

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



ITEM: 3.49
(ID # 18785)

MEETING DATE:
Tuesday, August 30, 2022

FROM : PROBATION:

SUBJECT: PROBATION DEPARTMENT: Ratify and Approve the Form of the Memorandum of Understanding (MOU) with San Bernardino County (SBC) Probation Department for youth placements at Riverside County and SBC Probation juvenile facilities according to Senate Bill (SB) 823 for five years, and Authorize the Chief Probation Officer to execute the MOU with SBC Probation and any amendments, All Districts. [0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the form of the Memorandum of Understanding (MOU) with San Bernardino County (SBC) Probation Department for youth placements at Riverside County and SBC Probation juvenile facilities according to SB823 guidelines; and
2. Authorize the Chief Probation Officer to execute the MOU with SBC Probation Department, substantially conforming in form and substance to the attached MOU, for a maximum period not to exceed five years through June 30, 2027; and
3. Authorize the Chief Probation Officer to sign any amendments to the MOU with SBC Probation Department, as approved as to form by County Counsel.

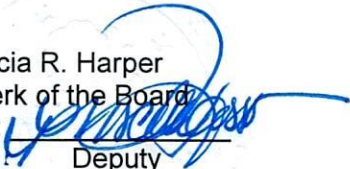
ACTION:Policy


Ronald L. Miller, Chief Probation Officer 7/22/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 30, 2022
xc: Probation


Kecia R. Harper
Clerk of the Board
By: Deputy

1917

...

...

...

...

...

...

...

**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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
			For Fiscal Year: FY21/22- FY25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Division of Juvenile Justice (DJJ), operated by the State of California, has historically treated high needs youth who have committed serious or violent crimes, 707(b) Welfare and Institution Code offenses. On September 30, 2020, Governor Newsom signed Senate Bill (SB) 823 (Chapter 337, Statutes of 2020), which began the closure of the state's DJJ, realigning those state functions to county governments. Under SB 823, DJJ intake closed for most youth on July 1, 2021, and counties then became fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

The State began phasing out DJJ by halting all transfers of youth from California's counties to the State's three remaining custodial facilities. To remain in compliance with SB 823 requirements, treatment needs, and safety protocols for this population, Probation assumed the responsibility of care, custody, and supervision of these youth. The DJJ transferred youth are placed into a special program called "Pathways to Success" to address their special needs. Consequently, our neighboring San Bernardino County (SBC) Probation Department also established a secure track setting for DJJ youth called "Gateway to ARISE" to address the needs of serious youth offenders. In an effort to problem solve, Probation and SBC Probation established an MOU in support of isolated situations when the respective youth placement facility cannot meet certain conditions of placement, the youth will be placed in the custody of the other county that is able to provide for the treatment needs of the youth. Placement in either program will be determined for the duration of the youth's court order/program.

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.

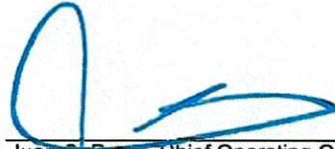
ATTACHMENTS:

FORM SB 823 Youth Placement MOU with San Bernardino County Probation Department

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


Rebecca S Cortez, Principal Management Analyst

7/25/2022



Juan C. Perez, Chief Operating Officer

8/25/2022


Cynthia M. Guanzel, Chief Deputy County Counsel

7/25/2022

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.



RIVERSIDE COUNTY PROBATION DEPARTMENT AND

SAN BERNARDINO COUNTY PROBATION DEPARTMENT

MEMORANDUM OF UNDERSTANDING

FOR

SB 823 YOUTH PLACEMENT

AUG 30 2022

3.49

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
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 SBC Probation youth placed in Riverside County 4

9 6.2 RC Probation youth placed in San Bernardino County 5

10 **7.0 Audits** 5

11 **8.0 Records Retention** 6

12 **9.0 Confidentiality** 6

13 **10.0 Health Insurance Portability and Accountability Act** 6

14 **11.0 Hold Harmless and Indemnification** 6

15 **12.0 Assignment** 7

16 **13.0 Licenses and Certifications** 7

17 **14.0 Severability** 7

18 **15.0 Compensation** 7

19 **16.0 Notices** 7

20 **17.0 Choice of Law** 8

21 **18.0 Venue** 8

22 **19.0 Insurance** 8

23 **SIGNATURE PAGE** 9

24

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 **1.0 PURPOSE**

2 The Riverside County Probation Department (RC Probation), in cooperation with the San
3 Bernardino County Probation Department (SBC Probation), enters into this interagency
4 Memorandum of Understanding (MOU). This MOU provides the mechanism, and defines the
5 roles and responsibilities, through which these agencies will work together to accomplish the
6 mutual goal of providing services to Probation clients connected to the California
7 Department of Juvenile Justice (DJJ) realignment process pursuant to Senate Bill 823 (SB
8 823), and specifically to the Pathways to Success program in RC Probation and the Gateway
9 to ARISE program in SBC Probation.

10
11 RC Probation and SBC Probation agree to the following roles, responsibilities, and
12 accompanying terms and conditions, which will be effective once fully executed by both
13 parties and remain in effect until terminated or modified as defined in section 4.0 of this
14 MOU.

15
16 **2.0 SCOPE**

17 This MOU shall apply to the following programs: Pathways to Success/Gateway to ARISE/SB
18 823 realignment youth. This MOU sets in place minimal terms and conditions for the
19 placement of an SB 823 youth from the custody of SBC Probation into the custody of RC
20 Probation, or from the custody of RC Probation into the custody of SBC Probation, to be
21 housed in a secure facility. When necessary, placement will be made if the treatment needs
22 of the youth cannot be met by the respective county but are provided for by the other
23 county, when housing female youth so they are not isolated and are provided appropriate
24 treatment in compliance with a secure track setting, and to house youth who need to be
25 separated. Either placement will be determined for the duration of the youth's court
26 order/program.

27
28 **3.0 TERM**

29 This MOU shall be effective retroactively to July 1, 2022, upon execution by signature of the
30 Chief Probation Officer of Riverside County and the Chief Probation Officer of San Bernardino
31 County or their respective designees, and end on June 30, 2023. Thereafter, this MOU shall
32 automatically renew, in one-year increments, for each entire fiscal year from July 1 to June
33 30, for a maximum term period not to exceed five (5) years unless terminated or modified as
34 defined in section 4.0 of this MOU.

35
36 **4.0 AMENDMENT OR TERMINATION OF MOU**

37 This MOU, along with any incorporated attachments, fully expresses all understandings of
38 the parties concerning all matters covered and shall constitute the total MOU. No addition

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 to, or alteration of, the terms of this MOU whether by written or verbal understanding of the
2 parties, their officers, agents or employees, shall be valid unless made in the form of a
3 written amendment to this MOU formally approved and executed by both RC Probation and
4 SBC Probation.

5
6 This MOU may be amended at any time with the written concurrence of all parties.
7 Consideration for amendment will be given upon written notification by one party to the
8 other. RC Probation and SBC Probation will review this MOU at least annually and modify as
9 needed. This MOU can be terminated with or without cause by either party upon thirty (30)
10 days written notice to the other party or due to unavailability of funding. Termination of the
11 MOU will take effect thirty (30) days following receipt of the written notice of termination or
12 upon effective date of funding expiration.

13
14 **5.0 AGENCY REPRESENTATIVES**

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

17
18 Probation Division Director for Pathways to Success

19
20 Probation Division Director II for Gateway to ARISE

21
22 **6.0 ROLES AND RESPONSIBILITIES**

23 6.1 SBC Probation youth placed in Riverside County

24 6.1.1 SBC Probation shall:

- 25 • Assign sworn staff to be a liaison between SBC Probation and RC Probation
- 26 • Provide replacement staff, when feasible, if assigned staff is out sick, on
27 extended leave or vacation
- 28 • Provide necessary court orders and documentation authorizing transfer of the
29 youth to RC Probation's custody
- 30 • Maintain personal effects of the youth until returned to SBC Probation
- 31 • Provide transportation to and from Riverside County
- 32 • Visit the youth at RC Probation facility monthly
- 33 • Coordinate re-entry/re-integration strategies and planning for the youth when
34 returned to SBC Probation.

35
36 6.1.2 RC Probation shall:

- 37 • Provide secure care, custody and control of the transferred youth

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

- 1 • Notify SBC Probation of any emergency or extraordinary incidents involving the
- 2 youth
- 3 • Conduct initial intake assessment of each youth to create the Pathways to
- 4 Success treatment plan, which will be communicated to the SBC Probation
- 5 liaison
- 6 • Recommend to SBC Probation specifics of an aftercare, re-entry and re-
- 7 integration strategy and services, which should be planned for the youth upon
- 8 release and return to SBC Probation
- 9 • Submit progress reports to the SBC Probation liaison.

10
11 6.2 RC Probation youth placed in San Bernardino County

12 6.2.1 RC Probation shall:

- 13 • Assign sworn staff to be a liaison between RC Probation and SBC Probation
- 14 • Provide replacement staff, when feasible, if assigned staff is out sick, on
- 15 extended leave or vacation
- 16 • Provide necessary court orders and documentation authorizing transfer of the
- 17 youth to SBC Probation's custody
- 18 • Maintain personal effects of the youth until returned to RC Probation
- 19 • Provide transportation to and from San Bernardino County
- 20 • Visit the youth at SBC Probation facility monthly
- 21 • Coordinate re-entry/re-integration strategies and planning for the youth when
- 22 returned to RC Probation.

23
24 6.2.2 SBC Probation shall:

- 25 • Provide secure care, custody and control of the transferred youth
- 26 • Notify RC Probation of any emergency or extraordinary incidents involving the
- 27 youth
- 28 • Conduct initial intake assessment of each youth to create the Gateway to ARISE
- 29 treatment plan, which will be communicated to the RC Probation liaison
- 30 • Recommend to RC Probation specifics of an aftercare, re-entry and re-
- 31 integration strategy and services, which should be planned for the youth upon
- 32 release and return to RC Probation
- 33 • Submit progress reports to the RC Probation liaison.

34
35 **7.0 AUDITS**

36 Subject to section 9.0 of this MOU, SBC Probation agrees that any duly authorized
37 representative of the Federal, State or County Government shall have the right to audit,

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this
2 MOU. Any audit exception, as it relates to this MOU, resulting from an audit conducted by
3 any duly authorized representative of the Federal, State or County Government shall be the
4 responsibility of SBC Probation. Any audit disallowance adjustments must be paid in full by
5 SBC or both parties upon demand if required.
6

7 **8.0 RECORDS RETENTION**

8 Each party agrees to retain all records pertaining to this MOU for the respective period of
9 time indicated in the Riverside County Board of Supervisors Records Management and
10 Archives Policy No. A-43 and the San Bernardino County Records Management Program
11 Policy Number 10-01. If, at the end of the retention period, there is ongoing litigation or an
12 audit involving those records, each party shall retain the original records until the resolution
13 of such litigation or audit.
14

15 **9.0 CONFIDENTIALITY**

16 Each party agrees to maintain the confidentiality of all client information in accordance with
17 all applicable Federal, State and local laws and regulations. Both parties will ensure names,
18 addresses, phone numbers, and any other individually identifiable information concerning
19 clients and services received are kept confidential.
20

21 **10.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

22 Each party is subject to all relevant requirements contained in the Health Insurance
23 Portability and Accountability Act (HIPAA), Public Law 104-191, enacted August 21, 1996, and
24 the laws and regulations promulgated subsequent thereto. The parties agree to cooperate
25 in accordance with the terms and intent of this MOU for implementation of relevant law(s)
26 and/or regulation(s) promulgated under HIPAA. Each party agrees it shall be in compliance
27 and shall remain in compliance with the requirements of HIPAA, and the laws and
28 regulations promulgated subsequent hereto, as may be amended from time to time. The
29 parties agree to the terms and conditions set forth in Riverside County Board of Supervisors
30 Policy No. B-23 and the San Bernardino County Health Insurance Portability and
31 Accountability (HIPAA) Policy Number 14-03.
32

33 **11.0 HOLD HARMLESS AND INDEMNIFICATION**

34
35 Riverside County Probation Department shall indemnify, defend and hold harmless San
36 Bernardino County Probation Department, its officers, employees and agents from and
37 against any and claims, actions, losses, damages, liability and/or expenses (including
38 costs of reasonable attorneys' fees) caused by the negligent acts, errors or omissions of the

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 Riverside County Probation Department except where such indemnification is prohibited by
2 law.

3
4 San Bernardino County Probation Department shall indemnify, defend and hold harmless
5 Riverside County Probation Department, its officers, employees and agents from and against
6 any and all claims, actions, losses, damages, liability and/or and expenses (including costs of
7 reasonable attorneys' fees) caused by the negligent acts, errors or omissions of the San
8 Bernardino County Probation Department except where such indemnification is prohibited
9 by law.

10
11 Notwithstanding the foregoing, the indemnifying party is not obligated to indemnify, defend
12 or hold harmless the indemnified party to the extent such claim or loss arises out of the
13 indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil
14 Code section 2782.

15
16 **12.0 ASSIGNMENT**

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

20
21 **13.0 LICENSE AND CERTIFICATIONS**

22 All parties verify upon execution of this MOU, that all work performed pursuant to this MOU
23 will, when applicable, be performed by properly trained and licensed/certified staff who
24 possess current and valid licenses/certifications in compliance with any local, State, and
25 Federal laws.

26
27 **14.0 SEVERABILITY**

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

31
32 **15.0 COMPENSATION**

33 Each party will submit claims for allowable costs to the State of California according to SB
34 823 guidelines for all youth committed to their facilities. RC Probation will submit claims for
35 SBC Probation youth under RC Probation's care and vice versa. Maximum allowable costs
36 shall not exceed allowable claims by the State of California.

37
38 **16.0 NOTICES**

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

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

3
4 Riverside County Probation Department

5 Probation Administration

6 Attn: Contracts and Grants Unit

7 P.O. Box 833

8 Riverside, CA 92502

9 Main Number: (951) 955-2830

10
11 San Bernardino County Probation Department

12 Contracts Administration Unit

13 175 West 5th Street, 4th Floor

14 San Bernardino, CA 92415

15 Main Number: (909) 387-9611

16
17 All notices shall be deemed effective when they are made in writing, addressed as indicated
18 above, and deposited in the United States mail. Any notices, correspondence, reports,
19 and/or statements authorized or required by this MOU addressed in any other fashion will
20 not be acceptable.

21
22 **17.0 CHOICE OF LAW**

23 This MOU shall be governed by and construed according to the laws of the State of
24 California.

25
26 **18.0 VENUE**

27 The parties acknowledge and agree that this MOU was entered into and intended to be
28 performed in Riverside and San Bernardino Counties in California. The parties agree that the
29 venue of any action or claim brought by any party to this MOU will be the Superior Court of
30 the State of California located in Riverside, California, or San Bernardino County, San
31 Bernardino District. Each party hereby waives any law or rule of the court, which would
32 allow them to request or demand a change of venue. If any action or claim concerning this
33 MOU is brought by any third party and filed in another venue, the parties hereto agree to
34 use their best efforts to obtain a change of venue to a Superior Court referenced herein.

35
36 **19.0 INSURANCE**

37 The parties are self-insured public entities for purposes of professional liability, general
38 liability, and Workers' Compensation. The parties warrant that through their respective

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 programs of self-insurance, each has adequate professional liability, general liability and
2 Workers' Compensation to provide coverage for liabilities arising out of each party's
3 performance of this MOU.
4

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

SIGNATURE PAGE

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

San Bernardino County Probation Department
175 West 5th Street, 4th Floor
San Bernardino, CA 92415



Ron Miller II,
Chief Probation Officer



Tracy Reece,
Chief Probation Officer

9/15/2022

Date

10-16-22

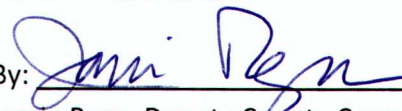
Date

Approved as to Form
COUNTY COUNSEL

Approved as to Form
COUNTY COUNSEL

By: 

Lisa Sanchez, Deputy County Counsel

By: 

Jamie Ryan, Deputy County Counsel

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.



RIVERSIDE COUNTY PROBATION DEPARTMENT AND

SAN BERNARDINO COUNTY PROBATION DEPARTMENT

MEMORANDUM OF UNDERSTANDING

FOR

SB 823 YOUTH PLACEMENT

AUG 30 2022 3.49

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
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 SBC Probation youth placed in Riverside County	4
9	6.2 RC Probation youth placed in San Bernardino County	5
10	7.0 Audits	5
11	8.0 Records Retention	6
12	9.0 Confidentiality	6
13	10.0 Health Insurance Portability and Accountability Act	6
14	11.0 Hold Harmless and Indemnification.....	6
15	12.0 Assignment.....	7
16	13.0 Licenses and Certifications	7
17	14.0 Severability	7
18	15.0 Compensation	7
19	16.0 Notices.....	7
20	17.0 Choice of Law.....	8
21	18.0 Venue	8
22	19.0 Insurance	8
23	SIGNATURE PAGE	9
24		

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 **1.0 PURPOSE**

2 The Riverside County Probation Department (RC Probation), in cooperation with the San
3 Bernardino County Probation Department (SBC Probation), enters into this interagency
4 Memorandum of Understanding (MOU). This MOU provides the mechanism, and defines the
5 roles and responsibilities, through which these agencies will work together to accomplish the
6 mutual goal of providing services to Probation clients connected to the California
7 Department of Juvenile Justice (DJJ) realignment process pursuant to Senate Bill 823 (SB
8 823), and specifically to the Pathways to Success program in RC Probation and the Gateway
9 to ARISE program in SBC Probation.

10
11 RC Probation and SBC Probation agree to the following roles, responsibilities, and
12 accompanying terms and conditions, which will be effective once fully executed by both
13 parties and remain in effect until terminated or modified as defined in section 4.0 of this
14 MOU.

15
16 **2.0 SCOPE**

17 This MOU shall apply to the following programs: Pathways to Success/Gateway to ARISE/SB
18 823 realignment youth. This MOU sets in place minimal terms and conditions for the
19 placement of an SB 823 youth from the custody of SBC Probation into the custody of RC
20 Probation, or from the custody of RC Probation into the custody of SBC Probation, to be
21 housed in a secure facility. When necessary, placement will be made if the treatment needs
22 of the youth cannot be met by the respective county but are provided for by the other
23 county, when housing female youth so they are not isolated and are provided appropriate
24 treatment in compliance with a secure track setting, and to house youth who need to be
25 separated. Either placement will be determined for the duration of the youth's court
26 order/program.

27
28 **3.0 TERM**

29 This MOU shall be effective retroactively to July 1, 2022, upon execution by signature of the
30 Chief Probation Officer of Riverside County and the Chief Probation Officer of San Bernardino
31 County or their respective designees, and end on June 30, 2023. Thereafter, this MOU shall
32 automatically renew, in one-year increments, for each entire fiscal year from July 1 to June
33 30, for a maximum term period not to exceed five (5) years unless terminated or modified as
34 defined in section 4.0 of this MOU.

35
36 **4.0 AMENDMENT OR TERMINATION OF MOU**

37 This MOU, along with any incorporated attachments, fully expresses all understandings of
38 the parties concerning all matters covered and shall constitute the total MOU. No addition

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 to, or alteration of, the terms of this MOU whether by written or verbal understanding of the
2 parties, their officers, agents or employees, shall be valid unless made in the form of a
3 written amendment to this MOU formally approved and executed by both RC Probation and
4 SBC Probation.

5
6 This MOU may be amended at any time with the written concurrence of all parties.
7 Consideration for amendment will be given upon written notification by one party to the
8 other. RC Probation and SBC Probation will review this MOU at least annually and modify as
9 needed. This MOU can be terminated with or without cause by either party upon thirty (30)
10 days written notice to the other party or due to unavailability of funding. Termination of the
11 MOU will take effect thirty (30) days following receipt of the written notice of termination or
12 upon effective date of funding expiration.

13
14 **5.0 AGENCY REPRESENTATIVES**

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

17
18 Probation Division Director for Pathways to Success

19
20 Probation Division Director II for Gateway to ARISE

21
22 **6.0 ROLES AND RESPONSIBILITIES**

23 **6.1 SBC Probation youth placed in Riverside County**

24 **6.1.1 SBC Probation shall:**

- 25 • Assign sworn staff to be a liaison between SBC Probation and RC Probation
- 26 • Provide replacement staff, when feasible, if assigned staff is out sick, on
27 extended leave or vacation
- 28 • Provide necessary court orders and documentation authorizing transfer of the
29 youth to RC Probation's custody
- 30 • Maintain personal effects of the youth until returned to SBC Probation
- 31 • Provide transportation to and from Riverside County
- 32 • Visit the youth at RC Probation facility monthly
- 33 • Coordinate re-entry/re-integration strategies and planning for the youth when
34 returned to SBC Probation.

35
36 **6.1.2 RC Probation shall:**

- 37 • Provide secure care, custody and control of the transferred youth

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

- 1 • Notify SBC Probation of any emergency or extraordinary incidents involving the
- 2 youth
- 3 • Conduct initial intake assessment of each youth to create the Pathways to
- 4 Success treatment plan, which will be communicated to the SBC Probation
- 5 liaison
- 6 • Recommend to SBC Probation specifics of an aftercare, re-entry and re-
- 7 integration strategy and services, which should be planned for the youth upon
- 8 release and return to SBC Probation
- 9 • Submit progress reports to the SBC Probation liaison.

10
11 6.2 RC Probation youth placed in San Bernardino County

12 6.2.1 RC Probation shall:

- 13 • Assign sworn staff to be a liaison between RC Probation and SBC Probation
- 14 • Provide replacement staff, when feasible, if assigned staff is out sick, on
- 15 extended leave or vacation
- 16 • Provide necessary court orders and documentation authorizing transfer of the
- 17 youth to SBC Probation's custody
- 18 • Maintain personal effects of the youth until returned to RC Probation
- 19 • Provide transportation to and from San Bernardino County
- 20 • Visit the youth at SBC Probation facility monthly
- 21 • Coordinate re-entry/re-integration strategies and planning for the youth when
- 22 returned to RC Probation.

23
24 6.2.2 SBC Probation shall:

- 25 • Provide secure care, custody and control of the transferred youth
- 26 • Notify RC Probation of any emergency or extraordinary incidents involving the
- 27 youth
- 28 • Conduct initial intake assessment of each youth to create the Gateway to ARISE
- 29 treatment plan, which will be communicated to the RC Probation liaison
- 30 • Recommend to RC Probation specifics of an aftercare, re-entry and re-
- 31 integration strategy and services, which should be planned for the youth upon
- 32 release and return to RC Probation
- 33 • Submit progress reports to the RC Probation liaison.

34
35 **7.0 AUDITS**

36 Subject to section 9.0 of this MOU, SBC Probation agrees that any duly authorized
37 representative of the Federal, State or County Government shall have the right to audit,

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this
2 MOU. Any audit exception, as it relates to this MOU, resulting from an audit conducted by
3 any duly authorized representative of the Federal, State or County Government shall be the
4 responsibility of SBC Probation. Any audit disallowance adjustments must be paid in full by
5 SBC or both parties upon demand if required.

6
7 **8.0 RECORDS RETENTION**

8 Each party agrees to retain all records pertaining to this MOU for the respective period of
9 time indicated in the Riverside County Board of Supervisors Records Management and
10 Archives Policy No. A-43 and the San Bernardino County Records Management Program
11 Policy Number 10-01. If, at the end of the retention period, there is ongoing litigation or an
12 audit involving those records, each party shall retain the original records until the resolution
13 of such litigation or audit.

14
15 **9.0 CONFIDENTIALITY**

16 Each party agrees to maintain the confidentiality of all client information in accordance with
17 all applicable Federal, State and local laws and regulations. Both parties will ensure names,
18 addresses, phone numbers, and any other individually identifiable information concerning
19 clients and services received are kept confidential.

20
21 **10.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

22 Each party is subject to all relevant requirements contained in the Health Insurance
23 Portability and Accountability Act (HIPAA), Public Law 104-191, enacted August 21, 1996, and
24 the laws and regulations promulgated subsequent thereto. The parties agree to cooperate
25 in accordance with the terms and intent of this MOU for implementation of relevant law(s)
26 and/or regulation(s) promulgated under HIPAA. Each party agrees it shall be in compliance
27 and shall remain in compliance with the requirements of HIPAA, and the laws and
28 regulations promulgated subsequent hereto, as may be amended from time to time. The
29 parties agree to the terms and conditions set forth in Riverside County Board of Supervisors
30 Policy No. B-23 and the San Bernardino County Health Insurance Portability and
31 Accountability (HIPAA) Policy Number 14-03.

32
33 **11.0 HOLD HARMLESS AND INDEMNIFICATION**

34
35 Riverside County Probation Department shall indemnify, defend and hold harmless San
36 Bernardino County Probation Department, its officers, employees and agents from and
37 against any and claims, actions, losses, damages, liability and/or and expenses (including
38 costs of reasonable attorneys' fees) caused by the negligent acts, errors or omissions of the

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 Riverside County Probation Department except where such indemnification is prohibited by
2 law.

3
4 San Bernardino County Probation Department shall indemnify, defend and hold harmless
5 Riverside County Probation Department, its officers, employees and agents from and against
6 any and all claims, actions, losses, damages, liability and/or and expenses (including costs of
7 reasonable attorneys' fees) caused by the negligent acts, errors or omissions of the San
8 Bernardino County Probation Department except where such indemnification is prohibited
9 by law.

10
11 Notwithstanding the foregoing, the indemnifying party is not obligated to indemnify, defend
12 or hold harmless the indemnified party to the extent such claim or loss arises out of the
13 indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil
14 Code section 2782.

15
16 **12.0 ASSIGNMENT**

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

20
21 **13.0 LICENSE AND CERTIFICATIONS**

22 All parties verify upon execution of this MOU, that all work performed pursuant to this MOU
23 will, when applicable, be performed by properly trained and licensed/certified staff who
24 possess current and valid licenses/certifications in compliance with any local, State, and
25 Federal laws.

26
27 **14.0 SEVERABILITY**

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

31
32 **15.0 COMPENSATION**

33 Each party will submit claims for allowable costs to the State of California according to SB
34 823 guidelines for all youth committed to their facilities. RC Probation will submit claims for
35 SBC Probation youth under RC Probation's care and vice versa. Maximum allowable costs
36 shall not exceed allowable claims by the State of California.

37
38 **16.0 NOTICES**

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

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

3
4 Riverside County Probation Department

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

10
11 San Bernardino County Probation Department

12 Contracts Administration Unit
13 175 West 5th Street, 4th Floor
14 San Bernardino, CA 92415
15 Main Number: (909) 387-9611

16
17 All notices shall be deemed effective when they are made in writing, addressed as indicated
18 above, and deposited in the United States mail. Any notices, correspondence, reports,
19 and/or statements authorized or required by this MOU addressed in any other fashion will
20 not be acceptable.

21
22 **17.0 CHOICE OF LAW**

23 This MOU shall be governed by and construed according to the laws of the State of
24 California.

25
26 **18.0 VENUE**

27 The parties acknowledge and agree that this MOU was entered into and intended to be
28 performed in Riverside and San Bernardino Counties in California. The parties agree that the
29 venue of any action or claim brought by any party to this MOU will be the Superior Court of
30 the State of California located in Riverside, California, or San Bernardino County, San
31 Bernardino District. Each party hereby waives any law or rule of the court, which would
32 allow them to request or demand a change of venue. If any action or claim concerning this
33 MOU is brought by any third party and filed in another venue, the parties hereto agree to
34 use their best efforts to obtain a change of venue to a Superior Court referenced herein.

35
36 **19.0 INSURANCE**

37 The parties are self-insured public entities for purposes of professional liability, general
38 liability, and Workers' Compensation. The parties warrant that through their respective

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

1 programs of self-insurance, each has adequate professional liability, general liability and
2 Workers' Compensation to provide coverage for liabilities arising out of each party's
3 performance of this MOU.
4

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

SIGNATURE PAGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

San Bernardino County Probation Department
175 West 5th Street, 4th Floor
San Bernardino, CA 92415

Ron Miller II,
Chief Probation Officer

Tracy Reece,
Chief Probation Officer

Date

Date

Approved as to Form
COUNTY COUNSEL

Approved as to Form
COUNTY COUNSEL

By: _____
Lisa Sanchez, Deputy County Counsel

By: _____
Jamie Ryan, Deputy County Counsel