Yuba-Sutter-Colusa
Tri-County Regional Juvenile Rehabilitation Facility
Maxine Singer Youth Guidance Center
YOUTH HOUSING AGREEMENT

THIS AGREEMENT for providing appropriate facilities for the housing of youths of the juvenile court committed thereto, by the establishment of a youth facility pursuant to Article 24 of Chapter 2 of Part 1 of Division 880 of the Welfare and Institutions Code. ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California, on behalf of the Tri-County Juvenile Hall / Maxine Singer Youth Guidance Center (hereinafter, "FACILITY") pursuant to Government Code section 6500 et seq, and the County of Calaveras, a political subdivision of the State of California (hereinafter, "PROBATION").

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The FACILITY shall provide those services described in Attachment "A", Provision A-1. FACILITY shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-4.

2. TERM.

The term of this Agreement shall become in effect upon final execution by both parties hereto, and supersedes any prior agreement between FACILITY and PROBATION. The Agreement shall continue in force and effect unless terminated in accordance with the terms of this Agreement for a period terminating on June 30, 2026.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a 30 day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow facility time in which to complete a novation or renewal agreement for FACILITY AND PROBATION approval.

FACILITY understands and agrees that there is no representation, implication, or understanding that the services provided by FACILITY pursuant to this Agreement will be purchased by PROBATION under a new agreement following expiration or termination of this Agreement.

3. PAYMENT.

PROBATION shall pay FACILITY for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to FACILITY for services rendered pursuant to this Agreement. FACILITY shall submit all billings for said services to PROBATION in the manner specified in Attachment "B".

4. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

5. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement.

6. DESIGNATED REPRESENTATIVES.

Yuba County Chief Probation Officer is the representative of the FACILITY and will administer this Agreement for the County of Yuba. Kim Craddock, Interim Chief Probation Officer, is the authorized representative for County of Calaveras. Changes in designated representatives for the duration of this Agreement shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Scope of Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions

8. TERMINATION. PROBATION and FACILITY shall each have the right to terminate this Agreement for any reason upon 30 days written notice to the other party.

9. CONFIDENTIALITY.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by FACILITY which relates to PROBATION's past, present, and future activities, as well as activities under this Agreement. FACILITY shall hold all such information as FACILITY may receive or create, if any, in trust and confidence, except with the prior written approval of PROBATION, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, FACILITY shall return to PROBATION all written and descriptive matter which contains any such

confidential information, except that FACILITY may retain for its files a copy of FACILITY's work product if such product has been made available to the public by PROBATION.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent FACILITY is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), FACILITY shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. FACILITY shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of PROBATION's Protected Information provided to, or accessed or created by, FACILITY.

(2) FACILITY agrees to notify PROBATION immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of.

(3) FACILITY will be responsible for all costs associated with FACILITY's breach of the security and privacy of PROBATION's Protected Information, or its unauthorized access to or disclosure of PROBATION's Protected Information, including, but not limited to, mitigation of the breach, cost to PROBATION of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

DATE_____

"PROBATION"
Kim Craddock, Interim Chief Probation Officer
Calaveras County Probation Department
891 Mountain Ranch Road
San Andreas, CA 95249

CALAVERAS COUNTY

_____
Kim Craddock
Interim Chief Probation Officer

DATE_____

"FACILITY"
James L. Arnold, Chief Probation Officer
Administrator
Tri-County Juvenile Hall
1023 14th Street
Marysville, CA 95901

COUNTY OF YUBA

_____
James L. Arnold,
Chief Probation Officer

APPROVED AS TO FORM:
CALAVERAS COUNTY COUNSEL

_____
County Counsel

INSURANCE PROVISIONS APPROVED

_____
Jill Abel,
Human Resources Director

APPROVED AS TO FORM:
COUNTY COUNSEL

_____
Michael Ciccozzi,
County Counsel

_____
Marcos Munoz
Calaveras County Board of Supervisors
Assistant County Administrative Officer

COUNTY OF YUBA

_____
Andy Vasquez, Chairman
Yuba County Board of Supervisors

Yuba-Sutter-Colusa
Tri-County Regional Juvenile Rehabilitation Facility
Maxine Singer Youth Guidance Center
YOUTH HOUSING AGREEMENT

ATTACHMENT A

SCOPE OF SERVICES

A.1 SCOPE OF SERVICES.

The services to be provided by FACILITY and the scope of FACILITY's duties include the following:

A.1.1 As accommodations exist in said FACILITY, beyond the needs of the establishing counties of the joint powers agreement, the FACILITY may receive juvenile court youths from other counties to the extent of such excess accommodations; and

A.1.2 The FACILITY is willing to receive juvenile court youths from other counties to the extent that the placement needs of the establishing counties of the joint powers agreement are to be met before juvenile court youths from other counties will be received and kept in such FACILITY; and

A.1.3 PROBATION desires to place youths of its juvenile court in said FACILITY to the extent that such excess accommodations may exist; and

A.1.4 No youth shall be committed to FACILITY except by Order of the Juvenile Court. FACILITY will assume custody of said youth or youths when delivered to an authorized employee of FACILITY by agents of PROBATION.

A.2. PROGRAM. PROBATION acknowledges FACILITY programs are directed toward the enrichment of the youth's lives through a schedule of activities, events and phases, and that critical conditions affecting the welfare and success of youths in the FACILITY include, but are not limited to, participation in the FACILITY program by the youth and youth's parents, regular participation in the youth's program by PROBATION'S personnel assigned to the youth.

A.3. TRANSPORTATION. PROBATION is responsible for transportation of committed youths to and from FACILITY except in circumstances involving life-threatening injuries requiring emergency transportation to medical facilities.

A.4. FACILITIES FURNISHED BY FACILITY. FACILITY shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for housing youths pursuant to this Agreement.

Yuba-Sutter-Colusa
Tri-County Regional Juvenile Rehabilitation Facility
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YOUTH HOUSING AGREEMENT

ATTACHMENT B

PAYMENT

PROBATION shall pay FACILITY as follows:

B.1 BASE CONTRACT FEE. PROBATION shall pay FACILITY a contract fee for housing not to exceed FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00) per month per youth; or if the youth is at the FACILITY for less than a full month, the sum of ($4,500) divided by the number of days in the month times the number of days the youth was at the facility.

B.2 SUPPLEMENTAL EXPENSES. A fee of FOUR DOLLARS AND FORTY-FIVE CENTS ($4.45) per day shall be applied for medical services provided on site. Expenses for services performed by any hospital, medical, psychiatric services, surgical care or treatment and dental care shall be the financial responsibility of PROBATION. FACILITY will seek pre-approval of non-emergency supplemental expenses from PROBATION.

B.3 TRANSPORTATION COSTS. Costs of transportation and maintenance between PROBATION and FACILITY shall be the responsibility of PROBATION.

B.4. CONTRACT MAXIMUM. The maximum amount paid by PROBATION to FACILITY shall not exceed $50,000 per County fiscal year.

B.5 RATE REVIEW. FACILITY will review rates annually, at least sixty (60) days before the end of the fiscal year and notify PROBATION of any rate increase which will become effective July 1st of the ensuing fiscal year. In the event of an increase in the monthly rate, FACILITY and PROBATION will execute an amendment to this Agreement as needed to reflect the new rate.

B.6 INVOICE FOR PAYMENT. FACILITY shall submit invoices for payment by PROBATION to:

Calaveras County Probation Department
Accounts Payable
891 Mountain Ranch Road
San Andreas, CA 95249

B.7 TOTAL PAYMENT: This Agreement may result in a total payment in excess of $50,000 over the life of the contract for which PROBATION has budgeted accordingly.

Yuba-Sutter-Colusa
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ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 APPROVAL OF PLACEMENT. FACILITY is under no obligation to accept youths of PROBATION. Prior to acceptance by FACILITY, PROBATION will provide background materials such as Court orders committing youth, dispositional report, and a consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to the FACILITY. The Program Manager may, at his discretion, decline to accept or retain said youths by reason of space limitations or other conditions affecting the welfare of the youths at the FACILITY.

C.2 PRISON RAPE ELIMINATION ACT. FACILITY providing bed space to PROBATION shall comply with the provisions of the Prison Rape Elimination Act (PREA) found at 42 U.S.C.A. Section 15601 et seq. as well as all applicable final federal regulations issued pursuant to PREA, 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. FACILITY 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.

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Tri-County Regional Juvenile Rehabilitation Facility
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ATTACHMENT D

GENERAL PROVISIONS

D.1 NON-DISCRIMINATION. Throughout the duration of this Agreement, FACILITY and PROBATION shall not unlawfully discriminate against any employee of the FACILITY or PROBATION, or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. Both parties shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. FACILITY shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. FACILITY shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

D.2 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, FACILITY agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.3 INDEMNIFICATION, DEFENSE.

D.3.1 REPRESENTATION. PROBATION acknowledges that FACILITY houses wards who have been determined delinquent and that those wards may pose a risk to the physical safety of other wards housed at FACILITY, any employees of FACILITY or PROBATION, or to themselves.

FACILITY will use its best efforts and will comply with industry standards to ensure the safety of PROBATION'S wards housed in FACILITY.

D.3.2 DEFINITIONS. "**Parties**," "**Party**," "**PROBATION**," and "**FACILITY**." As used in this provision D.3, "Parties," "Party," "PROBATION," and "FACILITY" includes each party's respective officers, agents, employees, volunteers, elected officials, or representatives.

"**Judgment.**" As used in this provision D.3, Judgments are final judgments filed in a court of competent jurisdiction against a party to this Agreement by a third-party or non-party to this Agreement, and includes: debts, costs, expenses, damages, liabilities, rights, remedies, awards, fees, or any other loss, and further includes any costs associated with complying with a court-ordered injunction or other order. This definition of Judgment specifically excludes awards of attorney's fees.

"**Claim**" or "**Claims**." As used in this provision D.3, "Claim" or "Claims" include grievances, causes of action legal or equitable or of some other description, lawsuits or any other demands filed in a court of competent jurisdiction against a party to this Agreement by a third-party or non-party to this Agreement. This definition of Claims specifically excludes claims for attorney's fees.

D.3.3 MUTUAL INDEMNIFICATION. To the full extent provided by law, FACILITY will indemnify PROBATION from any Judgment arising from the negligence or willful misconduct of FACILITY that results in injury to PROBATION's wards housed in FACILITY.

To the full extent provided by law, PROBATION will indemnify FACILITY from any Judgment arising from the negligence or willful misconduct of PROBATION that results in injury to FACILITY's wards or staff.

D.3.4 DEFENSE. When a party becomes aware of any Claim against it, it will immediately notify the other party in writing of that Claim. The parties will cooperate in good faith with each other in the investigation and disposition of any Claim (as defined in provision D.3.2). This Defense provision does not require either party to disclose to the other party any documents, records, or communications that would be considered protected, confidential, or privileged under applicable state law. This Defense provision does not limit either party from electing to control its own defense after a Claim has been filed in a court of competent jurisdiction and after consultation with the other party.

D.4 ASSIGNMENT PROHIBITED. Neither Party may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect without prior written approval of the other Party.

D.5 ALTERATION. No modification or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

D.6 AUTHORITY. All parties 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 and that all formal requirements necessary or required by any county, state and/or federal law in order to enter into this Agreement have been fully complied with.

D.7 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "FACILITY":

James L. Arnold, Chief Probation Officer
Administrator
Tri-County Juvenile Hall
1023 14th Street
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "PROBATION":

Kim Craddock, Interim Chief Probation Officer
Calaveras County Probation Department
891 Mountain Ranch Road
San Andreas, CA 95249

D.8 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understanding, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.9 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.10 INSURANCE. FACILITY and PROBATION shall both procure and maintain for the

duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by FACILITY and PROBATION, its agents, representative, or employees. FACILITY shall maintain insurance and a Certificate of Insurance as evidence thereof, with the minimum coverages as set forth in Attachment E to this Agreement.

Yuba-Sutter-Colusa
Tri-County Juvenile Rehabilitation Facility
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YOUTH HOUSING AGREEMENT

ATTACHMENT E

INSURANCE PROVISIONS

E.1 Facility shall maintain a Certificate of Insurance, with the following minimum coverage for the duration of the agreement:

E.1.1 WORKERS' COMPENSATION AND EMPLOYEE LIABILITY INSURANCE. Workers' Compensation Insurance as required by the State of California will be provided as required by any applicable law or regulation. Employers' liability insurance will be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to FACILITY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statues applicable to maritime employees, coverage will be included for such injuries or claims.

Each Worker's Compensation policy will be endorsed with the following specific language:

Cancellation Notice: - "This policy will not be canceled or materially changed without first giving thirty (30) days prior written notice to PROBATION

FACILITY will require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation will be filed forthwith with PROBATION upon demand.

E.1.2 GENERAL LIABILITY INSURANCE. Comprehensive General Liability insurance covering all operations by or on behalf of FACILITY, providing insurance for bodily injury liability up to $25,000,000.

Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall reference this Agreement by its number or title and department; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. FACILITY shall also file with the evidence of coverage an endorsement

from the insurance provider naming PROBATION, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of FACILITY not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of PROBATION shall pertain only to liability for activities of FACILITY under this Agreement, and that the insurance provided is primary coverage to PROBATION with respect to any insurance or self-insurance programs maintained by PROBATION. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

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