

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of the Youth Authority (CYA)

CONTRACTOR'S NAME

County of San Mateo

2. The term of this Agreement is: 7/1/2002 through 6/30/2003

3. The maximum amount of this Agreement is: \$ 80,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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|--|------------------|
| <b>Exhibit A - Scope of Work</b>   | <b>2 pages</b>   |
| <b>Exhibit B - Budget Detail and Payment Provisions</b>  | <b>1 page</b>    |
| <b>Exhibit C* - General Terms and Conditions:* GTC 201</b>   | Dated: 2/20/2001 |
| <b>Exhibit D - Check one:</b>  |                  |
| <input type="checkbox"/> Exhibit -D Special Terms and Conditions (Attached hereto as part of this agreement) | <b>1 page</b>    |
| <input type="checkbox"/> Exhibit -D* Special Terms and Conditions*   |                  |
| <b>Exhibit E - Certification of Compliance</b>   | <b>1 page</b>    |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto:  
 These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/GTC201.htm>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Mateo

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

John Maltbie

ADDRESS

21 Tower Road  
 San Mateo, CA 94402

**STATE OF CALIFORNIA**

AGENCY NAME

Department of the Youth Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chief, Business Services Bureau

ADDRESS

4241 Williamsborough Drive  
 Sacramento, CA 95823

California Department of General  
 Services Use Only

Exempt per:

## EXHIBIT A

**SCOPE OF WORK**

1. Department of the Youth Authority (CYA) agrees to provide services to County as described herein: Diagnostic Studies, treatment services and temporary detention for case referrals from Juvenile or Criminal Courts.
2. The services shall be performed at Youth Authority facilities, determined by the location of the requesting court in each individual case.
3. The services shall be provided during the term of the Agreement.
4. The project representatives during the term of this agreement will be:

State Agency:	Department of the Youth Authority	Contractor:	County of San Mateo
Name:	Gwen Jackson or designee	Name:	John Maltbie or designee
Phone:	916.262.1743	Phone:	
Fax:	916.262.1525	Fax:	
Email:	gjackson@cya.ca.gov	Email:	

Direct all inquiries to:

State Agency	Department of the Youth Authority	Contractor:	County of San Mateo
Section/Unit:	I&C County Referral	Section/Unit:	
Attention:	Tom Blay or designee	Attention:	John Maltbie, County Manager or designee
Address:	4241 Williamsborough Drive	Address:	21 Tower Road
City, St., Zip:	Sacramento, CA 95823	City, St., Zip:	San Mateo, CA 94402
Phone:	916.262.1251	Phone:	650.363.4140
Fax:	916.262.1525	Fax:	
Email:	tblay@cya.ca.gov	Email:	

5. Detailed description of work to be performed and duties of all parties.

Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts with any COUNTY of the STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority.

The parties hereto agree as follows:

1. In any case in which:
  - (a) A juvenile Court or Court of criminal jurisdiction has determined that a person is eligible for commitment to the Youth Authority, and
  - (b) said Court concludes that a proper disposition of the case requires such treatment and diagnosis as can be made at a Youth Authority facility, and
  - (c) said Court orders such person to be placed in a facility for a period not to exceed 90 days as authorized by Section 704 (juvenile) or Section 1731.6 (adult) of the Welfare and Institutions Code, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.
2. The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

EXHIBIT A

**SCOPE OF WORK (cont'd.)**

5. Detailed description of work to be performed and duties of all parties; continued.

3. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him to the Court at no expense to the STATE.

4. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

5. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be treated and examined and shall forward to the Court his diagnosis and recommendations concerning such person's future care, supervision, and treatment.

6. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

7. Notwithstanding the provisions of Item 1., Subdivision (a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. COUNTY agrees to pay to STATE the sum of \$4,832.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE, 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

2. The total amount of this agreement shall not exceed \$ 80,000.

3. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance of payment thereof within thirty (30) days of receipt of any such billing. Said remittance shall be mailed to:

Department of the Youth Authority  
Accounting Services Bureau  
4241 Williamsborough Drive, Suite 105  
Sacramento, CA 95823-2088

4. In the event that budget reductions occur in any fiscal year covered by this agreement that may cause the COUNTY to consider terminating this agreement, the parties agree to attempt to renegotiate the terms of this agreement to reduce the cost thereof in lieu of cancellation under the termination provisions of this agreement.

EXHIBIT C

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will **not** be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:  
<http://www.ols.dgs.ca.gov/Standard+Language/GTC201.htm>

EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

1. This agreement may be amended upon mutual agreement by either party in writing and shall become effective only upon approval by the State of California, the Department of General Services or under its authority, by the Department of the Youth Authority.
2. All notices to be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice.
3. All contracts entered into between the State and a city, county, or district involving the expenditure of State funds in excess of \$10,000 shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code Section 8546.7).
4. A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

EXHIBIT E

**CERTIFICATION OF COMPLIANCE**

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 3.6.

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Mary Wandschneider, Chief  
Business Services Bureau  
Administrative Services Branch