

## County of Modoc

### Bed Space for Modoc Youth at El Dorado Juvenile Detention Facility

#### AGREEMENT FOR SERVICES #5935

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and the County of Modoc, a political subdivision of the State of California, whose principal place of business is 204 S Court St, Alturas CA 96101 (hereinafter referred to as "Placing County");

#### RECITALS

**WHEREAS**, El Dorado has established Juvenile Detention Facility(ies) designed for the reception and temporary care of youth pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code; and

**WHEREAS**, Placing County desires to place a youth of its Juvenile Court in El Dorado's facility to the extent that such accommodation may exist; and

**WHEREAS**, it is the intent of the parties hereto that the placement of said youth of the Juvenile Court conforms with all applicable federal, state and local laws; and

**NOW, THEREFORE**, El Dorado and Placing County mutually agree as follows:

#### ARTICLE I

**Scope of Services:** The Placing County shall have the right to place youth in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve youth for acceptance into the facility, and may remove and/or terminate the bed space of a problem youth upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said youth to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide the Chief Probation Officer of El Dorado, or their designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the Court of the Placing County, a medical release, and any other documentation/information deemed necessary.

Placing County youth accepted for placement and placed in the El Dorado Juvenile Detention Facility(ies) shall receive the same accommodations and services as El Dorado County youth in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by Placing County.

El Dorado may provide emergency medical services without prior authorization from Placing County.

The Placing County must bring any medication, if so prescribed, with the youth or the medication may be provided by the parent (s) or guardian (s) of the youth.

Placing County is responsible for transportation of youth between the Placing County and El Dorado Juvenile Detention facility(ies).

Modoc County Probation Department staff shall be provided reasonable access to youth detained in the El Dorado County Juvenile Detention facility in person, by telephone, or by any other electronic means for conducting necessary department business for any youth detained.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the effective date.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, Placing County agrees to pay El Dorado the sum of one-hundred and twenty-five dollars (\$125.00) per calendar day, for each youth placed within the Juvenile Detention Facility in a non-reserved bed or the sum of one hundred and fifty dollars (\$150.00) per calendar day for each youth ordered to be placed within JTC Challenge Commitment in the Juvenile Detention Facility.

Youth held for twelve (12) hours or less shall be charged one-half (1/2) the respective daily rate; youth held over twelve (12) but up to twenty-four (24) hours shall be charged the respective full daily rate.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado, or any other authorized third party, for services rendered outside of the already approved current El Dorado medical contract(s).

## **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE V**

**Confidentiality:** Placing County shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Placing County, and all Placing County's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the El Dorado County Probation Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE VI**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by El Dorado and Placing County during the performance of services provided pursuant to this Agreement, shall be treated by El Dorado and Placing County and staff as confidential information. El Dorado and Placing County shall not disclose or use, directly or indirectly, at any time, any such confidential information. If El Dorado or Placing County receive any individually identifiable health information ("Protected Health Information" or "PHI"), El Dorado and Placing County shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **ARTICLE VII**

### **Default, Termination, and Cancellation:**

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Placing County in this Agreement proves to have been false or misleading in any respect.
  3. Placing County fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless El Dorado agrees, in writing, to an extension of the time to perform before that time period expires.
- B. Bankruptcy: El Dorado may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Placing County.
- C. Ceasing Performance: El Dorado may terminate this Agreement immediately in the event Placing County ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: El Dorado may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination.

**ARTICLE VIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

To El Dorado:

County of El Dorado  
Probation Department  
3974 Durock Rd Suite 205  
Shingle Springs CA 95682

Attn: Chief Probation Officer

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville CA 95667

Attn: Michele Weimer  
Procurement and Contracts Manager

or to such other location as El Dorado directs.

Notice to Placing County shall be addressed as follows:

County of Modoc  
Probation Department  
326 S Main St  
Alturas CA 96101

Attn: Chief Probation Officer

or to such other location as Placing County directs.

**ARTICLE IX**

**Change of Address:** In the event of a change in address for Placing County's principal place of business, Placing County's Agent for Service of Process, or Notices to Placing County, Placing County shall notify El Dorado in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE X**

**Indemnity:** Modoc County shall defend, indemnify, and hold El Dorado County, its elected officials, officers and/or employees, agents and volunteers harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, workers, El Dorado County employees, and the public, or damages to property, or

any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Modoc County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado County, Modoc County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of El Dorado County, its officers and employees, or as expressly prescribed by statute. This duty of Modoc County to indemnify and save El Dorado County harmless includes the duties to defend set forth in California Civil Code section 2778.

El Dorado County shall defend, indemnify, and hold Modoc County, its elected officials, officers and/or employees, agents and volunteers harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, workers, Modoc County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with El Dorado County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of Modoc County, El Dorado County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Modoc County, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado County to indemnify and save Modoc County harmless includes the duties to defend set forth in California Civil Code section 2778.

#### **ARTICLE XI**

**Insurance:** Modoc County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under Modoc County's participation in the CSAC Excess Insurance Authority.

El Dorado County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under El Dorado's participation in the CSAC Excess Insurance Authority.

#### **ARTICLE XII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XIII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no

course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XIV**

**Prison Rape Elimination Act (PREA):** El Dorado will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, Division of Juvenile Justice (DJJ) Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Placing County acknowledges that, in addition to "self-monitoring requirements," DJJ will conduct announced or unannounced compliance monitoring, to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies may result in termination of the contract.

#### **ARTICLE XV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XVI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kaci Smith, Superintendent, Juvenile Treatment Center, Probation Department, or successor.

#### **ARTICLE XVII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XVIII**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XIX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

#### **ARTICLE XX**

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

#### **ARTICLE XXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- PLACING COUNTY --

Dated: 9-16-21

By: *Eden D. Pae II*

Chair  
Board of Supervisors  
"County of Modoc"

ATTEST:

By: *Tiffany A. Martinez*

Dated: 9-16-21