

AGREEMENT FOR HOUSING OF DETAINED WARDS

THIS AGREEMENT FOR THE HOUSING OF DETAINED WARDS ("Agreement") is made and entered into by the County of Trinity, a political subdivision of the State of California ("Sending County"), and the County of Mendocino, a political subdivision of the State of California ("Receiving County").

WHEREAS, the Sending County has a need for youth detention facilities and desires to place wards detained pursuant to order of its juvenile court in the Mendocino County Juvenile Hall; and

WHEREAS, the County of Mendocino currently operates and maintains a Juvenile Hall in the City of Ukiah, where space may exist in excess of its needs; and

WHEREAS, pursuant to the authority granted under the California Welfare and Institutions Code 872, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County, certain individuals under the jurisdiction of the Juvenile Court of the Sending County for purposes of continued detention; and

WHEREAS, the Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County prior to making a recommendation for transfer of a youth from Sending County to the presiding judge of the Mendocino County juvenile court. If transferred pursuant to California Welfare and Institutions Code 872, Sending County's Juvenile Court shall designate, in accordance with Section 872, the juvenile detention facility in Receiving County as the location for the detention of youth; and

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

NOW, THEREFORE, in consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

- 1. TERM.** This Agreement shall commence from the date this Agreement becomes fully executed by all parties (the "Effective Date") and continue in full force and in effect until terminated as hereinafter provided.
- 2. ACCEPTANCE OF YOUTH; HOUSING.** Upon the presentation of an Order of the Sending County's 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 that person(s) identified by Sending County for transfer, and shall thereafter provide housing as required by California Welfare and Institutions Code and applicable law. All youth from Sending County accepted for placement and placed in Receiving County's Juvenile Hall shall receive the same accommodation and services as Receiving County's youth in accordance with federal, state and local laws and regulations.

3. REFUSAL; RETURN OF INDIVIDUAL. At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County. Receiving County's Probation Officer determines appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at their 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.

4. COMPENSATION; PAYMENT. In consideration for the housing of any individual, Sending County shall provide compensation to the Receiving County at the rate of Two Hundred and no/100 dollars (\$200.00) per day per person ("Daily Rate") through June 30, 2026. Should Receiving County increase the Daily Rate to Sending County, Receiving County will notify Sending County of the rate for the next fiscal year no later than 60 days prior to the fiscal year start date in the form of an addendum of the Agreement.

In no event will the cost to Sending County exceed the maximum sum of \$250,000.00 for the cost of all youth transferred to Receiving County for the term of the Agreement. The Daily Rate shall not include expenses associated with:

- a. Providing non-routine medical care and treatment (including but not limited to psychotropic medications) to any individual;
- b. Providing non-routine dental care and treatment to any individual;
- c. Transportation services associated with transferring an individual in or out of the Receiving County;
- d. Any good or service, the cost for which is accepted by law.

Sending County agrees to assume sole responsibility for and fully reimburse Receiving County for the cost of non-routine medical or dental care that are incurred by Receiving County for programming and services provided to the Youth of Sending County. 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. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

5. NOTIFICATION IN CIRCUMSTANCES OF EMERGENCY. Receiving County shall notify Sending County as soon as reasonably possible:

- a. Upon the occurrence of an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement, or
- b. When an individual being housed by the Receiving Party pursuant to this Agreement become seriously ill or injured.

6. 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 any and all liability, claims actions, proceedings, losses, injuries, damages, or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith. brought for or on account of personal injury (including death) or damage to property, arising out of or obligations required of that party under the Agreement. 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, providing 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.

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 deposition of any claim arising out of the activities under this Agreement, providing 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.

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

8. **MODIFICATION.** No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific stance for which given.

9. **COURT DOCUMENTATION.** Sending County shall be responsible for providing confirmed Court orders committing individuals to the Juvenile Hall, dispositional report committing individuals to the Juvenile Hall, and consent to medical treatment signed by a parent, legal guardian or Juvenile Court Judge upon transportation to Receiving County's Juvenile Hall.

10. **CONFIDENTIALITY; MAINTENANCE OF CONFIDENTIAL INFORMATION.** The intent of this Agreement is for the Receiving County to provide housing for Sending County's wards in Receiving County's Juvenile Hall as described above. However, 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 Manual of Policies and Procedure (MPP) Division 19, which provide that:

i. All applications and records concerning any individual made or kept by Contract shall be confidential and shall not be open for examination for any purpose not directly connected to the administration of this program.

ii. 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.

iji. 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 confidential nature of youth case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor. During the term of this agreement, both parties may have access to information that is confidential. Both parties agree not to disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration or cancellation of the Agreement.

d. Notwithstanding any other provision of this Agreement, the Receiving County agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing their contracted services. The Receiving County understands that they are subject to all 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 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.

11. ASSIGNMENT. The rights and obligations associated with this Agreement may not be assigned to any other party with the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.

12. WAIVER. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy, shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13. 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 \$1 million combined single limit body 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.

14. BINDING. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.

15. AMENDMENTS. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties.

16. SEVERABILITY. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

17. NOTICES. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivery to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office of mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective upon receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for the purpose of giving notice are as follows:

SENDING COUNTY:

County of Trinity
Trinity County Probation Dept.
333 Tom Bell Road
Weaverville, CA 96093
Attn: Ruby Fierro
Chief Probation Officer

RECEIVING COUNTY:

County of Mendocino
Mendocino County Probation Dept
585 Low Gap Road
Ukiah, CA 95482
Attn: Izen Locatelli
Chief Probation Officer

Any incorrectly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

18. CHOICE OF LAW. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

19. VENUE. All lawsuits relating to this contract must be filed and adjudicated exclusively in the Mendocino County Superior Court, Mendocino County, California.

20. TIME IS OF THE ESSENCE. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allow jn this Agreement.

21. 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.

22. ENTIRE AGREEMENT. This Agreement, including all attachments, exhibits, and any other documents incorporated into this Agreement, shall constitute the entire agreement between Receiving County and Sending County relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written documents signed by both parties. In the event of a conflict between the body of this Agreement and any Exhibits, the provisions in the body of this Agreement shall control.

23. ELECTRONIC COPY. The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as an original document.

24. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including, without limitation, the obligations regarding Indemnification (Section 7) shall survive termination or expiration for two (2) years.

25. ATTORNEY'S FEES. In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

IN WITNESS WHEREOF, The COUNTY OF TRINITY and COUNTY OF MENDOCINO have executed this Agreement, this _____ day of _____, 2025.

**“SENDING COUNTY”
COUNTY OF TRINITY**

**“RECEIVING COUNTY”
COUNTY OF MENDOCINO**

By _____
Trent Tuthill
County Administrative Officer

See Page 8
Izen Locatelli
Chief Probation Officer

Date

Date

APPROVED AS TO FORM:
Margaret E. Long
County Counsel

APPROVED AS TO FORM:
County Counsel

By: See Page 8

By: _____

INSURANCE REVIEW:

DATE: _____

By: See Page 8
Risk Management

Date: _____

RISK MANAGEMENT APPROVAL

EXECUTIVE OFFICE/FISCAL REVIEW

By: _____
Laila Cassis, Director
Human Resources/Risk Management

By: See Page 8
Deputy CEO or Designee

Date: _____

Date: _____

COUNTY OF MENDOCINO

BUDGETED: No
BUDGET UNIT: 2550
LINE ITEM: 82-6390
GRANT: No

BY: See Page 8
Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: See Page 8
Deputy

Date: _____

IN WITNESS WHEREOF, The COUNTY OF TRINITY and COUNTY OF MENDOCINO have executed this Agreement, this 18th day of November, 2025.

“SENDING COUNTY”
COUNTY OF Click or tap here to enter text.

By: See Page 7
Trent Tuthill
County Administrative Officer

Date

APPROVED AS TO FORM:
Margaret E. Long
County Counsel

By: See Page 7

DATE: _____

RISK MANAGEMENT APPROVAL

By: See page 7
Laila Cassis, Director
Human Resources/Risk Management

Date: _____

BUDGETED: No
BUDGET UNIT: 2550
LINE ITEM: 82-6390
GRANT: No

“RECEIVING COUNTY”
COUNTY OF MENDOCINO

Izen Locatelli
Izen Locatelli
Chief Probation Officer

11/4/25
Date

APPROVED AS TO FORM:
County Counsel

By: Joe D...
11/04/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: **11/04/2025**

EXECUTIVE OFFICE/FISCAL REVIEW

By: Darcie Antle
Deputy CEO or Designee

Date: **11/04/2025**

COUNTY OF MENDOCINO

BY: John Paschak
Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy

Date: 11/18/2025

Exhibit A

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effect _____ (the "Effective Date"), by and between **Mendocino County Probation** ("Business Associate/Qualified Service Organization") and **Trinity County Probation** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship ("Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a Business Associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/Qualified Service Organization, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise

permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate/Qualified Service Organization, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Chief Probation Officer
Trinity County Probation Department
333 Tom Bell Road
Weaverville, CA 96093

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.
13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
15. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified

by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

16. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associate/Qualified Service Organizations or agents of Business Associate/Qualified Service Organization. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
17. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
18. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
19. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/Qualified Service Organization's breach of its obligations relating to the use and disclosure of PHI.
20. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
21. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
22. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.
23. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

Trinity County

By: _____

Name: Ruby Fierro

Title: Chief Probation Officer

Mendocino County

By: _____ 

Name: Izen Locatelli

Title: Chief Probation Officer