



LASSEN COUNTY PROBATION DEPARTMENT

☒ **Adult Probation**

2950 Riverside Dr.
Suite 101
Susanville, CA 96130
Phone# 530-251-8212
Fax# 530-257-9160

☐ **Juvenile Probation**

1415A Chestnut Street
Susanville, CA 96130
Phone# 530-251-8213
Fax# 530-257-9160

☐ **Juvenile**

Detention Facility

1415B Chestnut Street
Susanville, CA 96130
Phone# 530-251-8324
Fax# 530-251-1891

To: Board of Supervisors

From: Jennifer Branning, Chief Probation Officer *JB*

Date: June 30, 2017

Subject: Agreements for Juvenile Hall Placements with Plumas County and Modoc County

Recommendation: That the Board of Supervisors approve the Placement Agreements for Juvenile Hall Placement agreements.

Plumas County and Modoc County have a need for Juvenile Hall placements and desires to place detained minors ordered by each county's juvenile court and minor's court ordered to serve a commitment in the Lassen County Juvenile Detention Facility.

Each agreement expresses the need to implement an agreement between Lassen County with Plumas County and Modoc County for the placement in juvenile hall. The agreements include services to be rendered and conditions of reimbursement for such services. The term of the agreements is July 1, 2017 through June 30, 2018.

Financial Impact: The agreements specify a per diem rate to be billed at \$110.00 per 24 hour period and a per diem rate of \$85.00 per 24 hour period for minor's court ordered to service a commitment. This agreement is to include reimbursements for medical services, psychological services, and education services. These are revenue Agreements for Probation 145 (0562).

Attachments: A copy of each agreement for reference.

AGREEMENT FOR PLACEMENT IN THE
LASSEN COUNTY JUVENILE DETENTION FACILITY

THIS Agreement is made between the **COUNTY OF LASSEN**, a political subdivision of the State of California and the **COUNTY OF MODOC**, a political subdivision of the State of California.

WHEREAS, the **COUNTY OF MODOC** has a need for Juvenile Detention placement facilities and desires to place minors detained pursuant to order of its juvenile court in the Lassen County Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEAREAS, the **COUNTY OF LASSEN** currently operates and maintains a Juvenile Detention Facility in the City of Susanville, where space may exist in excess of its needs;

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. **SERVICES.**

- A. **LASSEN COUNTY** shall provide placement in the Juvenile Detention Facility for **MODOC COUNTY** minors who have been accepted by Lassen County Probation Department for such placement in its facility. Placement in the facility shall be made if Lassen County Probation Department determines that excess space in the facility exists and **LASSEN COUNTY** agrees to accept the minor.
- B. All **MODOC COUNTY** minors accepted for placement and placed in the Lassen County Juvenile Detention Facility shall receive the same accommodations and services as **LASSEN COUNTY** juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by **MODOC COUNTY**.
- C. **LASSEN COUNTY** may provide emergency medical services without prior authorization from **MODOC COUNTY**.
- D. **MODOC COUNTY** minors are not eligible to participate in Lassen County Children's System of Care Program (CSOC).

2. **TERM OF AGREEMENT:**

This agreement shall commence July 1, 2017 through June 30, 2018.

This agreement may be terminated at any time by either party hereto, upon a thirty (30) day written notice to the other party.

3. **PAYMENT:**

- A. Detained Board and Care: **MODOC COUNTY** shall pay **LASSEN COUNTY** for the costs of board and care for each minor so placed for each day or portion thereof that said minor is housed in the Lassen County Juvenile Detention Facility. Said payment shall be at the per diem rate determined by the Board of Supervisors of **LASSEN COUNTY**. The rate currently established by the Board of Supervisors is \$110.00 for

each 24-hour day or portion thereof. This rate is subject to change by the Board of Supervisors and **MODOC COUNTY** shall be given thirty (30) days notice in writing of said change before the new rate becomes applicable to this agreement.

- B. Court Ordered Commitment Board and Care: **MODOC COUNTY** shall pay **LASSEN COUNTY** for the cost of board and care for each minor court ordered to serve a commitment in the juvenile detention facility. Said payment for court ordered commitment shall be at the per diem rate determined by the Board of supervisors of **LASSEN COUNTY**. The rate to be established by the Board of Supervisors is \$85.00 for each 24-hour day period or portion thereof. This commitment rate is subject to change by the Board of Supervisors and **MODOC COUNTY** shall be given thirty (30) days notice in writing of said change before the new rate becomes applicable to this agreement.
- C. Legal Costs: **MODOC COUNTY** shall be solely responsible for providing legal services for said minors and solely responsible for the costs of such services.
- D. Writ of Habeas Corpus: In the event petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a **MODOC COUNTY** minor placed in the Lassen County Juvenile Detention Facility, **MODOC COUNTY** shall defend said litigation and hold **LASSEN COUNTY**, its officers and employees, fully harmless therefrom.
- E. Medical and Psychological Services: **MODOC COUNTY** agrees to pay or to reimburse **LASSEN COUNTY** at the rate of \$25.00 per sick call, per youth , and for any additional costs of any necessary surgical, medical, psychological, dental care, prescription medication, or mental health care required by a minor placed pursuant to this agreement above and beyond what CFMG covers in our medical contract. **LASSEN COUNTY** is authorized to obtain emergency medical, dental, and mental health care for **MODOC COUNTY** minors without prior authorization. All other services must be pre-authorized by **MODOC COUNTY**.
- F. Education: **MODOC COUNTY** shall reimburse **LASSEN COUNTY** for any and all costs of schooling or education not compensated for by the State of California.
- G. Billing and Payment: **LASSEN COUNTY** shall submit an invoice itemizing fees, charges, and reimbursement payable by **MODOC COUNTY** to **LASSEN COUNTY** pursuant to this agreement by the 10th of the following calendar month. **MODOC COUNTY** shall remit payment within thirty (30) days following submission of the invoice.

4. **Transportation:**

- A. **MODOC COUNTY** shall be responsible for providing transportation of the minor between **MODOC COUNTY** and the Lassen County Juvenile Detention Facility. In the event **MODOC COUNTY** fails to provide transportation from **LASSEN COUNTY** to **MODOC COUNTY** when **LASSEN COUNTY** has requested removal of a minor, **LASSEN COUNTY** shall transport the minor to **MODOC COUNTY** and **MODOC COUNTY** shall be responsible for payment of the cost of such

transportation. The cost shall be the actual amount if an outside vendor does the transporting, or at the Internal Revenue Rate for mileage.

- B. **LASSEN COUNTY** shall provide routine transportation for the minor within **LASSEN COUNTY** for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportations is included in the per diem rate.

5. **Removal of minors:**

MODOC COUNTY shall promptly remove any **MODOC COUNTY** minors placed in the Lassen County Juvenile Detention Facility upon request of the Lassen County Probation Department. Lassen County Probation Department shall have sole discretion to request removal of a **MODOC COUNTY** minor.

6. **Indemnity:**

LASSEN COUNTY shall defend, release, hold harmless, and indemnify **MODOC COUNTY**, its officers and/or employees, from any and all claims for injuries or damages to persons and/or property, including attorney's fees, which arise out of injuries or damages resulting from the negligent acts or omissions of **LASSEN COUNTY**, its officers and/or employees. It is further agreed that **MODOC COUNTY** shall defend, release, hold harmless, and indemnify **LASSEN COUNTY**, its officers and/or employees, from any and all claims for injuries or damages to persons and/or property, including attorney's fees, which arise out of injuries or damages resulting from the negligent acts or omissions of **MODOC COUNTY**, its officers and/or employees. In the event of concurrent negligence of **LASSEN COUNTY**, its officers and/or employees and **MODOC COUNTY**, its officers and/or employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

7. **Modification:**

No modification or waiver of any provisions of the Agreement shall be effective unless such waiver or modifications shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

8. **Notices:**

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 facsimile, email, personal service or by first class mail and addressed to the party to be so served as follows:

COUNTY CONTACT: KIM WILLS
CHIEF PROBATION OFFICER
COUNTY OF MODOC
PROBATION DEPARTMENT
326 S. MAIN STREET
ALTURAS, CA 96101
(530) 233-6324 (Office)
(530) 233-6363 (Fax)

AGENCY/VENDOR LASSEN COUNTY PROBATION DEPARTMENT
JENNIFER BRANNING
CHIEF PROBATION OFFICER
107 SOUTH ROOP STREET
SUSANVILLE, CA 96130
PHONE:(530) 251-2689
FACSIMILE(530) 257-9160
E-mail: jbranning@co.lassen.ca.us

IN WITNESS WHEREOF, LASSEN COUNTY AND MODOC COUNTY have executed this agreement, this _____ day of _____, 20__.

COUNTY OF LASSEN

By: J Branning
Jennifer Branning
Chief Probation Officer

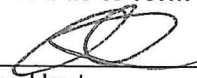
Dated: 6/19/17

COUNTY OF MODOC

By: _____
Kim Wills
Chief Probation Officer

Dated: _____

Approved as to form and legal content


Andrew Haut
Attorney for County Counsel
COUNTY of LASSEN COUNTY

Date: 6/19/17

AGREEMENT FOR PLACEMENT IN THE LASSEN COUNTY JUVENILE DETENTION FACILITY

THIS Agreement is made between the **COUNTY OF LASSEN**, a political subdivision of the State of California and the **COUNTY OF PLUMAS**, a political subdivision of the State of California.

WHEREAS, the **COUNTY of PLUMAS** has a need for Juvenile Detention placement facilities and desires to place minors detained pursuant to order of its juvenile court in the Lassen County Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEAREAS, the **COUNTY of LASSEN** currently operates and maintains a Juvenile Detention Facility in the City of Susanville, where space may exist in excess of its needs;

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. **SERVICES.**

- A. **LASSEN COUNTY** shall provide placement in the Juvenile Detention Facility for **PLUMAS COUNTY** minors who have been accepted by Lassen County Probation Department for such placement in its facility. Placement in the facility shall be made if Lassen County Probation Department determines that excess space in the facility exists and **LASSEN COUNTY** agrees to accept the minor.
- B. All **PLUMAS COUNTY** minors accepted for placement and placed in the Lassen County Juvenile Detention Facility shall receive the same accommodations and services as **LASSEN COUNTY** juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by **PLUMAS COUNTY**.
- C. **LASSEN COUNTY** may provide emergency medical services without prior authorization from **PLUMAS COUNTY**.
- D. **PLUMAS COUNTY** minors are not eligible to participate in Lassen County Children's System of Care Program (CSOC).

2. **TERM OF AGREEMENT:**

This agreement shall commence July 1, 2017 through June 30, 2018.

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The rate currently established by the Board of Supervisors is \$110.00 for each 24-hour day or portion thereof. This rate is subject to change by the Board of Supervisors and **PLUMAS COUNTY** shall be given thirty (30) days notice in writing of said change before the new rate becomes applicable to this agreement.

- B. Court Ordered Commitment Board and Care: **PLUMAS COUNTY** shall pay **LASSEN COUNTY** for the cost of board and care for each minor court ordered to serve a commitment in the juvenile detention facility. Said payment for court ordered commitment shall be at the per diem rate determined by the Board of supervisors of **LASSEN COUNTY**. The rate to be established by the Board of Supervisors is \$85.00 for each 24-hour day period or portion thereof. This commitment rate is subject to change by the Board of Supervisors and **PLUMAS COUNTY** shall be given thirty (30) days notice in writing of said change before the new rate becomes applicable to this agreement.
- C. Legal Costs: **PLUMAS COUNTY** shall be solely responsible for providing legal services for said minors and solely responsible for the costs of such services.
- D. Writ of Habeas Corpus: In the event petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a **PLUMAS COUNTY** minor placed in the Lassen County Juvenile Detention Facility, **PLUMAS COUNTY** shall defend said litigation and hold **LASSEN COUNTY**, its officers and employees, fully harmless therefrom.
- E. Medical and Psychological Services: **PLUMAS COUNTY** agrees to pay or to reimburse **LASSEN COUNTY** at the rate of \$25.00 per sick call, per youth, and for any additional costs of any necessary surgical, medical, psychological, dental care, prescription medication, or mental health care required by a minor placed pursuant to this agreement above and beyond what CFMG covers in our medical contract. **LASSEN COUNTY** is authorized to obtain emergency medical, dental, and mental health care for **PLUMAS COUNTY** minors without prior authorization. All other services must be pre-authorized by **PLUMAS COUNTY**.
- F. Education: **PLUMAS COUNTY** shall reimburse **LASSEN COUNTY** for any and all costs of schooling or education not compensated for by the State of California.
- G. Billing and Payment: **LASSEN COUNTY** shall submit an invoice itemizing fees, charges, and reimbursement payable by **PLUMAS COUNTY** to **LASSEN COUNTY** pursuant to this agreement by the 10th of the following calendar month. **PLUMAS COUNTY** shall remit payment within thirty (30) days following submission of the invoice.

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transportation. The cost shall be the actual amount if an outside vendor does the transporting, or at the Internal Revenue Rate for mileage.

- B. **LASSEN COUNTY** shall provide routine transportation for the minor within **LASSEN COUNTY** for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportations is included in the per diem rate.

5. **Removal of minors:**

PLUMAS COUNTY shall promptly remove any **PLUMAS COUNTY** minors placed in the Lassen County Juvenile Detention Facility upon request of the Lassen County Probation Department. Lassen County Probation Department shall have sole discretion to request removal of a **PLUMAS COUNTY** minor.

6. **Indemnity:**

LASSEN COUNTY shall defend, release, hold harmless, and indemnify **PLUMAS COUNTY**, its officers and/or employees, from any and all claims for injuries or damages to persons and/or property, including attorney's fees, which arise out of injuries or damages resulting from the negligent acts or omissions of **LASSEN COUNTY**, its officers and/or employees. It is further agreed that **PLUMAS COUNTY** shall defend, release, hold harmless, and indemnify **LASSEN COUNTY**, its officers and/or employees, from any and all claims for injuries or damages to persons and/or property, including attorney's fees, which arise out of injuries or damages resulting from the negligent acts or omissions of **PLUMAS COUNTY**, its officers and/or employees. In the event of concurrent negligence of **LASSEN COUNTY**, its officers and/or employees and **PLUMAS COUNTY**, its officers and/or employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

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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 facsimile, email, personal service or by first class mail and addressed to the party to be so served as follows:

COUNTY CONTACT:

ERIN METCALF
CHIEF PROBATION OFFICER
COUNTY OF PLUMAS
PROBATION DEPARTMENT
270 County Hospital Rd Ste 128,
Quincy, CA 95971
(530) 283-6200 (OFFICE)
(530) 283-6165 (FAX)

AGENCY/VENDOR

LASSEN COUNTY PROBATION DEPARTMENT
JENNIFER BRANNING
CHIEF PROBATION OFFICER
107 SOUTH ROOP STREET
SUSANVILLE, CA 96130
PHONE: (530) 251-2689
FACSIMILE: (530) 257-9160
E-mail: jbranning@co.lassen.ca.us

IN WITNESS WHEREOF, LASSEN COUNTY AND PLUMAS COUNTY have executed this agreement, this _____ day of _____, 20____, **COUNTY OF LASSEN**

By: _____

Jennifer Branning
Chief Probation Officer

Dated: 6/26/17

COUNTY OF PLUMAS

By: _____

Erin Metcalf
Chief Probation Officer

Dated: _____

Approved as to form and legal content

Andrew Haut

Attorney for County Counsel
COUNTY of LASSEN COUNTY

Date: 6/19/17