

PROFESSIONAL SERVICES AGREEMENT FOR JUVENILE SHELTER SERVICES

This agreement is made and entered into between Lincoln County (CONTRACTOR), and Tillamook County Juvenile Department, Tillamook County, Oregon, (TILLAMOOK COUNTY).

Whereas TILLAMOOK COUNTY periodically has need of short-term Juvenile Shelter Services, which service CONTRACTOR has agreed to provide on a space available basis during Fiscal Year 2021 / 2022;

Whereas CONTRACTOR and TILLAMOOK COUNTY have reviewed the certain conditions for provision of Juvenile Shelter Services attached to this agreement and by this reference incorporated herein, and agree to comply with each of those terms and conditions;

Now, therefore, from July 1, 2021 through June 30, 2022, CONTRACTOR agrees to perform the following professional services:

1. Provide Juvenile Shelter Services at a rate of \$96.10 per youth per calendar day to be billed at the first of each month.

TILLAMOOK COUNTY agrees as follows:

1. Payment shall be made to CONTRACTOR within thirty (30) days of receipt of CONTRACTOR's monthly billing.
2. All terms attached to this document are hereby made a part of this agreement.
3. This agreement becomes effective upon placement of a youth by an authorized representative of TILLAMOOK COUNTY.

FOR CONTRACTOR

FOR TILLAMOOK COUNTY

Signature Date

Signature Date

Tony Campa Director

Print Name Title

Print Name Title

Lincoln County Juvenile Department
225 W. Olive Street
Newport, OR 97365

Approved as to Form by
M. Gerard Herbage,
Assistant Lincoln County Counsel,
via email on 8/30/2021.

CONDITIONS FOR PROVISION OF JUVENILE SHELTER SERVICES
LINCOLN COUNTY JUVENILE FACILITY

CONTRACTOR and TILLAMOOK COUNTY agree as follows:

I. CONTRACTOR SHALL PERFORM AS FOLLOWS:

A. Admission Services

1. Upon a prearranged and a space available basis, youth age 12 years through 17 years of either gender shall be admitted upon placement by TILLAMOOK COUNTY or upon order of any court of competent jurisdiction to require shelter of such youth, subject to conditions hereinafter provided.

2. TILLAMOOK COUNTY, on a space available basis, shall have use of one average daily (ADP) bed space within the Lincoln County Juvenile Shelter Home (Facility) for youth who qualify for placement. In the event there is a demand for bed space above the capacity of the Facility, TILLAMOOK COUNTY agrees to vacate a bed space within forty-eight (48) hours notice by CONTRACTOR.

3. CONTRACTOR, acting through its Facility Staff, shall have discretion to refuse acceptance of any youth placed under this agreement when it reasonably believes such placement does not comply with lawful requirements of ORS Chapters 419, does not comply with Facility regulations, or when it appears that the physical condition of the placed youth requires immediate medical attention.

B. Supervision Services

1. Placed youth, admitted under this agreement, shall receive the quality, level and manner of care and supervision by CONTRACTOR as furnished to sheltered youth placed from within Lincoln County, except as hereafter excepted.

2. CONTRACTOR shall assign a Facility staff person to each placed youth as liaison to track progress of TILLAMOOK COUNTY toward disposition of the placed youth, to implement such arrangements as may be required to facilitate expeditious release, and to coordinate planning for disposition. CONTRACTOR's staff shall not be required to provide those counseling services customarily furnished to placed youth preparatory to any adjudicative process.

3. CONTRACTOR shall provide to placed youth those medical services which are regularly provided under the Juvenile Facility Health Program administered by CONTRACTOR. All other medical services for placed youth, including but not limited to emergency and non-emergency services requiring outside physicians or other health professionals, prescription medications and medical supplies, shall be arranged for and paid by TILLAMOOK COUNTY.

4. If CONTRACTOR determines that a need for emergency services exists, that determination shall control, and CONTRACTOR is authorized to secure such services. CONTRACTOR shall provide TILLAMOOK COUNTY with immediate notice of such services, and TILLAMOOK COUNTY shall reimburse CONTRACTOR for any expenses connected therewith.

C. Release Services

CONTRACTOR shall release youth placed under this agreement only upon notification by persons authorized by TILLAMOOK COUNTY or pursuant to court order, and only to such person, persons, or agency that such notification or order may direct; provided, however, that CONTRACTOR, upon notice to TILLAMOOK COUNTY, may act to require release of any youth it reasonably believes has been sheltered in

excess of any statutory period prescribed for such temporary custody. No provision contained in this agreement is intended to relieve TILLAMOOK COUNTY from the duty to monitor the period that a youth is sheltered under this agreement, and it shall be the responsibility of TILLAMOOK COUNTY to defend, indemnify and hold harmless CONTRACTOR from any claim of shelter in excess of lawful limits brought by or on behalf of any youth placed as provided above.

II. TILLAMOOK COUNTY SHALL PERFORM AS FOLLOWS:

A. Obtain as required by ORS 419A.050, such designations and permissions as shall permit implementation of this agreement.

B. Provide all transportation to and from the Facility at no expense to CONTRACTOR.

C. Provide any required written evidence of authorization or other reports necessary to shelter or release any youth placed hereunder.

D. Pay to CONTRACTOR all expenses reasonably incurred by CONTRACTOR in providing emergency medical, dental or psychological services, including transportation therefor, on behalf of any youth placed under this agreement.

E. Upon prior notification by CONTRACTOR, reimburse CONTRACTOR for any expenses reasonably incurred in the care and supervision of youth placed which would exceed the level of care and supervision customarily furnished to sheltered youth, including but not limited to, specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices.

F. Promptly pay CONTRACTOR any amounts due as set forth herein.

G. Provide all pre- and post-adjudicative counseling services for youth placed with CONTRACTOR and such notification as may be required to any placed youth's parents or legal guardians prior to placement with CONTRACTOR.

H. Furnish immediately to CONTRACTOR, in writing, all judicial orders, social history, visitation restrictions and specialized programming which would affect shelter care and supervision of a placed youth.

I. Immediately remove any placed youth upon proper demand by CONTRACTOR as set out in this agreement.

III. LIABILITY

It is understood by CONTRACTOR and TILLAMOOK COUNTY that any and all employees of Facility are employees of the Lincoln County Juvenile Department and are not employees, agents or representatives of TILLAMOOK COUNTY.

TILLAMOOK COUNTY shall hold harmless, defend, and indemnify CONTRACTOR from any claims, including all costs, disbursements and attorney fees for wrongful shelter, whether arising from imposition of temporary custody or the duration thereof, and/or claims related to medical services which are the responsibility of TILLAMOOK COUNTY under II (D) above. CONTRACTOR and TILLAMOOK COUNTY shall retain full responsibility for monitoring shelter periods for youth placed herein and for assuring that the respective responsibilities regarding medical care are met.

CONTRACTOR shall be responsible for any claims arising from the operation of Facility, except as noted in the above paragraph, pursuant to ORS Chapter 30, and shall indemnify TILLAMOOK COUNTY for any loss proximately and legally caused by the conduct of CONTRACTOR's officers, agents or employees.

IV. AMENDMENTS

This agreement may be modified or amended only by joint written agreement of CONTRACTOR and TILLAMOOK COUNTY.

V. TERM AND TERMINATION

Duration of this Agreement as to CONTRACTOR and TILLAMOOK COUNTY shall take effect as of the first placement of a youth by an authorized representative of TILLAMOOK COUNTY and shall remain in full force and effect through June 30, 2022.

TILLAMOOK COUNTY or CONTRACTOR may terminate this agreement at any time upon mutual agreement of both parties or upon forty-eight (48) hours written notice by either party.