

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 2023-352-OYCR	PURCHASING AUTHORITY NUMBER (If Applicable) Exempt
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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 Sonoma

2. The term of this Agreement is:

START DATE

January 15, 2024

THROUGH END DATE

January 31, 2026

3. The maximum amount of this Agreement is:

\$1,400,000.00 (One million, four hundred thousand 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.

Exhibits	Title	Pages
Exhibit A	Statement of Work	5
Exhibit B	Budget and Payment Details	2
Exhibit C *	General Terms and Conditions (GTC 04/2017)	1
+ - Exhibit D	Sonoma County Letter of Interest for Less Restrictive Programs	4

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.

CONTRACTOR

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

County of Sonoma

CONTRACTOR BUSINESS ADDRESS

585 Fiscal Drive, Suite 100

CITY

Santa Rosa

STATE

CA

ZIP

95403

PRINTED NAME OF PERSON SIGNING

Vanessa Fuchs

TITLE

Chief Probation Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

1215 O Street, Floor 11

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Sonia Herrera

TITLE

CalHHS Deputy Director of Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Welfare and Institutions Code section 2200(k)

EXHIBIT A – STATEMENT OF WORK

This Grant Agreement (Agreement) reflects the consideration or services to be provided by County of Sonoma, Probation Department (Sonoma 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). Sonoma County responded. Following discussions between OYCR and Sonoma, this grant is provided to support the transitions 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 January 15, 2024 (Effective Date) and continue through January 31, 2026.

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 \$1,400,000. 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"> a) Grant activities performed during the quarter. b) Cumulative grant activities performed during the term of the grant. c) Grant Funds disbursed by the Grantee, including amount, purpose, and recipient. <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. The Grantee may also use these funds to pay the services of a contracted evaluator.</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:	Brad Hecht, Administrative Services Officer
Phone Number:	707.565.2301
E-mail address:	Brad.Hecht@sonoma-county.org

OYCR Engagement Manager:	
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.

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 3rd 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	\$700,000
2	Year 2	June 2024	\$700,000
Maximum Amount Payable			\$1,400,000

- 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.
- 1) The email must contain the following in the subject line:
 - Agreement Number # 2023-352-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 2023-352-OYCR.
 - IV. Invoice Amount.
 - V. Description of anticipated services.
 - 3) Any other supporting documentation as required in this Agreement must be 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.

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.

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>



VANESSA FUCHS
CHIEF PROBATION OFFICER

Dear Mr. Lightbourne and all members of OYCR's LRP team:

The Sonoma County Probation Department is interested in participating in OYCR's Less Restrictive Placement program to help quickly transition youth in our SYTF to the community. Our program would serve approximately seven secure track youth and build upon a foundation of well-established organizations, many of whom already provide in-reach services in our juvenile hall. OYCR's funding will help us develop a more robust and successful program.

Under our proposal, we will build individualized yet structured institutional rehabilitative plans, providing youth clear benchmarks to qualify for release to an LRP. We will focus on preparing youth to live independently and pro-socially in the community by providing services that progressively transition them toward that goal. To that end, a team of probation and juvenile hall staff will regularly review progress with participating youth. We will also provide participants opportunities to accept responsibility for their criminal behavior, typically through restorative practices. Following completion of a LRP, which we expect to last at least one year, the youth will then transition to community supervision.

While we would handle each case individually, most youth will follow a consistent phased program geared at early releases based on progress and length of base term. As part of the process, participants will make a presentation to the court showing their readiness for an LRP. Additionally, youth making solid progress could request passes to visit community providers.

We will release youth to stable living environments, with goals already in progress, and a clear list of action steps to undergo from day one. A case worker, paid mentor, and other established professional supports will guide participants through the process of transition to LRP, seamlessly continuing robust carceral services in the community. Initially, participants will receive more intensive monitoring, including remote, in person, and electronic monitoring. Over time, monitoring and frequency of probation contact will decrease as participants progress through their individualized rehabilitative plans (IRP) and comply with court orders. Youth having setbacks on IRP goals or who violate the terms of their release could return to an earlier phase of the program with more enhanced monitoring and contact.

As needed, we would deploy OYCR grant funds for participants' housing and other necessities. Participants would need to transition to full independence from probation services, however, to successfully complete supervision.

Finally, we would work with OYCR to determine specific measures of success and use an independent research firm to evaluate outcomes.

Our department works with many community providers that can begin services in juvenile hall and transition to the community. Below is a list of some partners that we anticipate involving in LRPs that we have formal/pending contracts with, while others we simply work with in partnership but there is no formal contract, and one is a program operated by our Department.

- Social Advocates for Youth (SAY): SAY provides an array of transitional age youth services, such as emergency housing, transitional housing, and career and education preparedness. Notably, SAY operates The Dream Center, a long-term dormitory-style living center that combines private rooms and shared spaces, other structured living environments, and case management to help youth obtain permanent housing. SAY also provides counseling and tattoo removal.
- REACH (Re-Entering our community to achieve Academic success, good Character and a Healthy lifestyle): REACH has a long history of providing professional mentors to probation-involved youth. REACH works with youth in and out of custody and can provide transportation and guidance for youth attending various appointments, support for youth learning to shop independently, and provide support in pro-social recreational activities.
- The LIME Foundation: Provides career readiness services, including the NextGen Trades Academy, which help probation youth research and prepare for vocational careers.
- Seneca Family of Agencies: Provides intensive case management to youth and their families when youth are stepping down from residential care or experiencing difficulties in at least two life domains.
- Restorative Resources: Facilitates restorative justice conferences, in which an offending youth, impacted parties, and supporters are brought together with a facilitator to discuss the incident and the harm it has brought. At the end of the conference, participants reach an agreement on how the youth can make amends to the parties.
- Lifeworks of Sonoma County: Provides trauma-focused cognitive behavioral and family therapy.

- VOICES Sonoma: Operates a transitional age youth drop-in resource center with a variety of resources and a focus on trauma-informed care. Programs include health and wellness, career and education development, and an independent living program.
- Santa Rosa Junior College: Our community college offers over 100 majors and 150 certificates. Notably, the Second Chance Club is a student-led club to help formerly incarcerated students achieve their academic goals.
- CDCR Pine Grove Fire Camp: Provides housing, care, and training for youth pursuing a career in firefighting.
- Conservation Corps North Bay: This is the oldest youth conservation corps in the country. Conservation Corps provides paid work experience, education, and vocational training for a variety of fields.
- Humanidad Therapy and Education Services: This multicultural community mental health agency offers mentorships for youth considering a career in community mental health.
- San Francisco Forensic Institute: Provides treatment for youth adjudicated for sex offenses.
- Lifelong Connections Permanency Team: Helps youth find safe and supportive families who commit to youth in a variety of ways such as providing a home for the holidays and sending birthday cards.
- BI Incorporated: Provides GPS and alcohol monitoring devices.
- VCheck24: Provides a phone app that includes GPS monitoring and communication capabilities.
- RDA Consulting: Provides evaluation services for juvenile justice programs.
- Vista Academy: Vista Academy (Vista) is an intensive, community-based, after-school program intended to supervise, assist, and serve juveniles aged 14-17. Vista provides intensive services that are designed to structure a significant amount of a minor's free time over a period of several months. Participants are offered transportation to and from the program, an evening meal, organized recreation, cultural activities, and life skills development. Program staff will link youth to appropriate services and activities to support their success after leaving the program.
- Day Reporting Center: The Day Reporting Center (DRC) is a service center for adults on Probation and staffed by Deputy Probation Officers and other Probation staff who work in collaboration with service providers. Programming

at the DRC follows the Risk-Need-Responsivity (RNR) model and is designed to reduce reoffending by working on issues connected with criminal behavior, and by increasing stability.

- City of Santa Rosa Guiding People Successfully (GPS) Program: The City of Santa Rosa Violence Prevention Partnership's Guiding People Successfully (GPS) program is a multi-disciplinary effort of local government, law enforcement, faith community, schools, business, and community-based organizations working together to provide trauma-informed, wraparound services to help address the root causes of violence in the community.

We appreciate this opportunity to strengthen our LRP services and look forward to submitting a formal proposal. Please contact me for any additional information you might need.

Sincerely,

Vanessa Fuchs

VANESSA FUCHS (she/her)

Chief Probation Officer

Sonoma County Probation Dept.

707.565.2732 Direct

