

AGREEMENT FOR THE PLACEMENT OF JUVENILES

THIS AGREEMENT FOR THE PLACEMENT OF JUVENILES ("Agreement") is made and entered into by the County of Glenn, 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. The Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Hall facility beyond the needs of Tehama County prior to making a recommendation for placement of a ward from Sending County to the presiding judge of the Glenn County juvenile court. If the ward is ordered placed, pursuant to California Welfare and Institutions Code § 872, Sending County's Juvenile Court shall designate, in accordance with Section 872, the juvenile detention facility in Receiving County as the location for the detention of the ward.

C. 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 is effective as of the date of execution by all parties and terminates on June 30, 2025, unless terminated earlier in accordance herewith.

2. Acceptance of Minor and 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 and 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 Fifty Dollars (\$150.00) per day per person ("Daily Rate"). In no event will the cost to Sending County exceed the maximum sum of \$1,350,000 for the cost of all wards transferred to Receiving County for the term of the Agreement. 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 a ward in or out of the Receiving County; or

D. Any good or service, the cost for which is accepted by law.

Any expense not included in the Daily Rate is 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.

4. Compensation and payment for Secure Track Youth. For Counties that have agreed to submit an allocated portion of their Juvenile Realignment Block Grant (JJRBG) to utilize the Tehama County Juvenile Detention Facility for their at-risk and secured track youth, over and above the existing contract to the per bed costs that remain in place, Tehama County Juvenile Detention Facility agrees to provide the following services:

- A. Re-entry Program with individual case plans tailored to specific to the youth's needs
- B. Dedicated re-entry program coordinator
- C. Evidence-Base Practice programs
- D. Medical Services
- E. Behavioral Health Services with a focus on Trauma Informed Care based approach
- F. Educational Programs including on-going educational opportunities and support
- G. Volunteer Services
- H. Vocational Training

(I.e.: Glenn) County Agrees to the following allocation disbursements:

\$200,000	July 1, 2023, to June 30, 2024
\$100,000	July 1, 2024, to June 30, 2025

Receiving County shall provide an 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.

5. Refusal or Return of Ward. At any time during the term of this Agreement, Receiving County may refuse to accept a ward from Sending County. In addition, the Receiving County's Probation Officer shall determine the appropriateness of ward placed by Sending County. If at any time during the term of this Agreement, the Receiving County's Probation Officer decides, in his or her sole and absolute discretion, that the Receiving County can no longer accommodate a ward, the Receiving County may return the ward to Sending County. The Receiving County shall provide reasonable notice if it will refuse to accept from, or return a ward to, Sending County. Sending County shall arrange for the transportation and placement of such ward after receiving notice.

6. Notification in Circumstances of Emergency. Receiving County shall provide notification as soon as reasonably possible to the Sending County under the following circumstances:

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.

7. Indemnification.

A. Sending County agrees to indemnify, defend, and hold harmless Receiving County and Receiving County's officers, employees or agents from negligent acts or omissions for any loss, damage or injury to persons or property arising from or related to the performance of this Agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent acts or omissions of the Sending County, its employees or agents.

B. Receiving County agrees to indemnify defend and hold harmless Sending County and Sending County's officers, employees or agents from negligent acts or omissions for any loss, damage or injury to persons or property arising from or related to the performance of this Agreement including costs and attorney's fees and without limitation all consequential damages arising out of negligent acts or omissions of the Receiving County, its employees, or agents.

C. 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 deposition of any claim arising out of the activities under this Agreement, provided 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.

8. Termination. Either party may terminate this Agreement upon 30 days written notice to the other party.

9. Confidentiality. The intent of this Agreement is for the Receiving County to provide housing for Glenn County wards in the Tehama County Juvenile Hall as described above in Recitals. If, in the course of performing any duty contemplated herein, the Receiving County obtains any protected or confidential information pertaining to any of Sending County's wards, the following confidentiality rules shall apply:

A. Receiving County shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the California Welfare and Institutions Code and the Manual of Policies and Procedure (MPP) Division 19, which provide that:

i. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this state from the United States government shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of that program, or any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of that program.

ii. No person shall publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services except as provided by law.

iii. No person shall publish or disclose or permit or cause to be published or disclosed any confidential information pertaining to an applicant or recipient, except as provided by law.

B. 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.

C. Receiving County shall ensure all employees, volunteers, agents, and officers comply with California 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.

D. During the term of this Agreement, both parties may have access to information that is confidential and agree that they will not disclose that 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/it 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.

10. 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.

11. 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.

12. 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. Upon request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

13. 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.

14. Amendments. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties.

15. 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.

16. 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
Greg Ulloa, Chief Probation Officer
PO Box 99
Red Bluff, CA 96080
Telephone: (530) 527-4052
Fax: (530) 527-1579

Sending County: Glenn County Probation Department
Brandon Thompson, Chief Probation Officer
541 West Oak Street
Willows, CA 95988
Telephone: (530) 934-6416
Fax: (530) 934-6468

17. Governing Law and 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.

18. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term and condition herein.

19. 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.

20. 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

"Sending County"

COUNTY OF GLENN

Brandon Thompson, CPO

APPROVED AS TO FORM:

 4/24/24

Assistant County Counsel, Glenn County

"Receiving County"

COUNTY OF TEHAMA

Greg Ulloa, CPO

APPROVED AS TO FORM:

County Counsel, Tehama County