

County of Yolo

Bed Space for Yolo Youth at El Dorado Juvenile Detention Facility

AGREEMENT FOR SERVICES #8692

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 Yolo, a political subdivision of the State of California, whose principal place of business is 725 Court Street, Woodland CA 95695 (hereinafter referred to as "Placing County");

R E C I T A L S

WHEREAS, El Dorado has established a Secure Youth Treatment Facility (SYTF) designed to meet the requirements of WIC 875 and SB 823; 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, accommodations, and services for said youth of the Juvenile Court shall conform with all applicable 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 court ordered to the SYTF program currently housed 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 reasonably deemed necessary.

Placing County youth accepted for placement and placed in the El Dorado Juvenile Detention Facility(ies) SYTF program shall receive the same accommodations and services as El Dorado County youth in accordance with industry and/or professional standards applicable to such matters as well as federal, state, and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by Placing County. Further, El Dorado shall ensure that all employees, contractors, subcontractors, and volunteers with access to youth under this Agreement pass appropriate background checks and receive all training and direction reasonably necessary to ensure compliance with all applicable laws, including laws relating to access to and use of restricted or confidential material.

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).

Placing 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 cover a term of three years.

ARTICLE III

Compensation for Services: For services provided herein, Placing County agrees to pay El Dorado the sum of Four Hundred Seventy-Five Dollars (\$475.00) per calendar day, for each youth ordered to be placed within the Secure Youth Treatment Facility (SYTF) Program.

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).

The total amount of this Agreement shall not exceed \$400,000 per year, inclusive of all costs and expenses. In the event services exceed the total agreement amount, Placing County agrees that it will reimburse El Dorado for services rendered upon approval by Placing County's Board of Supervisors. El Dorado reserves the right to remove and/or terminate the bed space of a youth upon 72-hour notice to Placing County.

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 of said confidential information, other than to the El Dorado County Probation Department for the purpose of, and in the performance of, this Agreement or as may otherwise be required by law. 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:

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. **Non-appropriation of Funds.** Either party may terminate this Agreement upon at least ten (10) days advance written notice to the other if sufficient funds for performance of this Agreement are not appropriated in its adopted or adjusted budget or if funds that were previously available for this Agreement are reduced, eliminated, or reallocated as a result of budget or revenue reductions during the fiscal year.

- E. Termination or Cancellation without Cause: Either party 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

With a copy to:
County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville CA 95667

Attn: Chief Probation Officer

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 Yolo
Probation Department
725 Court Street
Woodland CA 95695

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: County of Yolo 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 County of Yolo's services, operations, or performance hereunder, regardless of the existence or degree

of fault or negligence on the part of El Dorado County, County of Yolo, 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 County of Yolo 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 County of Yolo, 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, County of Yolo 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 County of Yolo, El Dorado County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County of Yolo, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado County to indemnify and save County of Yolo harmless includes the duties to defend set forth in California Civil Code section 2778.

ARTICLE XI

Insurance: County of Yolo is self-insured up to \$1,000,000 and beyond that amount is covered up to \$25 million by Traveler's Insurance General Liability policy.

El Dorado County is self-insured up to \$1,000,000 and beyond that is covered under Public Risk Innovation, Solutions and Management (PRISM) General Liability II program for up to \$25,000,000 inclusive of Self-Insured retention.

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, Deputy Chief Probation Officer, 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 XXX

Electronic Signatures: Each party agrees that the signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXI

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 XXII

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 --

By: _____

Dan Fruchtenicht
Chief Probation Officer

Dated: _____