

**ORIGINAL**

AGREEMENT FOR SERVICES #427-S1611

**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 County of Inyo, a political subdivision of the State of California, whose principal place of business is 912 N Main St, Bishop, CA 93514, (hereinafter referred to as "Placing County");

**RECITALS**

**WHEREAS**, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors 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 ward 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 ward(s) 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:

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## ARTICLE I

**Scope of Services:** The Placing County shall have the right to place juveniles 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 wards for acceptance into the facility, and may remove and/or terminate the bed space of a problem ward upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said juvenile(s) 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.

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

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and may be terminated at any time by El Dorado and/or Placing County upon (30) days written notice to the other.

## ARTICLE III

**Compensation for Services:** For services provided herein, Placing County agrees to pay El Dorado the sum of Ninety Dollars (\$90.00) per calendar day, for each ward placed within the Juvenile Detention Facility in a non-reserved bed or the sum of One Hundred Dollars (\$100.00) per calendar day, for each ward ordered to be placed within JTC Challenge Commitment in the Juvenile Detention Facility.

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 other rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility (ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

#### **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**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that El Dorado and Placing County are political subdivision of the State of California. As such, El Dorado and Placing County are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of El Dorado business, El Dorado will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, El Dorado and Placing County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and El Dorado and Placing County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any El Dorado County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the El Dorado, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE VI**

**Audit by California State Auditor:** Placing County acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Placing County shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE VII**

**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 receives 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 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:

COUNTY OF EL DORADO  
Probation Department  
3974 Durock Road, Suite 205  
Shingle Springs, CA 95682  
ATTN: Chief Probation Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Placing County shall be addressed as follows:

INYO COUNTY PROBATION SERVICES  
912 N Main Street  
Bishop, CA 93514  
ATTN: Chief Probation Officer

or to such other location as the 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 County 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:** a. El Dorado agrees to indemnify, defend and hold harmless Placing County and Placing County officers, employees agents, and elected and appointed officials and elected and appointed boards from all liability for any loss, damage or injury to persons or property arising from or related to Facility's (or El Dorado County's) performance of this agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of the Facility (or EL Dorado County), its employees or agents.

b. Placing County agrees to indemnify and hold harmless El Dorado (or Facility) and El Dorado County's (or Facility's) officers, employees, volunteers, agents, board members, and elected and appointed officials and elected and appointed boards from all liability for any loss, damage or injury to persons or property arising from or related to Placing County's performance of this Agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of Placing County, its employees or agents.

## ARTICLE XI

**Independent Contractor:** El Dorado County acknowledges that its employees, as well as any third-party contractors, shall be acting at all times as independent contractors in the performance of services under this Agreement, and not as employees of Mono County. El Dorado County, on behalf of itself and its employees and any and all third parties performing services under this Agreement, specifically disclaims any entitlement to compensation (other than that specifically contemplated in this Agreement for services rendered); employment benefits; eligibility for the California Public Employees Retirement System through Mono County; or any other incidentals of an employment relationship.

## ARTICLE XII

**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, 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 XIII

**Nonassignment:** Except for the provision of third-party services as contemplated in Article III (such as medical and dental care), the Parties hereto agree that neither of them shall assign its rights nor delegate, subcontract, or otherwise transfer its obligations hereunder without the prior written consent of the other.

### ARTICLE XIV

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Vince Janette, Deputy Chief Probation Officer, Probation Department or successor.

### ARTICLE XV

**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 to the obligations set forth herein.

### ARTICLE XVI

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

### ARTICLE XVII

**Venue:** 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.

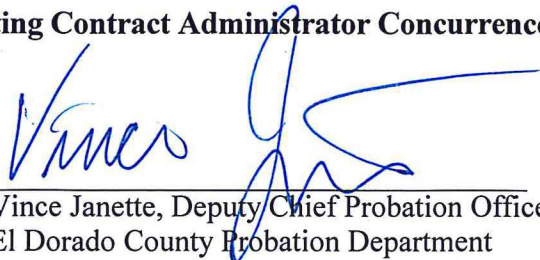
### ARTICLE XVIII

**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.

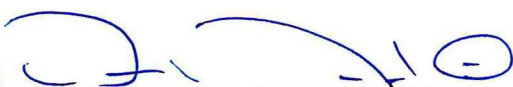
### ARTICLE XIX

**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.

**Requesting Contract Administrator Concurrence:**


By:  Dated: 8/24/14  
Vince Janette, Deputy Chief Probation Officer or Successor  
El Dorado County Probation Department

**Requesting Department Head Concurrence:**

By:  Dated: 8/23/16  
Brian Richart, Chief Probation Officer or successor  
El Dorado County Probation Department

-- PLACING COUNTY --

**Requesting Department Head Concurrence:**

By:  Dated: 10/10/16  
Jeffrey Thomson, Chief Probation Officer or successor  
Inyo County Probation Department

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

-- COUNTY OF EL DORADO --

Dated: 9/13/16

By: [Signature]  
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy Clerk

Dated: 9/13/16

-- PLACING COUNTY --



Dated: 10-11-16

By: [Signature]  
Chairperson  
Board of Supervisors  
"County of Inyo"

ATTEST:  
Kevin D. Carunchio  
Clerk of the Board of Supervisors

By: [Signature]  
Assistant Clerk

Dated: 10-14-16