AGREEMENT REGARDING SHARING, TREATMENT, AND NONDISCLOSURE OF CONFIDENTIAL INFORMATION PURSUANT TO FIRE F.R.I.E.N.D.S. PROGRAM

THIS AGREEMENT REGARDING SHARING, TREATMENT, AND NONDISCLOSURE OF CONFIDENTIAL INFORMATION PURSUANT TO FIRE F.R.I.E.N.D.S. PROGRAM ("Agreement") is made and entered into this _____, 20__ (the "Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority (hereinafter referred to as "OCFA") and Costa Mesa City Fire Department, a Municipal Fire Department (hereinafter referred to as "Agency"). OCFA and Agency may be individually referred to herein as "Party," or collectively referred to herein as "Parties."

RECITALS

WHEREAS, OCFA administers a comprehensive juvenile fire-setter intervention program called Fire F.R.I.E.N.D.S. (Firesetter Regional Intervention Education Network and Delivery System) (the "Program"), for the purpose of providing a coordinated community response to educate and as an alternative to the juvenile justice system to intervene with juvenile fire-setters in order to interrupt their fire-setting behavior, evaluate and determine the underlying causes and severity of their behavior, and refer those with the more severe and complex behavioral problems to appropriate education and possible mental health evaluation, all with the ultimate goal of reducing future fires; and

WHEREAS, the Program is a successor to and continuation of the Alisa Ann Ruch Burn Foundation Fire F.R.I.E.N.D.S. Program previously hosted and administered by the Alisa Ann Ruch Burn Foundation ("AARBF") and in which Agency participated; and

WHEREAS, OCFA desires to make the Program available to Agency and juveniles within Agency's jurisdiction, and Agency desires to participate in, and enroll juveniles in, the Program; and

WHEREAS, participation in the Program requires the sharing by and between Agency and OCFA of confidential information concerning juveniles enrolled in the Program by Agency; and

WHEREAS, Agency and OCFA desire to form a Multidisciplinary Team pursuant to Welfare and Institutions Code Section 830.1 for purposes of sharing such confidential juvenile information regarding juveniles enrolled in the Program by Agency from and after the Effective Date of this Agreement; and

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Participation in Fire F.R.I.E.N.D.S. OCFA agrees to make the Fire F.R.I.E.N.D.S Program available to Agency and juveniles under Agency's jurisdiction and to provide Agency access to the Program resources, subject to reasonable terms and conditions.

2. Formation of Multidisciplinary Team. In furtherance of the Program, Agency and OCFA agree to form a Multidisciplinary Team pursuant to Welfare and Institutions Code Section 830.1 for the purpose of disclosing and exchanging non-privileged information and writings to and with one another relating to any incidents of juvenile crime that may also be a part of juvenile court records or otherwise designated as confidential under state law that is generally relevant to the prevention, identification, or control of juvenile crime. The Parties acknowledge and agree that it is their intent in forming the Multidisciplinary Team to permit the sharing of confidential information by and between Agency and OCFA in order to facilitate the purposes of the Fire F.R.I.E.N.D.S. Program, including intervening with juvenile fire-setters in order to interrupt their fire-setting behavior, evaluating and determining the underlying causes and severity of their behavior, and referring those with the more severe and complex behavioral problems to appropriate mental health care, all with the ultimate goal of reducing future fires. The Parties further acknowledge and agree that it is not their intent to provide for the tracking and sharing of confidential information with entities or agencies not parties to this Agreement for law enforcement purposes.

3. Retention of Mental Health Professional. OCFA agrees to retain and, throughout the term of this Agreement, to maintain the retention of, a duly licensed psychiatrist, psychologist, and/or psychotherapist (collectively, "mental health professional") to receive and maintain professional possession of all confidential medical information and records and to implement the mental health component of the Program when required by law. For the purposes of this Agreement, all mental health professionals retained by OCFA shall be the agents of OCFA, and OCFA shall cause all such mental health professionals to be bound to comply with the terms of this Agreement. Mental health professionals retained by OCFA shall be considered members of the Multidisciplinary Team formed pursuant to Paragraph 2 of this Agreement.

4. Confidential Information.

(a) Each Party agrees to maintain the confidentiality of any and all records pertaining to or containing confidential information about any person pursuant to all applicable provisions of law and implementing regulations promulgated thereunder relating to privacy and confidentiality, as they exist now, or as they may be amended hereafter. Confidential information includes the name, birth date, place of birth, social security number, physical and behavioral health, childcare, school, financial, and social service information about a person.

(b) No confidential information about a person shall be shared between members of the staffs of Agency and OCFA without the written consent of the person and/or the person's legal representative(s). Agency agrees to assume full responsibility for obtaining fully

executed consent forms from each juvenile and his/her legal representative(s) authorizing the release, use, and disclosure of confidential information and/or records to and by OCFA before enrolling the juvenile in the Program.

(c) Except as otherwise provided for in this Agreement, OCFA agrees that it will not share confidential information concerning any juvenile enrolled in the Program by Agency with any other person or agency, except as otherwise required by law, without the express written consent of Agency and/or the juvenile and/or the juvenile's legal representative(s).

5. Term and Termination. Any Party may terminate its participation in the Program at any time upon written notice thereof. Notwithstanding any such termination, those obligations relating to the sharing, treatment, and/or nondisclosure of confidential information provided for herein shall survive the termination of any Party's participation in the Program and shall continue in effect indefinitely.

6. Relationship of Parties. It is understood that this Agreement is not intended to, and shall not be construed to, create a relationship of agent, servant, employee, partnership, joint venture or business association.

7. Compliance With State or Federal Requirements. Each Party to this Agreement will continue to be individually responsible to assure compliance with all State and Federal statutory or regulatory requirements as established, specific to programs or services administered, managed or provided by each Party.

8. Liability. Except as otherwise expressly agreed between any of the Parties, each Party to this Agreement shall be solely liable for the negligent or wrongful acts or omissions of its officers, agents, employees or volunteers occurring in the performance hereof, and if a party becomes liable for any loss or damage as a result of the acts or omissions of its officers, agents, employees or volunteers, it shall pay such loss or damage without contribution of other Parties.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

10. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written which is the effective date.

ORANGE COUNTY FIRE AUTHORITY

By: _____
Keith Richter, Fire Chief

CITY OF COSTA MESA FIRE DEPARTMENT

By: _____
Kirk Dominic, Interim Fire Chief
Costa Mesa Fire Department

ATTEST:

_____
Sherry Wentz
Clerk of the Authority

By: _____
_____
(Print Name and Title)

APPROVED AS TO FORM.

By: _____
DAVID E. KENDIG
General Counsel

APPROVED AS TO FORM.

By: _____

Date: 12/02/10