

## **AGREEMENT FOR THE PLACEMENT OF JUVENILES**

THIS AGREEMENT FOR THE PLACEMENT OF JUVENILES (“Agreement”) is made and entered into by the Lassen County, 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 transfer, 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 individuals 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 transfer of a juvenile from Sending County to the presiding judge of the Tehama County juvenile court. If transferred 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 minors.
- C. This Agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of individuals pursuant to the above-referenced statutes, or as required.

### **AGREEMENT**

- 1. Term. This Agreement shall commence on July 1st, 2024 and shall terminate on June 30th 2025, unless terminated earlier 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 that person(s) identified by Sending County for transfer, and 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 individual, Sending County shall provide compensation to the Receiving County at the rate of One Hundred Fifty and no/100 Dollars (\$150.00) per day per person (“Daily Rate”). In no event will the cost to Sending County exceed the maximum sum of \$150,000 for the

cost of all juveniles 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 individual;
- b. Providing dental care and treatment to any individual
- c. Transportation services associated with transferring an individual in or out of the Receiving County;
- d. Any good or service, the cost for which is accepted by law.

Any expense not included in the Daily Rate is billed 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. Refusal; Return of Individual. At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County.

Receiving County's Probation Officer determines appropriateness of youth 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 an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.

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 an individual being housed by the Receiving Party pursuant to this Agreement; or
  - b. When an individual being housed by the Receiving Party pursuant to this Agreement become 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 deposition 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 30 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 Lassen 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:

1. 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.
2. 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.
3. 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  
Greg Ulloa, Chief Probation Officer  
PO Box 99  
Red Bluff, CA 96080  
Telephone: (530) 527-4052  
Fax: (530) 527-1579

Sending County: Lassen County Probation Department  
Jennifer Branning, Chief Probation Officer  
2950 Riverside Dr #101  
Susanville, CA 96130  
Telephone: (530) 251-8212

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 \_\_\_\_\_, 2024.

*"Sending County"*

LASSEN COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Chair, Lassen County Board of Supervisors

\_\_\_\_\_  
Date

*"Receiving County"*

COUNTY OF TEHAMA

By: \_\_\_\_\_  
Greg Ulloa, Chief Probation Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Lassen County Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Tehama County Counsel