# 

#### AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated

\_\_\_\_\_\_ and is between North Star Family Center, a California non-profit, 501

(c)(3) corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

#### Recitals

- A. On June 18, 2024, the County and the Contractor entered into an Agreement with North Star Family Center, which is County agreement number 24-314 ("Agreement"), for case management services for the Justice Assistance Grant (JAG) funded Adult Re-Entry Planning Program (ARPP), for in custody and community re-entry evidence-based case management services using Risk, Need, Responsivity (RNR) principles for individuals participating in the JAG ARPP.
- B. On February 25, 2025, the County and the Contractor entered into Amendment No. I to Service Agreement 24-314 to amend Exhibit D, Compensation, by reallocating available funds from the Fixed Assets line item to the Services and Supplies line item to ensure adequate funding for program operations.
- C. Over the course of administering the JAG ARRP, it has become apparent that expanding outreach and services will significantly support the program's goal of reducing gang activity. Therefore, the County desires to expand the program by increasing the participant age group, from 18-30 years of age to 18-40 years of age. The County also seeks to update the case manager to participant ratio from one (1) case manager per forty (40) participants, to one (1) case manager per twenty-five (25) participants. In addition, the Board of State Community Corrections (BSCC) has allowed the County to roll over its previous unspent fund balance to the current contract year and removing the annual maximum to provide the Contractor compensation without increasing the total contract maximum. This expansion will allow the program to serve a larger population and maximize available grant funding before the end of the JAG grant term.

The parties therefore agree as follows:

- 1. Article 3, of the Agreement located at page 3, lines 6-20 is deleted in its entirety and replaced with the following:
  - "3.2 **Maximum Compensation.** The maximum amount payable to Contractor for the period of July 1, 2024 to June 30, 2026 shall not exceed Five Hundred Eighty-Six Thousand, Four Hundred Fifty Dollars (\$586,450).

The Contractor acknowledges that the County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement."

- 2. Exhibit A is deleted, and replaced with the attached new Revised Exhibit A, incorporated by this reference, and made part of this Agreement. All references to Exhibit A in the Agreement shall now refer to Revised Exhibit A.
- 3. Exhibit D of the Agreement, as previously amended, is deleted, and replaced with the attached new Revised Exhibit D, incorporated by this reference, and made part of the Agreement. All references to Exhibit D in the Agreement shall now refer to Revised Exhibit D.
- 4. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.1, and this Amendment No. 2 together constitute the Agreement.
  - 5. The Contractor represents and warrants to the County that:
    - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 2.
    - b. The individual signing this Amendment No. 2 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 2 legally binds the Contractor to the terms of this Amendment No. 2.

- 6. The parties agree that this Amendment No. 2 may be executed by electronic signature as provided in this section.
  - a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment No. 2 to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
  - b. Each electronic signature affixed or attached to this Amendment No. 2 (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 2 for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
  - c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
     subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
  - d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
  - e. This Amendment No. 2 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 2 with an original handwritten signature.
- 7. This Amendment No. 2 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 2.
- 8. The Agreement as previously amended and as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1	The parties are signing this Amendment No. 2 on the date stated in the introductory	
2	clause.	
3 4	NORTH STAR FAMILY CENTER	COUNTY OF FRESNO
5	My Date	
6 7	Mary Dela Torre, Chief Executive Officer 6051 N. Fresno Street, Suite 103	Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno
8	Fresno, CA 93710	Attest: Bernice E. Seidel
9		Clerk of the Board of Supervisors County of Fresno, State of California
10		By: Deputy
12	For accounting use only:	
13	Org No.: 34321975 Account No.: 7295	
14	Fund No.: 0001 Subclass No.: 10000	
15		
16   17		
18		
19		
20		
21		
22		
23		
24		
25 26		
27		
28		

#### Revised Exhibit A

# **Scope of Services**

Contractor shall provide case management services to eligible participants in the Fresno County Probation Department ARPP. Participants are deemed eligible with the following criteria: Individuals who have been or are currently committed in the Fresno County Jail, are 18-40 years of age, are affiliated or previously affiliated with a gang, and are at medium to high-risk to reoffend. The goal of the services provided to the ARPP is to utilize case managers to prepare participants for life after incarceration, so they can lead productive lives and not re-enter the criminal justice system.

- 1) Case Management Services Case Managers will:
  - Participate in and utilize training provided by the Probation Department in EPICS and MI.
  - b) Have a 1:25 case manager to participant ratio.
  - c) Provide services to each participant 60 days prior to release and up to 6 months post release.
  - d) Assess each participant through clinical interviews, administration of the Static Risk and Offender Needs Guide Revised (STRONG-R), and case specific specialized evaluations for mental health, substance abuse, trauma.
  - e) Develop a comprehensive re-entry plan for each participant.
  - f) Use evidence-based RNR Principles.
  - g) Identify and address participants' individual criminogenic needs, dynamic risk factors using MI and Cognitive-Behavioral Therapy (CBT) Strategies.
  - h) Ensure cultural sensitivity through language accessibility, utilization of cultural awareness training, cultural tailoring of interventions, and inclusion of community partnerships.

## 2) Organizational Readiness

- a. Team shall be comprised of qualified experienced professionals with expertise in mental health, counseling, and criminal justice.
- b. Team shall undergo continuous training on latest research and best practices in level of service for case management inventory and other evidence-based practices.
- c. Clinical and associate staff will be transitioned into case manager positions.
- d. Contractor shall provide staff with English/Spanish bi-lingual skills and shall recruit staff who speak other languages responsive to the participants' needs.
- e. Contractor's case managers shall use Contractor-designed vehicles to provide services in various locations and transport participants to services, as needed.

### 3) Implementation Plan to initiate and execute the Program

- a. Beginning with the effective date of the Agreement and continuing through the first month
  - i. Contractor shall identify key roles and responsibilities Transition current staff members with appropriate qualifications and experience to the role of case manager to undergo required trainings in EPICS and MI. Contractor shall provide case managers with additional training which will include policies and procedures, confidentiality, defensive driving, safety, and secure access for professional visitors to jail facilities.
  - ii. Contractor Program and Clinical Director will identify and set up resources and establish internal communication channels for case managers to execute their rolls i.e., technology, software, documentation templates, secure case management system.

#### Revised Exhibit A

- iii. Contractor Program and Clinical Director will identify, develop, and implement data tracking systems for report data collected on a monthly basis to provide monthly and quarterly reports to Probation, and ad hoc reports as requested by Probation.
- b. Case management process that will continue through the term of the Agreement
  - Contractor shall conduct evidence-based needs assessments and develop a case plan for each participant, prior to their release from Jail, to identify stabilization and criminogenic needs.
  - ii. Contractor's case managers shall address each participant's needs through referrals to programs and public agencies within the community with the highest priority given to housing and other stability issued prior to release.
  - iii. Pre-release services to be provided by Contractor to participants including mentoring, family reunification, and pro-social behavior programs.
  - iv. Contractor shall participate in a multi-disciplinary team consisting of case manager, Deputy Probation Officer (DPO), family members, and mentor meeting two weeks prior to release of each participant to review the transition plan and make any necessary changes.
  - v. Contractor's case manager will work with each participant to obtain essential documents (i.e., valid identification, driver's license) and to resolve other issues such as record expungement.
  - vi. Contractor's case manager will coordinate with each participant to purchase essential items (i.e., work boots, work clothes, etc.) up to a limited amount with prior written approval from the assigned DPO and/or Assistant Deputy Chief (ADC). (Approved purchases will be reimbursed upon receipt of monthly invoice and backup documentation.)
  - vii. Upon participants' release from custody, the case manager will make any necessary referrals for services that were not completed prior to release.
  - viii. For up to six months (or longer decided on a case-by-case basis with approval of the DPO and/or ADC), the case manager will monitor progress of each participant and address any issues that hinder the progress of that participant.
  - ix. The case manager will have, at a minimum, weekly meetings with the DPO assigned to the project to address any issues that are hindering the progress of the participants.
  - x. The case manager will document all services provided and all activities conducted with each participant in a secure case management system.
- 4) Goals, Objectives, and Outcomes
  - a. Goal- To assist program participants in building prosocial lives
    - i. Develop positive and socially responsible behaviors
    - ii. Foster personal growth
    - iii. Contributing to the well-being of the community
  - Goal- Break cycles of adversity and creating opportunities for the participants to lead fulfilling crime free lives
  - c. Objectives Provide:
    - i. Assessments
    - ii. Evidence-based interventions
      - 1. Anti-criminal modeling
      - 2. Effective reinforcement and disapproval

#### Revised Exhibit A

- 3. Problem solving
- 4. Structured learning
- 5. Effective use of Authority
- 6. Cognitive restructuring
- 7. Relationship skills
- iii. Monitoring participant progress
- d. Outcomes- Participants will: (as need is indicated in an individualized plan)
  - i. Achieve vocational goals
  - ii. Achieve rehabilitation
  - iii. Use referrals to access needed services
  - iv. Obtain identification/driver's license
  - v. Obtain housing security
  - vi. Improve health mental and physical
  - vii. Engage in prosocial activities
  - viii. Avoid encounters with law enforcement/probation violations

#### 5) Location

- a. North Star Wellness Center, Forensic Division (2 approx. 200 square feet offices)
  - i. Address: 659 W. Shaw Ave, Fresno, CA 93710
  - ii. Phone number: (559) 477-9668
- b. North Star Wellness Center
  - Address: 6051 N. Fresno Ave, Suite 103, Fresno, CA 93710
- c. Hours of Operation Standard business hours
  - i. Monday Friday
  - ii. 8:00am 4:30/5:00pm
  - iii. Flexible hours will be available to meet participants' needs (evening hours and weekends) as needed.

#### Revised Exhibit D

#### Compensation

The Contractor shall receive compensation for services rendered as outlined in this Revised Exhibit D. The Contractor is not entitled to any compensation except as expressly provided in this Revised Exhibit D. Compensation paid to Contractor shall not exceed the Agreement maximum compensation of \$586,450.

# CASE MANAGEMENT SERVICES FOR JAG PARTICIPANTS:

Case Ratio: 1 Case Manager to 25 participants		
Category	Amount	
Salaries & Benefits	\$ 434,304.00	
Services & Supplies	<u>\$ 75,750.00</u>	
Overhead Administrative Costs	\$ 76,396.00	
Total budgeted	<u>\$ 586,450.00</u>	

**Salaries and Benefits:** Case Manager salary is determined by an hourly rate ranging from \$28.00 to \$34.00. Benefits are included in the hourly rate. Each case manager will maintain a 1:25 case ratio.

**Services & Supplies:** Cover training, assessment tools, technology software, educational materials, utilities, office space maintenance, communication, and travel expenses (including mileage), and basic office materials.

Overhead Administrative Costs: Comprising 15% of the total annual budget, these costs cover facility operation (insurance), upkeep of designated vehicles, and administrative support staff. Overhead Administrative Costs are based on the monthly actual expenditures of Salaries & Benefits + Services & Supplies.

Note: Reallocation of funds between budget categories may occur as needed, provided the total compensation does not exceed the maximum amount authorized.