

PINE GROVE YOUTH CONSERVATION CAMP SERVICES

I. INTRODUCTION

This Agreement is entered into between the California Department of Corrections and Rehabilitation (hereinafter "CDCR") and Sonoma County (hereinafter "COUNTY") as authorized by Section 1760.45 of the Welfare and Institutions Code. The CDCR jointly operates Pine Grove Youth Conservation Camp (hereinafter "Fire Camp") which is deemed suitable by the COUNTY for the housing, care and training of COUNTY Youthful Offenders and has the lawful authority to enter into this Agreement and perform or have performed the required services as set forth herein.

The services shall be performed at:

Pine Grove Youth Conservation Camp
13630 Aqueduct-Volcano Road
Pine Grove, CA 95665

DEFINITIONS

Basic Healthcare – Care which needs minimum nursing intervention other than for Episodic Sick Call or for response to a medical or dental emergency. Medications shall not require administration by a nurse.

CALFIRE – The California Department of Forestry and Fire Protection.

Day – Calendar day unless otherwise defined in this agreement.

Exemption – Written permission from the CDCR to participate in Fire Camp, for COUNTY Youthful Offenders who otherwise do not meet the criteria (see Section II B).

Fire Camp – A dormitory housing facility managed by CDCR located in the State of California. COUNTY Youthful Offenders housed at this facility primarily function as responders to emergency incidents and perform public work projects.

Indigent Offender – A COUNTY Youthful Offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

Youthful Offender – A person ordered to Fire Camp, based on a sustained petition in juvenile court, pursuant to applicable California laws for housing and services under this Agreement.

Youthful Offender File – Documents concerning a COUNTY Youthful Offender, including documents submitted by the COUNTY that will be maintained by the CDCR.

Operating Requirements – Federal, state, and local law and court orders, constitutional standards, and CDCR regulations and policies made applicable to the Fire Camp by this Agreement.

Pre-release Processing – Pre-release case preparation by the COUNTY prior to the COUNTY Youthful Offender's release from CDCR custody. This may include, but is not limited to, victim notifications and any required registration.

Serious Disciplinary – Discipline in response to an act or action of the COUNTY Youthful Offender that is an act of force or violence against another person; a breach of or presenting a threat to facility security; a serious disruption of facility operations; the introduction, possession or use of dangerous contraband or controlled substances; participation in activity that will likely result in protective custody needs, serious injury, or threat of serious injury; or the attempt by a COUNTY Youthful Offender to commit any such act coupled with a present ability to carry out the act if not prevented from doing so.

II. STANDARD CONDITIONS

A. Youthful Offender Housing

The CDCR shall house, supervise and provide training to male COUNTY Youthful Offenders, age 18 or above, who are transferred to the Fire Camp pursuant to the terms and conditions of this Agreement. The CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camp.

Provided, however, nothing herein shall prevent the CDCR from reallocating beds, in addition, increasing or decreasing the total number of contracted beds as necessary.

B. Selection and Placement Process

The COUNTY Youthful Offenders to be housed in the Fire Camp shall be those selected by the COUNTY and approved by the CDCR based on compliance with all applicable state statutes or such other applicable laws, regulations, and CDCR criteria.

CDCR will accept applications for Pine Grove Camp for COUNTY Youthful Offenders.

The criteria for camp placement is as follows:

Each COUNTY Youthful Offender must meet the following **standard** criteria prior to placement:

- The COUNTY Youthful Offender has a release date no less than six (6) months and no more than seventy-two (72) months from the date of approval.
- The COUNTY Youthful Offender is at least 18 years old.
- The COUNTY Youthful Offender is under juvenile court jurisdiction.
- The COUNTY Youthful Offender is free of any serious rule violations for the past sixty (60) days.
- The COUNTY Youthful Offender has provided a DNA sample.
- The COUNTY Youthful Offender possess a high school diploma or GED.

COUNTY Youthful Offenders who meet the **standard** criteria, but also have one or more of the following **behavioral issues** in their history, must receive an **exemption**.

- Runaway or AWOL history. (This includes the youth's entire history including walkaways from non-secure facilities, missing on probation, and failure to report to probation officer.)
- Possession of illegal fireworks.
- Mental health history. This exemption requires the youth to be free from psychotropic medications for four (4) months and have no self-injurious behavior within the past two (2) years.
- Release date does not meet the required time period.
- Serious rule violation within the last sixty (60) days.
- Previous camp removal.
- COUNTY Youthful Offender is designated as a "Public Interest" case.
- Sexual misconduct rule violation.
- Place of birth outside of the United States with no history of deportation along with family ties in California.

EXEMPTION REQUESTS

County to complete the County Youthful Offender Camp Criteria Exemption Request Form and shall submit documentation substantiating youth's progress in current program and appropriateness for camp placement. Documentation shall include protective case factors such as mitigating factors of offenses, youth's criminal history, education, family support, gang history and current in-custody behavior.

COUNTY Youthful Offenders who meet the **standard and behavioral criteria**, but committed one or more of the following **violent and serious** offenses, must also receive an **exemption**.

1. **A violent or serious offense as listed below:**

- a.
 - Murder, First Degree
 - Murder, Second Degree
 - Kidnapping with Death of Victim
 - Kidnapping with Substantial Injury
 - Torture
 - Attempt or conspiracy to commit any of the above
- b.
 - Voluntary Manslaughter
 - Kidnap for Ransom, Reward or Extortion
 - Kidnap for Robbery
 - Kidnap during Carjacking
 - Conspiracy to commit any of the above

Exemptions for COUNTY Youthful Offenders who committed an offense in the above Section One must be approved by the Camp Warden Hiring Authority or the Office of the DJJ Deputy Director.

2. All violent and serious offenses pursuant to California Penal Code Section 667.5(c) and Penal Code Section 1192.7 (c).

Exemptions for COUNTY Youthful Offenders who committed an offense in the above Section Two must be approved by the Pine Grove Camp Associate Warden or the Office of the DJJ Deputy Director.

Additional exemption criteria for COUNTY Youthful Offenders who committed a violent or serious offense listed above in Sections One or Two include:

120 days of program stability. Program stability includes being free from serious rule violations including assaults, group disturbances, contraband, threats to staff, threats to staff or peers, and repeated violations for not following instructions.

COUNTY Youthful Offenders who meet one or more of the following criteria are **NOT eligible and CANNOT apply for an exemption:**

- History of escape by **force or violence** from any county, private or state facility.
- History of sustained juvenile court petition or criminal court conviction of **arson**.
- History of possession or **manufacture of an explosive device**.
- History of an offense that is **sex-related**.
- **Active holds or pending court actions** that may result in additional confinement time or incarceration.
- **Medically unfit** for fire-fighting duties.

Prior to submitting a COUNTY Youthful Offender for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of the COUNTY Youthful Offender which includes medical, mental health and dental examinations to determine eligibility. The Mental Health & Medical Information from Outside Agencies must be submitted (Attachment 3).

Prior to the acceptance of any COUNTY Youthful Offender to Fire Camp, the COUNTY shall provide to the CDCR, without charge, two (2) copies of all classification data including judicial orders, medical, mental health and dental clearance records. The required documents include:

- Minute Order or Judicial Council Form (JV-732) (one copy certified). The following information must be included:
 - Offense(s)
 - Disposition/Release date
 - Medication and authority to dispense, if applicable
 - Victim Information
 - Restitution balance
 - Two photos
- Probation Report:
 - Summary of offense
 - Names and status of co-offenders

- Performance on probation and violation(s), if applicable
- Gang Information
- Individual Rehabilitation Plan when required by Welfare and Institutions Code Section 875(d)(1)
- Mental Health and Medical Information from Outside Agencies, (Attachment 3)
- County Youthful Offender Camp Screening, (Attachment 1).
- County Youthful Offender Camp Criteria Exemption Request, if applicable (Attachment 2)
- Completed Referral Document, (Attachment 4)
- Confidential envelope with victim(s) name and address

All COUNTY Youthful Offender information shall be subject to statutory limitations on disclosure, including but not limited to California privacy laws, federal requirements of the Health Insurance Portability and Accountability Act (HIPAA) and all other federal privacy laws.

CDCR shall review the documents received for each COUNTY Youthful Offender and make a preliminary acceptance decision within three (3) business days.

COUNTY Youthful Offenders who are preliminarily accepted will be screened and interviewed by Fire Camp staff.

If approved by Fire Camp staff, the CDCR will make a Fire Camp approval decision.

If approved and accepted, a number will be assigned and the COUNTY will be notified.

If conditions exist which delay acceptance decisions, CDCR shall notify the COUNTY within three (3) business days. Reasons for delay could include:

- Incomplete documentation
- Medical or mental health conditions that warrant further review

APPEAL PROCESS

COUNTY Youthful Offenders who are not accepted to Pine Grove Camp may appeal only if additional information that was not initially provided is available. Appeals must be submitted within 30 days of the date of denial letter. Appeals will be reviewed and heard by the Division Director or designee or Camp Warden Hiring Authority

If a youth is not accepted into Pine Grove Camp, a new application may be submitted 60 days after the date of denial letter.

C. Transfer and Delivery of Youthful Offenders

The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of a COUNTY Youthful Offender to CDCR, Pine Grove Camp.

The CDCR shall require the COUNTY representative to sign a Youth Delivery Receipt, Form (Attachment 5) acknowledging delivery and transfer of custody of the COUNTY Youthful Offender to the CDCR.

The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of a COUNTY Youthful Offender from Fire Camp. This retrieval shall occur on the date and time specified by the CDCR and mutually agreed upon by the CDCR and the COUNTY. In the event the COUNTY does not retrieve a COUNTY Youthful Offender on the specified date and time, the COUNTY shall be charged the housing rate of \$253.00 per day for the cost of housing that COUNTY Youthful Offender.

The parties agree to cooperate and coordinate the transportation of the COUNTY Youthful Offenders so as to minimize the expense associated with such transfers.

D. Youthful Offender Work/Program Assignment Payment

All COUNTY Youthful Offenders assigned to the Fire Camp shall earn wages equal to the amount paid to CDCR youth housed at the Fire Camp at the time of transfer.

E. Return of Youthful Offenders to COUNTY

Upon demand by the CDCR or COUNTY, COUNTY Youthful Offenders shall be delivered to the custody of the COUNTY pursuant to the terms as set forth in Section II, Subsection C, of this Agreement. The CDCR shall require the COUNTY representative to sign a Youth Delivery Receipt Form (Attachment 5) acknowledging delivery and transfer of custody of the COUNTY Youthful Offender to the COUNTY.

Youth placed at the Fire Camp shall be required to comply with the rules, regulations and policies of the CDCR.

In the event that it becomes necessary to remove a COUNTY Youthful Offender from the Fire Camp due to an increase in needs beyond those provided by the CDCR as part of basic healthcare services, any disciplinary reason, inability to provide a level of custody consistent with the safety and security of the COUNTY Youthful Offender, Staff, and/or the Fire Camp, or the COUNTY Youthful Offender's refusal to participate in the Fire Camp program, the CDCR shall immediately remove the offender from the Fire Camp.

Following removal, the CDCR shall notify the COUNTY and coordinate the COUNTY Youthful Offender's return to the COUNTY in accordance with Section II, Subsection C, when practicable. In the event the COUNTY Youthful Offender requires housing outside of the Fire Camp due to disciplinary action, all associated costs shall be to the responsibility of the COUNTY.

No less than 30 days prior to a COUNTY Youthful Offender's release date, the COUNTY Youthful Offender shall be retrieved by the COUNTY in accordance with Section II, Subsection C. All pre-release processing is the responsibility of the COUNTY. When a COUNTY Youthful Offender returns to the COUNTY, the CDCR shall forward the COUNTY Youthful Offender's current available Trust balance, in the form of a check made payable to the offender but addressed to the COUNTY, in the amount due to the COUNTY Youthful Offender within three (3) to six (6) weeks of the COUNTY Youthful Offender's transfer unless an alternate location is directed by the COUNTY.

When a COUNTY Youthful Offender is identified to return to the COUNTY, the CDCR shall ensure the COUNTY Youthful Offender's file is current with documentation to include but not limited to, program activities, progress reviews, and disciplinary history.

Records maintained at the Fire Camp shall be transported with the COUNTY Youthful Offender.

Files maintained at the CDCR Headquarters shall be mailed to the COUNTY within 14 days of the COUNTY Youthful Offender's departure from the Fire Camp.

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of CONTRACTOR, its trustees, officers, agents or employees.

COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of COUNTY, its trustees, officers, agents or employees.

III. OPERATION OF CAMP

A. General Duties

The COUNTY Youthful Offenders in the Fire Camp shall be confined and supervised in accordance with CDCR regulations and policies. The CDCR shall provide security and supervision of the COUNTY Youthful Offender consistent with CDCR regulations and policies including disciplinary behavior, program participation, and other activities.

B. Medical/Mental Health/Dental

The COUNTY Youthful Offender shall be provided basic healthcare, including routine dental services. In the event a COUNTY Youthful Offender becomes ill or is injured and requires more than basic healthcare, the COUNTY Youthful Offender shall be returned to the COUNTY in accordance with Section II, Subsection C as soon as practicable.

In the event a COUNTY Youthful Offender is exposed to or contracts COVID-19, the COUNTY Youthful Offender shall be returned to the COUNTY in accordance with Section II, Subsection C.

The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases. The health care record created at the Fire Camp/CDCR is the property of the CDCR. A copy of applicable health records for health care delivered while the COUNTY Youthful Offender was housed at the Fire Camp shall be forwarded to the COUNTY when the COUNTY Youthful Offender is transferred from the Fire Camp. Release of information shall be conducted in accordance with CDCR regulations and policies and shall be subject to statutory limitations on disclosure, including but not limited to state privacy laws, provisions of the federal requirements imposed by HIPAA, and other federal privacy laws.

Medical costs beyond basic healthcare and dental care costs beyond routine, including but not limited to, medical costs and dental care costs, incurred prior to COUNTY Youthful Offender's return to COUNTY shall be the responsibility of the COUNTY. This does not include injury or illness covered under Workers' Compensation in accordance with Section III, Subsection D.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the CDCR policy and consistent with CDCR Prison Rape Elimination Act protocols.

Medical and dental billings from outside vendors which are the responsibility of the COUNTY shall be submitted to the COUNTY or designee by the CDCR Headquarters within ninety (90) days of receipt.

C. Death of a COUNTY Youthful Offender

In the event of the death of a COUNTY Youthful Offender, the CDCR shall immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Youthful Offender's file and medical records shall be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR. The CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY shall notify the designated next of kin of the deceased Youthful Offender, if any, as soon as practicable after death.

The CDCR shall not be responsible for expenses relative to any necessary preparation, storage, shipment, and disposal of the body.

D. COUNTY Youthful Offender Work and Training

All COUNTY Youthful Offenders shall participate in the Fire Camp programs, firefighter training, in-camp work assignments, and work at the Fire Camp, unless otherwise medically or administratively precluded. A COUNTY Youthful Offender who refuses to participate in the Fire Camp Work/Training Program shall be returned to the COUNTY in accordance with Section II, Subsection C.

The CDCR shall maintain daily records of the actual hours worked and participation in programs for each COUNTY Youthful Offender.

For injuries incurred while the COUNTY Youthful Offender is housed at a CDCR Facility, the COUNTY shall not be responsible for payment of any benefits for COUNTY Youthful Offender Workers' Compensation claims as required by California law, including, but not limited to California Labor Code Section 3370(a).

E. COUNTY Youthful Offender Programs

All COUNTY Youthful Offenders may participate in leisure time youthful offender programs at the camp. Leisure time programs may include: self-help programs, e.g. Alcohol Anonymous/Narcotics Anonymous, religious services, hobby craft, etc. as available.

F. Religious Opportunity

The CDCR shall provide reasonable time, accommodations, and space for religious services in keeping with Fire Camp security and other necessary Fire Camp operations and activities, as available.

G. Recreation, Packages and Canteen

The COUNTY Youthful Offenders shall be provided recreational opportunities on a daily basis.

The CDCR shall allow the COUNTY Youthful Offenders to receive packages consistent with CDCR regulations and policies. The CDCR reserves the right to exclude any package item deemed a security risk.

The COUNTY Youthful Offenders shall be provided with canteen services in accordance with CDCR regulations and policies.

H. Telephone

Access to telephone service shall be provided to all COUNTY Youthful Offenders consistent with CDCR regulations and policies.

I. Clothing

The CDCR shall be responsible for laundry, repair, and replacement of COUNTY Youthful Offender clothing during the COUNTY Youthful Offender's placement at the Fire Camp including ensuring clean clothes and bedding on a weekly basis. Upon admission, each Youthful Offender shall be issued clothing consistent with CDCR regulations and policies.

Other specialized clothing and safety equipment shall also be issued to the COUNTY Youthful Offenders consistent with CDCR regulations and policies.

J. Meals

The CDCR shall provide all COUNTY Youthful Offenders with nutritional meals consistent with CDCR regulations and policies.

K. Mail

The COUNTY Youthful Offenders shall be provided with mail service in accordance with CDCR regulations and policies.

L. Visitation

The COUNTY Youthful Offenders shall be provided visitation in accordance with CDCR regulations and policies.

M. COUNTY Youthful Offender Property

The COUNTY Youthful Offenders shall be allowed to possess personal property consistent with CDCR regulations and policies. Exclusions or exemptions may be granted based on camp security requirements. The disposition of property shall be in accordance with CDCR's regulations and policies. The CDCR shall compensate the COUNTY Youthful Offenders for loss or damaged property due to the negligence of the CDCR in accordance with applicable remedies consistent with CDCR regulations and policies. The COUNTY shall not be responsible for such loss or damaged property and the CDCR shall indemnify COUNTY for any and all claims, losses and liabilities, attributable to such lost or damaged property while in CDCR placement.

N. COUNTY Youthful Offender Appeals

A COUNTY Youthful Offender appealing COUNTY decisions and actions shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

The CDCR shall address all COUNTY Youthful Offender grievances and appeals related to conditions of confinement and other CDCR decisions while the COUNTY Youthful Offender is in CDCR placement. The CDCR shall retain final authority on appeal issues related to CDCR decisions and actions.

O. Access to Courts

The CDCR shall ensure all COUNTY Youthful Offenders have court related access consistent with the CDCR regulations and policies. All COUNTY Youthful Offenders requesting access to a law library, beyond what is available at the Fire Camp, shall be transported back to the COUNTY in accordance with Section II, Subsection C.

Any court order to produce a COUNTY Youthful Offender that is presented to the COUNTY shall immediately be forwarded to the CDCR Headquarters for processing. The COUNTY is responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, CDCR may transport in accordance with Section II, Subsection C.

P. Youthful Offender Records and Progress Reports

The CDCR shall maintain all COUNTY Youthful Offender files and ensure compliance consistent with CDCR regulations and policies. COUNTY Youthful Offender Camp records regarding the COUNTY Youthful Offenders while at the Fire Camp shall be collected and maintained on-site by the CDCR in accordance with CDCR records management and requirements governing confidentiality. The COUNTY Youthful Offender files shall not be maintained inside housing units or easily accessible to the Youthful Offender population. Upon request, records, reports, and documents related to the COUNTY Youthful Offender, including work and treatment records, shall be made available to the COUNTY for review. When a COUNTY Youthful Offender is transferred from the Fire Camp, the records provided by the COUNTY and additional information compiled while the COUNTY Youthful Offender was at the Fire Camp shall be updated and transported with the COUNTY Youthful Offender to their new location. The additional information compiled consists of reports and other documentation relating to behavior of the COUNTY Youthful Offender while in the custody of CDCR.

All warrants, holds and detainers received by the COUNTY for a COUNTY Youthful Offender shall be forwarded to the CDCR within 24 hours. All warrants, holds and detainers received by the CDCR for a COUNTY Offender shall be forwarded to the COUNTY within 24 hours.

The COUNTY shall perform all time calculations for the COUNTY Youthful Offender while housed in the Fire Camp and shall provide the CDCR with an initial COUNTY Youthful Offender release date and any changes to the COUNTY Youthful Offender release date. This information is required to facilitate the return of the COUNTY Youthful Offender to the COUNTY within 30 days of the COUNTY Youthful Offender's release.

CDCR will notify COUNTY of any events or disciplinary actions that may result in a release date adjustment.

The CDCR shall provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and California privacy laws.

Q. Transportation and Security

The CDCR shall provide security for the COUNTY Youthful Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere. The CDCR shall provide transportation and transportation staffing consistent with CDCR regulations and policies to and from urgent and emergent medical care.

The COUNTY is responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, the CDCR may transport in accordance with Section II, Subsection C.

R. Escapes

In the event of an escape by a COUNTY Youthful Offender(s) from the Fire Camp's custody, the CDCR shall initiate efforts to apprehend such COUNTY Youthful Offender(s), notify the COUNTY, local law enforcement agencies and CDCR I.D./Warrants Unit as required by state statute in the same manner it uses for any other CDCR escapee.

The escape pursuit shall be in cooperation with the Sheriff of the county where the Fire Camp is located and CDCR Headquarters. Cooperation between CDCR and Sheriff of the county where the Fire Camp is located includes, but is not limited to: notification timeframes, incident command, mutual aid, intelligence sharing, etc.

After the initial 24 hours of escape pursuit, the CDCR Incident Commander and the Sheriff of the, county where the fire camp is located, shall evaluate the need for the continued presence of the CDCR. This decision shall be based on the intelligence received regarding the COUNTY Youthful offender's whereabouts and escape route.

Annually or upon any revision of this agreement, the COUNTY shall provide the CDCR with a listing of its emergency contacts.

S. Notification of Offender Incidents, Emergencies and Discipline

The CDCR shall process all COUNTY Youthful Offender related incidents and emergencies, consistent with CDCR regulations and policies. Such incidents are to be reported to the COUNTY as soon as reasonably practicable after the incident occurs.

All COUNTY Youthful Offenders are subject to CDCR rules, regulations and policies regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while the COUNTY Youthful Offender is in CDCR placement. The COUNTY is responsible for any release date adjustments that may result from the adjudication of a disciplinary matter while COUNTY Youthful Offenders are in CDCR placement. All serious disciplinary issues involving a COUNTY Youthful Offender shall be screened for possible prosecution in accordance with the policies of the COUNTY where the COUNTY Youthful Offender is housed.

T. Earned Time/Good Time

The COUNTY is responsible for release date adjustments for which a COUNTY Youthful Offender may be eligible while the COUNTY Youthful Offender is in Fire Camp.

U. Initial Intake and Annual Program Review

The COUNTY Youthful Offender shall have an initial intake and annual program review to be conducted by Fire Camp staff to confirm initial and continued Fire Camp placement is appropriate.

V. COUNTY Youthful Offender Account Deductions (Restitution) Collection and Accounting

Upon notification of a court order for restitution by a COUNTY Youthful Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Youthful Offender's trust account. All collected funds shall be remitted in accordance with CDCR regulations and policies.

W. Termination

This Agreement may be cancelled upon a 30 day written notice by either party (see attached Exhibit D).

X. Notices

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system or United States Mail, postage prepaid, at the addresses listed below, until written notice of change of address is received from either party. In addition, personal delivery of any notice may also be provided. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

Y. Invoicing and Payment

- a. The CDCR will submit an invoice to the County, by the 10th day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b. Payments will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting Office below:

California Department of Corrections and Rehabilitation
ASB – Rancho Cucamonga
Attention: Accounts Receivable
PO Box 6000
Rancho Cucamonga, CA 91729-6000

Please also send a copy of the invoice and payment to:

California Department of Corrections and Rehabilitation
Division of Juvenile Justice
Attn: Accounts
PO Box 588501
Elk Grove, CA 95758-8501

Z. Contacts

Project Representatives during the terms of the Agreement will be:

State Agency: California Department of Corrections and Rehabilitation Division of Juvenile Justice	County:
Name: Christienne Sanders	Name:
Phone: (916) 683-7474	Phone:
Email: Christienne.Sanders@cdcr.ca.gov	Email: