#### **SCO ID:** 0530-2023349OYCR

Agreement No. 24-085

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES		
STANDARD AGREEMENT	AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
STD 213 (Rev. 04/2020)	2023-349-OYCR	Exempt
1. This Agreement is entered into between the Contracting Agency	y and the Contractor named below	
CONTRACTING AGENCY NAME		
California Health and Human Services Agency, Office of You	th and Community Restoration	
CONTRACTOR NAME		
County of Fresno		
2. The term of this Agreement is:		
START DATE		
December 15, 2023		
THROUGH END DATE		
December 31, 2025		
3. The maximum amount of this Agreement is:		

\$2,000,000.00 (Two million dollars and zero cents)

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.

Title	Pages
Statement of Work	5
Budget and Payment Details	2
General Terms and Conditions (GTC 04/2017)	1
Fresno County Letter of Interest for Less Restrictive Programs	5
	Statement of Work Budget and Payment Details General Terms and Conditions (GTC 04/2017)

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 https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

and a second as	CONTRACTOR			
CONTRACTOR NAME (if other than an indi County of Fresno	vidual, state whether a corporation, partnership, etc.) ATTEST:			
CONTRACTOR BUSINESS ADDRESS PO Box 1247	BERNICE E. SEIDEL     Clerk of the Board of Supervisors     County of Fresno, State of California	city Fresno	STATE CA	zip 93715
PRINTED NAME OF PERSON SIGNING Nathan Magsig	By <u>Hanama</u> Deputy	TITLE Chairman, Fresno Cou	nty Board of Super	visors
CONTRACTOR AUTHORIZED SIGNATURE	32	DATE SIGNED 2-20-20	24	
	STATE OF CALIFORNIA			

CONTRACTING AGENCY NAME

California Health and Human Services, Office of Youth and Community Restoration

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, Floor 11	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING Sonia Herrera	TITLE Deputy Director of Adm	ninistrative Service	25
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED 2/23/2024		
CALIFORDIZERAREMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Assembly Bill 207		

California Health and Human Services Agency Office of Youth and Community Restoration County of Fresno, Probation Department Less Restrictive Programs Grant

Page 1

#### **EXHIBIT A – STATEMENT OF WORK**

This Grant Agreement (Agreement) reflects the consideration or services to be provided by County of Fresno, Probation Department (Fresno or Grantee) for the California Health and Human Services Agency, Office of Youth and Community Restoration (OYCR or State). A detailed description of the services or consideration can be found in the Section 5 Scope of Services or Consideration.

This Agreement is governed by and incorporates by reference General Terms and Conditions (GTC 04/2017) and Contractor Certification Clause (CCC 04/2017) which can be found at the link below:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Servicesresources-List-Folder/Standard-Contract-Language

#### 1. BACKGROUND

The legislation creating Secure Youth Treatment Facilities (SYTFs), Senate Bill 92, also gave courts the ability to commit youth to less restrictive programs to facilitate safe and successful reintegration of youth into the community. (Welf. & Inst. Code § 875(f)(1).) Less restrictive programs or placements (LRPs) can be halfway houses, camps or ranches, or community residential or nonresidential programs, including home-based or educational-based placements. Youth are placed in LRPs as part of their confinement time. (Welf. & Inst. Code § 875(f)(1).) OYCR recommends that because of the negative consequences of long-term incarceration, youth should be transitioned as swiftly as consistent with public safety to the less restrictive programs in a non-carceral setting that encompass employment, behavior health, and culturally relevant services. The process of transitioning may be a series of increasingly less restrictive programs.

OYCR is providing grants to interested county probation departments to demonstrate approaches for LRP transitions. OYCR funds are expected to be used to support partnerships with community-based service providers that will help individual youth in the transition through less restrictive programs and settings, and to directly help the youth meet their own needs after transition to home or community living while still completing their commitment term.

This grant funding is intended to support the development of LRPs pursuant to Welf. & Inst. Code § 875(f), which are ordered by the court. Movement to units with more privileges within an SYTF are not LRPs, but OYCR will consider funding transitions from SYTFs to LRPs through furloughs of increasing duration for youth currently in SYTFs with the intention of being part of future transitions to community based unlocked LRPs. OYCR will also consider funding LRP pathways via placement in ranch or camp settings if such placements are part of future transitions to community based unlocked LRPs.

# Features of OYCR Grant-funded LRPs:

- Intentionality The potential pathways from SYTF to LRP will be identified, along with the resources available or needed.
- Individuality Secure and less secure programs and settings must be trauma informed, culturally and gender responsive, provide quality behavioral health programs, engage families often, and provide a behavioral management program that is tailored to a youth and consistently applied.
- Preparation Prior to transitions to LRPs, youth should be familiarized with expectations of the LRP and/or phases of the LRP. Also prior to the LRP transition, youth should be enrolled in all benefits with warm hand-offs to public service systems. As CalAIM Justice Initiative commences, the probation system should consider whether existing behavioral health services, 90-day in-reach services, and specialty mental health/SUD services in the community are sufficiently aligned to support consistency of care. Other preparatory steps might include banking, transit assistance, enrollment in health plans, and collation of documents needed for school/vocational matriculation, etc.
- Accountability While youth in LRPs will be supported by lived experience professionals and behavioral health professionals as needed, they will be overseen by probation and the court.
- Age-appropriate Youth under the age of 18 that can be placed in an LRP should be placed at home with robust, multi-disciplinary quality services that allow for continued accountability, oversight, lived experience mentoring and economic support if needed. In some circumstances placement with non-parent kin may be more appropriate, and robust family-finding should always be undertaken when youth enter the justice system. In limited circumstances, STRTP or THP-Plus may be considered an option.
- Youth placed in LRPs will be provided income assistance as needed, including directed housing payments and monthly stipends payable to the youth, calculated based on local costs, youth age, etc.

OYCR solicited California counties to apply for funding to demonstrate successful transition for youth from Secure Youth Treatment Facility (SYTF) placement to Less Restrictive Programs (LRP). Fresno County responded. Following discussions between OYCR and Fresno, this grant is provided to support the transitions of 10 youth from SYTF to LRP settings over a two-year period. The individual transitions to LRP status are subject to judicial approvals. Additional detail on the proposed transitions is provided in Attachment D.

# 2. TERM

The term of this Agreement shall commence on December 15, 2023 (Effective Date) and continue through December 31, 2025.

#### 3. WORK LOCATION

The Grantee will perform the services described in this Agreement at their county office or at a remote location approved by their county.

#### 4. MAXIMUM AMOUNT PAYABLE

The maximum amount payable for this Agreement is \$2,000,000. Additional cost and invoicing details are in Exhibit B, Budget and Payment Details.

#### 5. SCOPE OF SERVICES OR CONSIDERATION

Under the direction from the OYCR Engagement Manager, the Grantee shall provide the following services or consideration for the grant funds.

Grant funds are expected to be used to support the identified youth in their transitions to LRP and community living status, specifically to include income support, housing costs, transportation, education and vocational programs, and needed supportive services.

Task	Group 1 - Quarterly Reporting
1.1	<ul> <li>The Grantee shall submit Quarterly Reports that include: <ul> <li>a) Grant activities performed during the quarter.</li> <li>b) Cumulative grant activities performed during the term of the grant.</li> <li>c) Grant Funds disbursed by the Grantee, including amount, purpose, and recipient.</li> </ul> </li> <li>Note: Grant funds are intended to support the identified youths' transitions to and living expenses in LRPs and community, including income supports, housing costs, transportation, education and vocational programs, and needed supportive services.</li> </ul>
1.2	The Grantee shall collaborate with the Office of Youth and Community Restoration to design a mutually agreeable process to track and provide information, data, evaluation and outcomes regarding the impact of the programs supported by the grant funds, consistent with youth privacy, and shall provide OYCR with the agreed upon information.

#### 6. DELIVERABLES OR REPORTING

Item	Deliverable Title	Task Number	Due to OYCR
1	Quarterly Report	1.1	Quarterly
2	Evaluation and Outcomes data and summary	1.2	Per Quarterly Report

#### 7. POINTS OF CONTACT

Grantee Engagement	Manager:
Name, Title:	Kirk Haynes, Chief Probation Officer
Address:	3333 E. American Avenue, Building 701, Suite B Fresno, California, 93725
Phone Number:	(559) 600-1924
E-mail address:	KHaynes@FresnoCounty.ca.gov

OYCR Engagement Ma	anager:
Name, Title:	Will Lightbourne, OYCR Senior Advisor
Address:	Office of Youth and Community Restoration 925 L Street, Suite 1205, Sacramento, CA 95814
Phone Number:	(916) 217-9078
E-mail address:	Will.lightbourne@chhs.ca.gov

#### 8. PROBLEM ESCALATION

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the State Engagement Manager shall determine the level of severity, and notify the appropriate State staff, as set forth below. The State staff notified, and the period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

First level, OYCR Engagement Manager, Will Lightbourne Second level, OYCR Deputy Director, Alani Jackson

#### 9. EXECUTIVE ORDER N-6-22 - RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## **10. GRANTEE STAFF EXPENSES**

The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement.

## 11.FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

California Health and Human Services Agency Office of Youth and Community Restoration County of Fresno, Probation Department Less Restrictive Programs Grant

Page 6

#### **EXHIBIT B - BUDGET AND PAYMENT DETAILS**

#### 1. INVOICE AND PAYMENT

a) Upon execution of this Grant Agreement, the Grantee shall submit invoices to the OYCR (or the designated 3<sup>rd</sup> Party for advance payments as shown in Table B-1 below.

#### Table B-1: Invoice Schedule

Invoice	Performance Period	Estimated Invoice Date	Advance Payment Amount
1	Year 1	January 2024	\$1,000,000
2	Year 2	June 2024	\$1,000,000
Maximu	m Amount Payable u	nder this Agreement	\$2,000,000

- b) Payment shall be made in accordance with the State of California's Prompt Payment Act (Government Code § 927 et seq.).
- c) Invoices must be submitted via email to CHHSInvoices@chhs.ca.gov (or designee)
  - 1) The email must contain the following in the subject line:
    - Agreement Number # 2023-349-OYCR
    - County Invoice Number
  - 2) Invoice must be in PDF format and contain the following information:
    - I. Grantee's letterhead.
    - II. Signature from authorized company official.
    - III. Agreement Number 2023-349-OYCR.
    - IV. Invoice Amount.
    - V. Description of anticipated services.
  - 3) Any other supporting documentation as required in this Agreement must submitted with the invoice.

#### 2. TRAVEL

If Travel is allowed as part of this grant, costs shall not exceed State rates current at the time of order placement and shall be made in accordance with the provisions established in the California Department of Human Resources (CalHR) Human Resources Manual (e.g., section 2203) and any applicable CalHR travel regulations (Cal. Code Regs, tit. 2, § 599.615 et seq.), as applied to represented employees and limited to actual costs incurred.

Page 7

# 3. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the services and deliverables covered by this Agreement, this Agreement shall be of no further force and effect. In this event, the State shall have no further liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be further obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no further liability occurring to the State or offer an Agreement amendment to the Grantee to reflect the reduced amount.

# 4. GRANTEE OVERPAYMENTS

If the State or Grantee determines that an overpayment has been made to the Grantee, the State will seek recovery immediately upon discovery of the overpayment by contacting the Grantee to request a refund or credit of the overpayment amount. If the Grantee refund or credit is not received within thirty (30) days from the date of the State's notice, the State shall offset subsequent Grantee payments by the amount of the overpayment. If Grantee discovers it has received an overpayment Grantee shall notify the State and refund the overpayment immediately.

# 5. ADVANCE PAYMENT

Nothing herein contained shall preclude advance payments pursuant to the Government Code, Article 1, Chapter 3, Part 1, Division 3, Title 2. Advance payments shall be in accordance with Section 8453 of the State Administrative Manual and Government Code, Section 11257.

# 6. TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by the OYCR after a 30-day written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions or requirements.

The Grantee shall be entitled to payment of all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

Page 8

## **EXHIBIT C - GENERAL TERMS AND CONDITIONS**

The general terms and conditions (GTC 04/2017) will be included in the contract by reference to the internet site:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

# General Terms and Conditions (GTC 04/2017)

# EXHIBIT C

- 1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. <u>AMENDMENT</u>: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. <u>ASSIGNMENT</u>: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. <u>AUDIT</u>: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. <u>DISPUTES</u>: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. <u>TERMINATION FOR CAUSE</u>: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 8. <u>INDEPENDENT CONTRACTOR</u>: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. <u>RECYCLING CERTIFICATION</u>: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. <u>CERTIFICATION CLAUSES</u>: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. <u>TIMELINESS</u>: Time is of the essence in this Agreement.

- 13. <u>COMPENSATION</u>: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. <u>GOVERNING LAW</u>: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. <u>ANTITRUST CLAIMS</u>: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

- <u>CHILD SUPPORT COMPLIANCE ACT</u>: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. <u>UNENFORCEABLE PROVISION</u>: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

#### 19. <u>SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION</u> <u>REPORTING REQUIREMENTS</u>:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. <u>LOSS LEADER</u>: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**EXHIBIT D - Fresno County LOI** 

# **Fresno County Probation Department**

Kirk Haynes, Chief Probation Officer



August 15, 2023

Office of Youth and Community Restoration (OYCR) OYCR@chhs.ca.gov

To whom it May Concern:

The Fresno County Probation Department, on behalf of the team of partners and young people we represent, respectfully submit this letter of interest for the Step-Down Grant Invitation to support Secure Youth Treatment Facilities (SYTFs) to further develop less restrictive programs (LRPs).

The following describes Fresno County's SYTF program in sufficient detail to determine how the incorporation of this funding will lead to successful LRP step-downs in the timeframes desired, and the services to be provided to support successful community living. Currently, Fresno County serves 20 youth in its SYTF described below. Over the next two years of funding, based on current trends, and history of youth that were sent to the Department of Juvenile Justice (DJJ), we anticipate up to 35 youth will benefit from the services offered by the Step-down Grant funding.

# Cultivating Healthy Choices and Independence (CHI) Secure Youth Treatment Facility (SYTF) Program

While youth are involved in CHI they learn more about themselves and priorities based on their individual needs and interests. The goal of our program is to reveal attitudes that led to damaging behavior, that can be exchanged for values that will support a prosocial, positive future. The provision of services to address physical, emotional, and spiritual needs; promote academic and vocational development, and support youth's growth as a prosocial individual. Youth will be equipped to learn ways to manage emotions, cope with difficult situations, and plan for a successful life. Finally, we will use the funding to connect youth with community-based resources, partnering with natural, supportive individuals and organizations.

Core Programming

Each youth works with an assigned Deputy Probation Officer (DPO), and Social Work Practitioner who coordinate to provide case management services for the CHI youth. Together they conduct assessments, compile psychosocial histories, and develop

#### OFFICE OF THE CHIEF PROBATION OFFICER

3333 E. American Ave. / Building 701 / Suite B / Fresno, California 93725 Phone (559) 600-1294 / FAX (559) 455-2488 The County of Fresno is an Equal Employment Opportunity Employer recommendations for appropriate treatment options for CHI youth. The Individualized Rehabilitation Plan will be collaboratively written by the youth, DPO, and SW Practitioner with input from collaborative partnering agencies.

These groups provide youth with strategies to manage choices and improve the consequences of their actions. Youth attend programs that are tailored to their needs and are designed to lead to personal success. Some of the groups offered include: Choices, Thinking for a Change (T4C), Aggression Replacement Training (ART), Free Your Mind (including components on Mental Toughness, Emotion Regulation, and Violence Prevention), and Cognitive Behavioral Interventions for Substance Use.

CHI supports the advancement with educational and vocational opportunities. The school is operated by the Fresno County Superintendent of Schools' (FCSS), Alice Worsley School. Vocational programs are available in environmental sciences and welding. Additional vocational opportunities are provided for certificates (food services, OSHA, etc.). Our and educational model, and proven student achievement has placed us in a "best practices and exemplary program" status with the California Coalition of Early and Middle Colleges for dual enrollment services this past September 2022.

The California Community College Office of the Chancellor visited Fresno County in November 2022. They spoke to some of our Dual Enrollment Students and In-Custody College Freshman. The coordination and implementation of these services, meets and exceeds current SB 716 legislative requirements and offers a comprehensive approach to higher education. This demonstrates a strong priority and commitment by Fresno County JJC to provide every resource available to all students seeking access to higher education and forges a college going culture in the process.

This funding will enhance our ability for case managers to work with FCSS to further pursue educational and vocational opportunities as youth step-down from secure treatment.

#### **Reentry Services**

Reentry Program Services, the primary vehicle for how funding will be operationalized, will focus on providing services for youth and their families to increase the likelihood of success upon release to the community. Reentry services begin during the initial assessments and include family programming, mentoring, and case management and referrals. Additional groups will be offered include Cognitive Behavioral Intervention for Employment, Reintegration (success planning) and Advanced Practice.

Leveraging other funding such as Cal AIM and Providing Access and Transferring Health (PATH) funding we plan to develop and implement reentry services up to 90 days prior to release from the CHI program. PATH funding will be utilized for two part time Program Technicians to assist in Medi-Cal pre-release and suspension process. Allowing the County Department of Social Services (DSS) to suspend and/or activate Medi-Cal benefits for detained youth prior to their release.

This allows Probation and DSS to work cooperatively in providing services to youth and ensure Medi-Cal benefits are re-started or established upon a youth being released from OFFICE OF THE CHIEF PROBATION OFFICER

3333 E. American Ave. / Building 701 / Suite B / Fresno, California 93725

Phone (559) 600-1294 / FAX (559) 455-2488

custody. The existing MOU between Probation and DSS gives the foundation to expand processes to support pre-release Medi-Cal applications. Furthermore, PATH funding would support processes for initial screening Medi-Cal needs for all detained youth and application submittal.

Upon development of the discharge plan, linkages for community providers and resources including housing, higher education, apprenticeships, financial and benefit resources, counseling, and social support will be shared with youth and families.

Reentry goals will ensure that there is a comprehensive continuum of options for placement so that no young person is in confinement longer than necessary. CHI staff, in partnership with youth and families and CBOs will create additional options that re the least restrictive and provide a place where young people can transition upon release from the secure facility. All options for less restrictive alternatives across a variety of settings including:

- Release directly to a family or kinship setting on supervised home detention, or global positioning system (GPS)
- An independent living step-down facility, operated by a community-based partner while CHI youth continue to earn custody credit. This housing/residential alternative continuum will be integrated with probation, is connected to robust and comprehensive support services, resources, and treatment, and is viable alternative to SYTF.
- Living independently with the support of AB12 services where appropriate.

Potential Reentry Partners that the Department may contract with

- YoungSTers for Change a grass-roots organization that provides mentors that have lived experience. They provide direct services and education and community outreach.
- Fresno Barrios Unidos work with gang involved youth to create positive solutions and provides case management services.
- Focus Forward Pipeline to Opportunity Program connects those interested in pursuing higher education (specifically to Fresno City College (FCC) with resources to support educational goals. Biopsychosocial assessment identifying risks, needs and strengths - Across 6 sectors (Life Skills, Medical/Behavioral Health, Relationships, Academic Education, Workforce and Safety)
  - Lived experience peer supports
  - Safe dates workshops Healthy relationships
  - Job Readiness Resume, mock interviews, etc.
  - Money Habitudes Financial literacy
  - Family engagement and Family sessions 12-week Nurturing Parent Program
  - Assessment, case management for household
  - Just Beginning "Baby Elmo Program parent/baby bonding curriculum OFFICE OF THE CHIEF PROBATION OFFICER

3333 E. American Ave. / Building 701 / Suite B / Fresno, California 93725

Phone (559) 600-1294 / FAX (559) 455-2488

- Youth Council Multiple units across the JJC
- Life enrichment opportunities (College tours, excursions)
- The Community Justice Center (CJC), and specifically, COSA, Circles of Support and Accountability. CJC is committed to supporting the development of meaningful LRP options with the full array of evidence-based, community-driven services that support the successful preparation, reentry, and reintegration of all SYTF youth.
- COSA is a proven prosocial community-based support program that circles fill a gap between programming and community-based supervision. Circle members provide concrete support and stabilizing effects such as housing and employment. Circles enable the habits and culture that support desistance through the development and modeling of normal and normative relationships. Circles create a context, which inhibits re-offending because of mutual obligations, monitoring risk in daily life, accountability to the community and reducing the incentive for crime because of creating a stake in conventional life.
- California Justice Leaders supports formerly incarcerated young adults to become the next generation of community leaders.

#### Additional Programming Opportunities

CHI participants will have the opportunity to participate in a variety of activities and groups that are helpful in exploring interests, enjoying free time, and learning additional skills. These programs are typically voluntary but may be recommended if related to the case plan. Common offerings include:

- 12 Step programs support for those with a substance use concern that guides individuals through a series of steps useful in achieving recovery.
- Planned Parenthood provides information on pregnancy prevention strategies, prenatal care, sexual transmitted infections, counseling and testing.
- Focus Forward Mentoring Program weekly meetings at JJC and biweekly upon reentry. Mentors volunteer to serve as trusted persons, credible messengers, and peer supports to help navigate the journey through the juvenile justice system. They provide support to help with successful completion of case plans, probation standards, and connections to helpful services. Activities include friendly interactions, direct assistance with tasks (resume writing, interviewing skills, tutoring, coping skills, achieving goals, etc.).
- Yoga teaches relaxation and stretching exercises to support physical and mental wellbeing.
- Faith Based Services religious services and counseling are available through the Chaplain's office and community volunteer groups. Access to faith-based services is available a minimum of one time per week and individuals may request contact with a personal religious guide. Attendance is always voluntary and alternate activities will be provided those that are not interested in attending religious services.

#### OFFICE OF THE CHIEF PROBATION OFFICER

- California Justice Leaders a program that seeks to help current and formerly incarcerated individuals. Assists with developing a personal statement, achieving educational/employment goals, provides opportunities for community involvement, and family/peer relationships.
- The Rising Scholars Network Juvenile Justice Program is just one of many initiatives aligned with the Vision for Success goals. This program's overarching objective is to expand the number of juvenile justice-involved students participating and succeeding in the community college.
- Project Rebound is a program that supports the higher education and successful reintegration of formerly incarcerated individuals wishing to enroll and succeed at the California State University. By connecting students with critical resources, Project Rebound constructs an alternative to the revolving door policy of mass incarceration and increases community strength and safety.

In addition to services that are provided within the JJC, there are a wide array of organized services available to participants when they are transitioning into the community. This is a partial listing of possibilities.

Sincerely,

Kirk Haynes, Chief Probation Officer

OFFICE OF THE CHIEF PROBATION OFFICER 3333 E. American Ave. / Building 701 / Suite B / Fresno, California 93725 Phone (559) 600-1294 / FAX (559) 455-2488 The County of Fresno is an Equal Employment Opportunity Employer

1	FOR ACCO	U
2	Fund:	
3	Subclass	1
4	ORG:	34
5	Account:	595
6		
7 8		
8 9		
9 10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20 21		
21		
23		
24		
25		
26		
27		
28		