by them, any action brought to enforce any of the provisions of this Agreement or for declaratory relief under this Agreement shall be filed and remain in a Court of competent jurisdiction in the County of Tehama, State of California. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
17. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term and condition herein.
18. Authority. Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.
19. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and it supersedes any prior agreements, discussions, commitments, or representations, written or oral, between the parties. Unless set forth in this Agreement, neither party is liable to any representations made express or implied.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the parties have executed this Agreement, this

_____ day of _____, 2017

“Sending County”

COUNTY OF LAKE

Chair, Board of Supervisors

ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

By:_____

APPROVED AS TO FORM:
ANITA L. GRANT

By:_____

“Receiving County”

COUNTY OF TEHAMA

Richard Muench
Chief Probation Officer

APPROVED AS TO FORM:

Tehama County
Clerk of the Board

APPROVED AS TO FORM:
Tehama County Counsel

By:_____