

AGREEMENT FOR THE PLACEMENT OF YOUTH

This agreement for the placement of youth (“Agreement”) is effective this 1st day of May 2026 and is made and entered into by the County of Monterey, a political subdivision of the State of California (“Sending County”), and the County of San Luis Obispo, a political subdivision of the State of California (“Receiving County”). Hereafter the counties shall be collectively referred to as “the parties”.

RECITALS

WHEREAS, pursuant to the authority granted under the California Welfare and Institutions Code section 888, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Coastal Valley Academy (CVA) beyond its current needs, certain youth under the jurisdiction of Juvenile Court of the Sending County for purposes of a camp commitment;

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

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

NOW THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term.** This Agreement shall commence on the effective date hereinabove set forth and shall terminate on April 30, 2027, unless terminated earlier in accordance herewith. Unless terminated earlier by the parties, the Agreement shall automatically renew for three additional one-year terms.
2. **Screening of Youth.** Sending County shall submit required referral/screening documents to Receiving County for consideration of suitability for placement in Receiving County CVA program. Receiving County has sole discretion for determining if Sending County referred youth is appropriate for placement and if accommodations exist in CVA program. If youth is appropriate for placement but no current accommodations exist, Sending County may request 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 Receiving County’s Probation Officer, and completion of Receiving County’s admission procedures, Receiving County shall accept from Sending County those persons identified by Sending County for placement, and shall

thereafter provide housing as required by the California Welfare and Institutions Code and applicable law.

As part of the program and as provided by a youth's probation terms, youth from Sending County can be housed in the San Luis Obispo County Juvenile Hall on a remedial transfer for a period not to exceed 5 days at the same daily rate of One Hundred Seventy Dollars (\$170.00) per day per person.

4. **Scope of Services.** Receiving County shall provide placement in the San Luis Obispo County Coastal Valley Academy ("the CVA") for Sending County's youth who have been accepted by Receiving County for such placement pursuant to the provisions of Paragraph 2 and 7 of this Agreement. Placement in the CVA shall be made if Receiving County 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 the Receiving County's youth in accordance with federal, state and local laws and regulations. Such services will include facilitation of appropriate educational services, medical care, mental health care, and dental care as authorized by Sending County. Receiving County may provide emergency medical services without prior authorization from Sending County. 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 Sending County subject to such means of reimbursement from sources other than Receiving County that are available to Sending County under state and federal law.
5. **Compensation; Payment.** In consideration for the housing of any individual, Sending County shall provide compensation to the Receiving County at the rate of One Hundred Seventy Dollars (\$170.00) 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 Receiving County, which shall be the responsibility of the Sending County.
 - e. Any unforeseen cost the expense of which would be unreasonable to require Receiving County 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. Receiving County shall provide a monthly invoice to Sending County for amounts owed. The Sending County shall verify the invoice and payment shall be made by the Sending County's Auditor Controller within 30 days of receipt of the verified invoice.

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 Sending County, Sending County 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 Receiving County in maintaining contact with youth's parent(s)/guardian(s) and obtaining necessary signatures and documents from parent(s)/guardian(s); and
 - e. Provide requested information/input for inclusion in youth's case plan.
7. **Return of Individual; Sending County.** At any time during the term of this Agreement, Sending County may give 24 hours advance to Receiving County that a youth previously committed to Receiving County's CVA, is to be returned to Sending County. All arrangements and cost of transportation are the responsibility of Sending County.
8. **Return of Individual; Receiving County.** At any time during the term of this Agreement, Receiving County may return youth to Sending County 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 Sending and Receiving Counties).
 - 1) In the event agreement regarding incompatibility cannot be reached between the Sending and Receiving County 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 Sending and Receiving County Chief Probation Officers.
 - 4) The Receiving County 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; Sending County.** Upon notice of program failure for one of the reasons described in Paragraph 8 of this Agreement, the Sending County shall take one of the following actions:
- a. File a notice of probation violation in the Sending County and secure a warrant within two (2) business days and pick up the youth within an additional five (5) calendar days;
 - b. Pick up the youth within ten (10) calendar days if program failure is for reason (c.) in Paragraph 8.
10. **Appropriateness of Placement.** Receiving County's Chief Probation Officer will determine the appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Chief Probation Officer decides, at his or her sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.

11. **Court/other Documentation.** Sending County shall provide to Receiving County conformed copies committing Sending County's youth to Receiving County's facilities, dispositional reports committing Sending County's youth to Receiving County CVA, and consent to medical treatment signed by a parent/legal guardian or Sending County's juvenile court judge. In addition, the following information and forms shall be provided by Sending County to Receiving County:
 - a. Referral forms as determined by Receiving County;
 - b. Education information including copies of any IEP or 504 Plan;
 - c. Copies of health records in the possession of Sending County;
 - d. Copies of any psychological evaluations authorized for release by the Sending County court;
 - e. Fully executed authorization for exchange of information.

12. **Notification in Circumstances of Emergency.** Receiving County shall notify Sending County as soon as reasonably possible if any of the following occur:
 - a. There is an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement; or
 - b. An individual being housed by the Receiving Party pursuant to this Agreement becomes seriously ill or injured.

13. **Indemnification.**
 - a. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents, employees, volunteers, or representatives from and against all liability, claims actions, proceedings, losses, injuries, damages or expenses of every name, resulting from the negligent acts or omissions of the other party, its officers, agents, employees, volunteers, or representatives.
 - b. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and 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.

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

15. **Confidentiality.** The intent of this Agreement is for the Receiving County to provide housing for Sending County wards in Receiving County's CVA as described in the recitals above. Should specific information regarding the Sending County's wards become known to Receiving County, the following confidentiality rules shall apply:
 - a. Receiving County shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and the following:

- 1) All applications and records concerning any individual made or kept by Receiving County 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. Receiving County shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor.
- c. Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding the confidential nature of juvenile case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating 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 Receiving County 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, the Receiving County 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. The Receiving County understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations and Confidentiality of Medical Information on Act [Part 2.6 Commencing with Section 56] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this Agreement.
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.** Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this Agreement commercial general liability insurance or

participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than \$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:

Receiving County:

County of San Luis Obispo Probation Department
Attn: Thomas Milder, Chief Probation Officer
1730 Bishop St
San Luis Obispo, CA 93401
(805) 781-5300

Sending County:

County of Monterey Probation Department
Attn: Jose Ramirez, Chief Probation Officer
20. E. Alisal Street, 2nd Floor
Salinas, CA 93901
(831) 755-3900

23. **Governing Law and 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.

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

COUNTY OF SAN LUIS OBISPO

COUNTY OF MONTEREY

By: _____
Thomas Milder
Chief Probation Officer

By: _____
Jose Ramirez
Chief Probation Officer

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

JON ANSOLABEHERE
County Counsel, County of San Luis Obispo

Anne K. Brereton
County Counsel, County of Monterey

By:  _____
Deputy County Counsel

By:  _____
Deputy County Counsel

Dated: March 12, 2026

Date: _____ 3/18/2026 | 5:04 PM PDT