

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

AGREEMENT NUMBER

2023-349-OYCR

AMENDMENT NUMBER

1

Purchasing Authority Number

EXEMPT

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

CONTRACTING AGENCY NAME

California Health and Human Services Agency, Office of Youth 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, 2027

3. The maximum amount of this Agreement after this Amendment is:

\$2,000,000.00 (Two Million Dollars and Zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

(a) The purpose of this amendment is to extend the term to December 31, 2027; and change the point of contacts. The Exhibit A-Statement of Work is hereby amended and replaced entirely, with the attached Exhibit A - Statement of Work (5 pages). All modifications are in Strike-Through, Bold, and Underline.

All other terms and conditions shall remain the same.

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Hanan Q Deputy

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

**CONTRACTOR**

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

County of Fresno

CONTRACTOR BUSINESS ADDRESS

PO Box 1247

CITY

Fresno

STATE

CA

ZIP

93715

PRINTED NAME OF PERSON SIGNING

Ernest Buddy Mendes

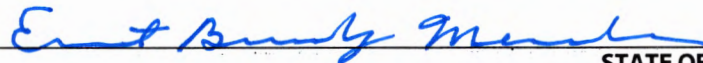
TITLE

Chairman of the Board of Supervisors of the County of Fresno

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3-25-2025



STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

1215 O St, MS 08

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Gloria Earl

TITLE

Deputy Secretary of Administration Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4/2/2025



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Welfare and Institutions Code 2200(k)

## **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-Services-resources-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~~ **2027**.

### 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	<p>The Grantee shall submit Quarterly Reports that include:</p> <ul style="list-style-type: none"><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> <p>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.</p>
1.2	<p>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.</p>

### 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:	<a href="mailto:Khaynes@FresnoCounty.ca.gov">Khaynes@FresnoCounty.ca.gov</a>

OYCR Engagement Manager:	
Name, Title:	<del>Will Lightbourne, OYCR Senior Advisor</del> <b><u>Marcia Rincon-Gallardo</u></b>
Address:	Office of Youth and Community Restoration 925 L Street, Suite 1205, Sacramento, CA 95814
Phone Number:	(916) 217-9078 <b><u>508-9350</u></b>
E-mail address:	<del><a href="mailto:Will.lightbourne@chhs.ca.gov">Will.lightbourne@chhs.ca.gov</a></del> <b><u>Marcia.RinconGallardo@chhs.ca.gov</u></b>

## 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.

1 For accounting use only:

2 Org No.: 34322005

Account No.: 5957

3 Fund No.: 0001

Subclass No.: 10000

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