

AGREEMENT
BETWEEN
COUNTY OF SAN LUIS OBISPO PROBATION DEPARTMENT
and
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
for
Placement of Youth
August 9, 2023 – August 8, 2028

The Agreement, entered into on August 9, 2023 by and between the County of San Luis Obispo (SLO) and San Bernardino County (SBC) is for the purpose of allowing San Bernardino County Probation Department (SBC-Probation) to send Youths to the County of San Luis Obispo Probation Department's (SLO-Probation) Coastal Valley Academy (CVA) for the purposes of placement. Hereafter, the counties shall collectively be referred to as "the parties."

WHEREAS, pursuant to the authority granted under the California Welfare and Institutions Code section 888, SBC-Probation desires to transfer, and SLO-Probation desires to accept to the extent there exists accommodations in SLO-Probation CVA beyond its current needs, certain youth under the jurisdiction of Juvenile Court of SBC for the purpose of a camp commitment.

WHEREAS, the Probation Officer of SBC-Probation shall consult with the Probation Officer of SLO-Probation to ascertain that there exist accommodations in the SLO-Probation CVA facility beyond its needs prior to making a recommendation for commitment of a Youth from SBC-Probation to SLO-Probation CVA facility to the presiding judge of the juvenile court of SBC-Probation.

WHEREAS, this Agreement memorializes the terms and conditions mutually agreed to between SBC-Probation and SLO-Probation with respect to the housing of youth pursuant to the above-referenced statutes, or as required;

NOW THEREFORE, SLO and SBC agree as follows:

TERMS AND CONDITIONS

1. **Term.** This Agreement shall commence on the effective date hereinabove set forth and shall terminate on August 8, 2028, unless terminated earlier in accordance herewith.
2. **Screening of Youth.** SBC shall submit required referral/screening documents to SLO for consideration of suitability for placement in SLO CVA program. SLO has sole discretion for determining if an SBC referred youth is appropriate for placement and if accommodations exist in CVA program. If the youth is appropriate for placement, but no current accommodations exist, SBC may request that the youth be placed on a waiting list for the CVA program.
3. **Acceptance of Youth; Housing.** Upon the presentation of an Order of the Juvenile Court, or such other documentation as required to the SLO County Probation Officer, and completion of SLO County admission procedures, SLO shall accept from SBC that/those person(s) identified by SBC-Probation for transfer, and shall thereafter provide housing as required by the California Welfare and Institutions Code and applicable law.
4. **Scope of Services.** SLO shall provide placement in the San Luis Obispo County Coastal Valley Academy ("the CVA") for SBC's youth who have been accepted by SLO for such placement pursuant to the provisions

of Paragraph 2 and 7 of this Agreement. Placement in the CVA shall be made if SLO determines excess space in the CVA exists and agrees to accept the youth pursuant to the provisions of Paragraph 2 and 7 of this Agreement. All youth accepted for commitment in the CVA shall receive the same accommodations and services as SLO's youth in accordance with federal, state and local laws and regulations. Such services will include facilitation of appropriate educational services, medical care, and mental health care, and dental care as arranged and authorized by SBC. SLO may provide emergency medical services without prior authorization from SBC. Payment for non-routine medical, dental, and mental health services not provided on-site at the CVA, pursuant to Paragraph 5, below, shall be the sole responsibility of SBC subject to such means of reimbursement from sources other than SLO that are available to SBC under state and federal law.

5. **Compensation; Payment.** In consideration for the housing of any individual, SBC shall provide compensation to the SLO at the rate of One Hundred Forty Dollars (\$140.00) per day per person ("Daily Rate"). The Daily Rate shall not include expenses associated with:

- a. Provision of off-site medical care and treatment to any youth, including hospitalization;
- b. Provision of any dental or vision care and treatment to any youth;
- c. Prescribed medication for any youth;
- d. Transportation services associated with transferring an individual in or out of the SLO, which shall be the responsibility of the SBC.
- e. Any unforeseen cost the expense of which would be unreasonable to require SLO to absorb based on the daily compensation provided herein.

Any expense not included in the Daily Rate is billed in addition to the Daily Rate. SLO shall provide a monthly invoice to SBC for amounts owed. Amount shall become due upon receipt of invoice. SBC shall pay all amounts due within 30 days of receipt of invoice not to exceed \$2,555,000 for the entire term of the Agreement.

SLO shall accept all payments from SBC via electronic funds transfer (EFT) directly deposited into the SLO's designated checking or other bank account. SLO shall promptly comply with directions and accurately complete forms provided by SBC required to process EFT payments.

6. **Sending County Case Management; Ongoing Responsibilities.** In order to best support and engage youth participating in the CVA and prepare them for return to the SBC, SBC agrees to case management, visitation and other activities, including but not limited to the following:

- a. Conduct face to face visits with the youth at least once per calendar month;
- b. Participate in scheduled Child and Family Team (CFT) meetings;
- c. Participate in scheduled Individualized Education Program (IEP) meetings;
- d. Assist SLO in maintaining contact with the youth's parent(s)/guardian(s) and obtaining necessary signatures and documents from the parent(s)/guardian(s); and
- e. Provide requested information/input for inclusion in the youth's case plan.

7. **Return of Individual; SBC.** At any time during the term of this Agreement, SBC may give 24 hours advance notice to SLO that a youth previously committed to SLO's CVA, is to be returned to SBC. All arrangements and cost of transportation are the responsibility of SBC.

8. **Return of Individual; SLO.** At any time during the term of this Agreement, SLO may return youth to SBC for the following reasons:

- a. Program failure for non-compliance that constitutes a technical violation of probation;
- b. Program failure for a new law violation;

c. Program failure due to incompatibility (by agreement of SBC and SLO).

- 1) In the event an agreement regarding incompatibility cannot be reached between the SBC and SLO assigned Deputy Probation Officers (DPOs), the matter shall be jointly staffed by the DPOs' supervisors.
- 2) If the dispute cannot be resolved at the supervisory level, the matter shall be elevated to the respective managers.
- 3) If the dispute cannot be resolved at the management level, the matter shall be elevated to the SBC and SLO Chief Probation Officers.
- 4) The SLO Chief Probation Officer has sole and absolute discretion in final determinations of appropriateness for placement as described in Paragraph 10 of this Agreement.

9. **Return Agreements; SBC.** Upon notice of program failure for one of the reasons described in Paragraph 8 of this Agreement, SBC shall take one of the following actions:

- a. Pick up the youth within two (2) business days;
- b. File a notice of probation violation in SBC and secure a warrant within two (2) business days and pick up the youth within an additional five (5) calendar days;
- c. Pick up the youth within ten (10) calendar days if program failure is for reason in (c). in Paragraph 8.

10. **Appropriateness of Placement.** SLO's Chief Probation Officer will determine the appropriateness of youth placed by SBC. Further, if at any time during the term of this Agreement, SLO's Chief Probation Officer decides, at his or her sole and absolute discretion, that SLO can no longer accommodate an individual, SLO may return individual(s) to SBC. Reasonable notice, determined on the facts and circumstances available, shall be provided if SLO will refuse to accept an individual from, or return an individual to, SBC.

11. **Court/other Documentation.** SBC shall provide to SLO conformed copies committing SBC's youth to SLO's facilities, dispositional reports committing SBC's youth to SLO CVA, and consent to medical treatment signed by a parent/legal guardian or SBC's juvenile court judge. In addition, the following information and forms shall be provided by SBC to SLO:

- a. Referral forms as determined by SLO;
- b. Education information including copies of any IEP or 504 Plan;
- c. Copies of health records in the possession of SBC;
- d. Copies of any psychological evaluations authorized for release by the SBC court;
- e. Fully executed authorization for exchange of information.

12. **Notification in Circumstances of Emergency.** SLO shall notify SBC as soon as reasonably possible if any of the following occur:

- a. There is an unauthorized departure by an individual being housed by SLO pursuant to this Agreement;
or
- b. An individual being housed by SLO pursuant to this Agreement becomes seriously ill or injured.

13. **Indemnification.**

- a. SLO shall defend, indemnify and hold SBC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages

that is proximately caused by the negligent or intentional acts or omissions of SLO, its officers, employees, and agents.

- b. SBC shall indemnify and hold SLO, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that is proximately caused by the negligent acts or intentional acts or omissions of SBC, its officers, employees and 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 disposition 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, except as required by law.

14. **Termination.** Either party may terminate this Agreement for any reason upon 30 days written notice to the other party.

15. **Confidentiality.** The intent of this Agreement is for the SLO to provide housing for SBC wards in SLO's CVA as described in the recitals above. Should specific information regarding the SBC's wards become known to SLO, the following confidentiality rules shall apply:

- a. SLO shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and the following:
 - 1) All applications and records concerning any individual made or kept by SLO 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.
- b. SLO 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. SLO 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 section 827 is guilty of a misdemeanor. During the term of this Agreement, both parties may have access to information that is confidential and shall not disclose any such information to any third party without the express written consent of the other party or as required by law, except that SLO may share confidential information with third-party providers participating in the CVA programs upon receipt of a fully executed exchange of information form, as referenced in Paragraph 11.e., above. This provision shall survive the termination, expiration, or cancellation of the Agreement.
- d. Notwithstanding any other provision of this Agreement, SLO will 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. SLO 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 Section56]] 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.

16. **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.
17. **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.
18. **Insurance.** SBC and SLO 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 \$2 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.
19. **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.
20. **Amendments.** No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties.
21. **Severability.** If any term, covenant, condition, or 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.
22. **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:
- | | |
|---------------------------|---|
| County of San Luis Obispo | San Bernardino County |
| Probation Department | Probation Department |
| 1730 Bishop Street | 175 Fifth Street, 3 rd Floor Fiscal Services |
| San Luis Obispo, CA 93401 | San Bernardino, CA 92415 |
| (805)781-5300 | (909)387-5982 |
23. **Governing Law; Venue.** Unless otherwise expressly waived by the parties in writing, 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 the Superior Court of the County of San Luis Obispo, 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.
24. **Time is of the Essence.** Time is of the essence in this Agreement and each covenant and term and condition herein.
25. **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.

26. **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.
27. **Electronic Signatures.** This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the dates set forth below.

COUNTY OF SAN LUIS OBISPO

By: _____
Chief Probation Officer

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Date: _____

SAN BERNARDINO COUNTY

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

TOM BUNTON
County Counsel

By: _____
Deputy County Counsel

Date: _____