

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.30
(ID # 7503)

MEETING DATE:
Tuesday, July 17, 2018

FROM : PROBATION:

SUBJECT: PROBATION DEPARTMENT: Approve the Memorandum of Understanding between the Tehama County Probation Department and the County of Riverside for youth housing at the Alan M. Crogan Youth Treatment and Education Center, and Authorize the Chief Probation Officer of the Riverside County Probation Department to Execute the Memorandum of Understanding on Behalf of the County. Districts-ALL; [\$55,000]

RECOMMENDED MOTION: That the Board of Supervisors:

Approve the Memorandum of Understanding between the Tehama County Probation Department and Riverside County for youth housing at the Alan M. Crogan Youth Treatment and Education Center, and authorize the Chief Probation Officer to execute the MOU on behalf of Riverside County and its Probation Department and any amendments that do not change the substantive terms of the MOU, as approved by County Counsel.

ACTION: Policy

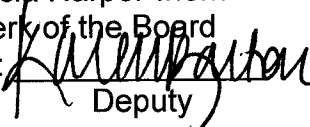

Mark A. Hake, Chief Probation Officer 7/15/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 17, 2018
xc: Probation

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 55,000	\$ 55,000	\$ 275,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Tehama County Funds			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

County of Tehama Probation Department maintains several contracts with various counties' treatment facilities for placement. County of Tehama uses these facilities based upon the needs of the youth and the facility best able to treat those needs. Placement is then ordered by the juvenile court.

County of Riverside Probation Department (Probation) is requesting approval of the attached Memorandum of Understanding (MOU) to provide the County of Tehama with another facility option. Probation will willingly receive juvenile court youths from County of Tehama when excess accommodations exist at the Alan M. Crogan Youth Treatment and Education Center (AMC-YTEC) and all placement needs of Probation are fully met.

Impact on Residents and Businesses

Probation's mission is "Serving Courts, Protecting our Community, and Changing Lives". Probation is proposing to offer available housing to a partner county when excess accommodations may exist at the request of the juvenile court for youths committed.

Additional Fiscal Information

The rate of \$49.03 per youth per day is based on the WIC 903 methodology. Funds received from County of Tehama will be used to offset the actual cost of care to operate the facility.

ATTACHMENT

MOU between the Tehama County Probation Department and Riverside County.


Ryan Carter, Principal Management Analyst

7/11/2018


Gregory L. Priamos, Director County Counsel

7/10/2018

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.



THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS

PROBATION DEPARTMENT AND

THE COUNTY OF TEHAMA PROBATION DEPARTMENT

YOUTH HOUSING

MEMORANDUM OF UNDERSTANDING

JUL 17 2018 3.30

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

1	TABLE OF CONTENTS	
2	1.0 Purpose	3
3	2.0 Scope	3
4	3.0 Term	3
5	4.0 Amendment or Termination of MOU	3
6	5.0 Agency Representatives	4
7	6.0 Roles and Responsibilities	4
8	6.1 Tehama County Probation Department	4
9	6.2 Riverside County Probation Department	4
10	7.0 Audits	5
11	8.0 Records Retention	5
12	9.0 Confidentiality	5
13	10.0 Health Insurance Portability and Accountability Act	5
14	11.0 Hold Harmless and Indemnification	6
15	12.0 Representations	6
16	13.0 Defense	6
17	14.0 Insurance	7
18	15.0 Assignment	9
19	16.0 Licenses and Certifications	9
20	17.0 Severability	9
21	18.0 Compensation	10
22	19.0 Notices	10
23	SIGNATURE PAGE	12
24		

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

1.0 PURPOSE

This Memorandum of Understanding (MOU) between the County of Riverside, on behalf of its Probation Department (Probation) and the County of Tehama Probation Department (Tehama) is entered into as of the date set forth below. This MOU provides the mechanism, and defines the roles and responsibilities, for providing appropriate facilities for the housing of youths of the juvenile court committed thereto, pursuant to Article 24 of Chapter 2 of Part 1 of Divisions 880 and 881 of the Welfare and Institutions Code.

Probation and Tehama agree to the following roles, responsibilities, and accompanying terms and conditions, which will be effective upon approval by both parties' governing bodies, and remain in effect for a period of no more than five (5) years or until terminated or modified as defined in section 4.0 of this MOU.

2.0 SCOPE

This MOU shall apply to the following locations: Alan M. Crogan-Youth Treatment and Education Center (AMC-YTEC), 10000 County Farm Road, Riverside, CA 92503.

3.0 TERM

This MOU shall be effective upon execution by the Chief Probation Officer of the County Riverside and the Chief Probation Officer of the County of Tehama or their respective designees. The term of this MOU shall commence on July 17, 2018 and end on June 30, 2019. Thereafter this MOU will automatically renew, annually, for each entire fiscal year from July 1 to June 30 and shall remain in effect until June 30, 2023 unless terminated or modified as defined in section 4.0 of this MOU.

4.0 AMENDMENT OR TERMINATION OF MOU

This MOU, along with any incorporated attachments, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this MOU formally approved and executed by both Probation and Tehama.

This MOU may be amended at any time with the written concurrence of all parties. Consideration for amendment will be given upon written notification by one party to the other. Probation and Tehama will review this MOU at least annually and modify as needed. This MOU can be terminated with or without cause by either party upon thirty (30) days written notification to the other party.

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

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5.0 AGENCY REPRESENTATIVES

The following agency representatives will serve as the primary points of contact as it relates to accomplishing the terms of this MOU.

Probation Division Director, AMC-YTEC

Briana Hendrix – Deputy Probation Officer IV

6.0 ROLES AND RESPONSIBILITIES

6.1 Tehama shall:

- Request the placement of youths committed by juvenile court order pursuant to Welfare and Institutions Code section 755 at AMC-YTEC;
- Supply all information Probation requests to determine the suitability of the youth for such placement;
- Place youth of its juvenile court at AMC-YTEC when excess accommodations may exist;
- Place youth at AMC-YTEC only upon order of the juvenile court;
- Be responsible for all transportation of committed youths to and from AMC-YTEC except in the event of medical emergency for the youth;
- Provide background materials prior to placement, such as Comi orders committing youth, dispositional report, and a consent to medical treatment signed by a parent/legal guardian/juvenile court judge to AMC-YTEC;
- Acknowledge Probation programs are directed toward the enrichment of the youths lives through a schedule of activities, events and phases, and that critical conditions affecting the welfare and success of youths at AMC-YTEC; and
- Assign staff to be liaison between Probation and Tehama.

6.2 Probation shall:

- Receive juvenile court youths from Tehama when excess accommodations exist at AMC-YTEC after Probation’s placement needs are met;
- Be under no obligation to accept youths of Tehama;
- Reserve the right to decline to accept or retain youths at its discretion;
- Deem all accepted youth delivered to AMC-YTEC to be under the custody and supervision of Probation should Probation accept placement pursuant to Welfare and Institutions Code section 888;

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

- 1 • Provide 24-hour care to youth committed through the juvenile court process
2 including educational services, periodic medical examinations, or emergency
3 medical treatment;
- 4 • Be responsible for emergency transportation to a medical facility in the event
5 of life-threatening injury;
- 6 • Furnish all facilities, equipment, and other materials which may be required
7 for housing youths pursuant to this MOU;
- 8 • Comply with the provisions of the Prison Rape Elimination Act (PREA) found
9 at 42 U.S.C.A. Section 15601 et seq. as well as all applicable final federal
10 regulations pursuant to PREA; and
- 11 • Assign staff to be liaison between Probation and Tehama.

12
13 **7.0 AUDITS**

14 Tehama agrees that any duly authorized representative of the Federal, State or County
15 Government shall have the right to audit, inspect, excerpt, copy or transcribe any
16 pertinent records and documentation relating to this MOU.

17
18 **8.0 RECORDS RETENTION**

19 Each party agrees to retain all records pertaining to this MOU for the period indicated in
20 the Riverside County Records Retention General Schedule per Riverside County's Board of
21 Supervisors Policy A-43 unless otherwise indicated. If, at the end of the retention period,
22 there is ongoing litigation or an audit involving those records, each party shall retain the
23 original records until the resolution of such litigation or audit.

24
25 **9.0 CONFIDENTIALITY**

26 All parties agree to maintain the confidentiality of all youth information in accordance
27 with all applicable Federal, State and local laws and regulations. Both parties will ensure
28 names, addresses, phone numbers, and any other individually identifiable information
29 concerning youths and services received are kept confidential.

30
31 **10.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

32 All parties in this MOU are subject to all relevant requirements contained in the Health
33 Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, enacted August
34 21, 1996, and the laws and regulations promulgated subsequent thereto. All parties agree
35 to cooperate in accordance with the terms and intent of this MOU for implementation of
36 relevant law(s) and/or regulation(s) promulgated under this Law. All parties agree it shall
37 be in compliance, and shall remain in compliance with the requirements of HIPAA, and the

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

1 laws and regulations promulgated subsequent hereto, as may be amended from time to
2 time. The parties agree to the terms and conditions set forth from the Riverside County
3 Board of Supervisors Policy No. B-23.
4

5 **11.0 HOLD HARMLESS AND INDEMNIFICATION**

6 Tehama shall indemnify and hold harmless Probation, the County of Riverside, its
7 Agencies, Districts, Special Districts and Departments, their respective directors, officers,
8 Board of Supervisors, elected and appointed officials, employees, agents and
9 representatives (individually and collectively hereinafter referred to as Indemnitees) from
10 any liability, action, claim or damage whatsoever, based or asserted upon any services of
11 Tehama, its officers, employees, subcontractors, agents or representatives arising out of
12 or in any way relating to this MOU, including but not limited to property damage, bodily
13 injury, or death or any other element of any kind or nature. Tehama shall defend the
14 Indemnitees at its sole expense including all costs and fees (including, but not limited, to
15 attorney fees, cost of investigation, defense and settlements or awards) in any claim or
16 action based upon such acts, omissions or services. With respect to any action or claim
17 subject to indemnification herein by Tehama, Tehama shall, at their sole cost, have the
18 right to use counsel of their own choice and shall have the right to adjust, settle, or
19 compromise any such action or claim without the prior consent of Probation and/or the
20 County of Riverside; provided, however, that any such adjustment, settlement or
21 compromise in no manner whatsoever limits or circumscribes Tehama's indemnification
22 to Indemnitees as set forth herein. Tehama's obligation hereunder shall be satisfied when
23 Tehama has provided to Probation the appropriate form of dismissal relieving Probation
24 and/or the County of Riverside from any liability for the action or claim involved.
25

26 **12.0 REPRESENTATIONS**

27 Tehama acknowledges that Probation houses wards who have been determined
28 delinquent and that those wards may pose a risk to the physical safety of other wards
29 housed at AMC-YTEC, any employees of Probation or Tehama, or to themselves.
30

31 Probation does not guarantee the safety of Tehama's wards housed at AMC-YTEC.
32 Further, Probation does not guarantee the safety of Tehama's staff involved in the
33 transportation of its wards to and from AMC-YTEC pursuant to this MOU.
34

35 **13.0 DEFENSE**

36 When a party becomes aware of any claim against it, it will immediately notify the other
37 party in writing of that claim. The parties will cooperate in good faith with each other in
38 the investigation and disposition of any claim. This provision does not require either party

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

1 to disclose to the other party any documents, records, or communications that would be
2 considered protected, confidential, or privileged under applicable state law. This
3 provision does not limit either party from electing to control its consultation with the
4 other party.

5
6 **14.0 INSURANCE**

7 Without limiting or diminishing Tehama's obligation to indemnify or hold the COUNTY
8 harmless, Tehama shall procure and maintain or cause to be maintained, at its sole cost
9 and expense, the following insurance coverage's during the term of this MOU. As respects
10 to the insurance section only, the COUNTY herein refers to the County of Riverside, its
11 Agencies, Districts, Special Districts, and Departments, their respective directors, officers,
12 Board of Supervisors, employees, elected or appointed officials, agents, or
13 representatives as Additional Insureds.

14 **A. Workers' Compensation:**

15 If the Tehama has employees as defined by the State of California, Tehama shall maintain
16 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the
17 State of California. Policy shall include Employers' Liability (Coverage B) including
18 Occupational Disease with limits not less than \$1,000,000 per person per accident. The
19 policy shall be endorsed to waive subrogation in favor of The County of Riverside.

20 **B. Commercial General Liability:**

21 Commercial General Liability insurance coverage, including but not limited to, premises
22 liability, unmodified contractual liability, products and completed operations liability,
23 personal and advertising injury, and cross liability coverage, covering claims which may
24 arise from or out of Tehama's performance of its obligations hereunder. Policy shall name
25 the COUNTY as Additional Insured. Policy's limit of liability shall not be less than
26 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
27 aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the
28 occurrence limit.

29 **C. Vehicle Liability:**

30 If vehicles or mobile equipment is used in the performance of the obligations under this
31 MOU, then Tehama shall maintain liability insurance for all owned, non-owned, or hired
32 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single
33 limit. If such insurance contains a general aggregate limit, it shall apply separately to this
34 MOU or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY
35 as Additional Insureds.

36 **D. Professional Liability**

37 Tehama shall maintain Professional Liability Insurance providing coverage for the
38 Tehama's performance of work included within this MOU, with a limit of liability of not

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

1 less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Tehama's
2 Professional Liability Insurance is written on a claims made basis rather than an
3 occurrence basis, such insurance shall continue through the term of this MOU and
4 Tehama shall purchase at his sole expense either 1) an Extended Reporting Endorsement
5 (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a
6 retroactive date back to the date of, or prior to, the inception of this MOU; or 3)
7 demonstrate through Certificates of Insurance that Tehama has Maintained continuous
8 coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3)
9 will continue as long as the law allows.

10 **E. General Insurance Provisions - All lines:**

11 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the
12 State of California and have an A M BEST rating of not less than A:VIII (A:8) unless such
13 requirements are waived, in writing, by the County Risk Manager. If the County's Risk
14 Manager waives a requirement for a particular insurer such waiver is only valid for that
15 specific insurer and only for one policy term.

16 2) The Tehama must declare its insurance self-insured retention for each coverage
17 required herein. If any such self-insured retention exceeds \$500,000 per occurrence each
18 such retention shall have the prior written consent of the County Risk Manager before the
19 commencement of operations under this MOU. Upon notification of self-insured
20 retention unacceptable to the COUNTY, and at the election of the County's Risk Manager,
21 Tehama's carriers shall either; 1) reduce or eliminate such self-insured retention as
22 respects this MOU with the COUNTY, or 2) procure a bond which guarantees payment of
23 losses and related investigations, claims administration, and defense costs and expenses.

24 3) Tehama shall cause Tehama's insurance carrier(s) to furnish the County of Riverside
25 with either 1) a properly executed original Certificate(s) of Insurance and certified original
26 copies of Endorsements effecting coverage as required herein, and 2) if requested to do
27 so orally or in writing by the County Risk Manager, provide original Certified copies of
28 policies including all Endorsements and all attachments thereto, showing such insurance
29 is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain
30 the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
31 to the County of Riverside prior to any material modification, cancellation, expiration or
32 reduction in coverage of such insurance. In the event of a material modification,
33 cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith,
34 unless the County of Riverside receives, prior to such effective date, another properly
35 executed original Certificate of Insurance and original copies of endorsements or certified
36 original policies, including all endorsements and attachments thereto evidencing
37 coverage's set forth herein and the insurance required herein is in full force and effect.
38 Tehama shall not commence operations until the COUNTY has been furnished original

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

1 Certificate (s) of Insurance and certified original copies of endorsements and if requested,
2 certified original policies of insurance including all endorsements and any and all other
3 attachments as required in this Section. An individual authorized by the insurance carrier
4 shall sign the original endorsements for each policy and the Certificate of Insurance.

5 4) It is understood and agreed to by the parties hereto that the Tehama's insurance shall
6 be construed as primary insurance, and the COUNTY'S insurance and/or deductibles
7 and/or self-insured retention's or self-insured programs shall not be construed as
8 contributory.

9 5) If, during the term of this MOU or any extension thereof, there is a material change in
10 the scope of services; or, there is a material change in the equipment to be used in the
11 performance of the scope of work; or, the term of this MOU, including any extensions
12 thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of
13 insurance and the monetary limits of liability required under this MOU, if in the County
14 Risk Manager's reasonable judgment, the amount or type of insurance carried by the
15 Tehama has become inadequate.

16 6) Tehama shall pass down the insurance obligations contained herein to all tiers of
17 subcontractors working under this MOU.

18 7) The insurance requirements contained in this MOU may be met with a program(s) of
19 self-insurance acceptable to the COUNTY.

20 8) Tehama agrees to notify COUNTY of any claim by a third party or any incident or event
21 that may give rise to a claim arising from the performance of this MOU.

22
23 **15.0 ASSIGNMENT**

24 This MOU shall not be assigned by any party hereto, either in whole or in part, without
25 prior written consent of the other parties. Any assignment or purported assignment of
26 this MOU without the prior written consent will be deemed void and of no force or effect.

27
28 **16.0 LICENSE AND CERTIFICATIONS**

29 All parties verify upon execution of this MOU, that all work performed pursuant to this
30 MOU will, when applicable, possess a current and valid license/certification in compliance
31 with any local, State, and Federal laws and will be performed by properly trained and
32 licensed/certified staff.

33
34 **17.0 SEVERABILITY**

35 If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void
36 or unenforceable, the remaining provisions will nevertheless continue in full force without
37 being impaired or invalidated in any way.

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

18.0 COMPENSATION

Maximum allowable costs under this MOU shall not exceed \$1,519.93 per month per youth, reimbursed at a daily rate not to exceed \$49.03. The contract maximum amount paid by Tehama shall not exceed \$55,000 per County fiscal year. Costs for transportation and maintenance between Probation and Tehama shall be the responsibility of Tehama. Expenses for services performed by any hospital, medical, psychiatric, surgical care or treatment, pharmaceuticals, and dental care shall be the financial responsibility of Tehama. Probation will seek pre-approval of supplemental expenses from Tehama except in the case of an emergency. Expenses incurred for facility repair in the event of damage caused by willful misconduct by the youth shall be the financial responsibility of Tehama.

Within thirty (30) days of the end of each fiscal quarter Probation will prepare and submit to Tehama, via email, a reimbursement claim for services during the quarter. Upon review and approval of claim, Tehama shall prepare, post, and process payment within thirty (30) business days.

If Probation ceases provision of services for any period, then no payment will apply for that period. Tehama will reimburse Probation for services provided in accordance with the terms and conditions contained herein.

Probation will review rates annually, at least sixty (60) days before the end of the fiscal year and notify Tehama of any rate increase which will become effective July first of the ensuing fiscal year. In the event of an increase in the daily rate, Probation and Tehama will execute an amendment to this MOU reflecting the new rates.

19.0 NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this MOU shall be addressed for each location as follows:

Riverside County Probation Department

Probation Administration
Attn: Contracts and Grants Unit
P.O. Box 833
Riverside, CA 92502
Main Number: (951) 955-2830

Tehama County Probation Department

Financial Unit

**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

1 PO Box 99
2 Red Bluff, CA 96080
3 Main Number: (530) 527-4052
4

5 All notices shall be deemed effective when they are made in writing, addressed as
6 indicated above, and deposited in the United States mail. Any notices, correspondence,
7 reports, and/or statements authorized or required by this MOU addressed in any other
8 fashion will not be acceptable.
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**COUNTY OF RIVERSIDE AND
COUNTY OF TEHAMA
MEMORANDUM OF UNDERSTANDING**

SIGNATURE PAGE

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All signatories have delegated authority to enter into this MOU. The Parties hereto have executed this MOU on the dates shown below.

Riverside County Probation Department
3960 Orange Street, Suite 600
Riverside, CA 92501

Tehama County Probation Department
1840 Walnut Street
Red Bluff, CA 96080



Mark A. Hake,
Chief Probation Officer



Richard Muench,
Chief Probation Officer

7-31-18

Date

7-9-18

Date

COUNTY COUNSEL:
Susanna Oh, Deputy County Counsel
Approved as to Form

COUNTY COUNSEL:
Tehama County
Approved as to Form

By: 

By: 
