

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 2023-330-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 El Dorado

2. The term of this Agreement is:

START DATE

October 19, 2023

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement is:

\$100,000.00 (One 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	3
Exhibit B	Budget and Payment Details	2
Exhibit C *	General Terms and Conditions (GTC 04/2017)	1
+ -	Exhibit D DETAILS ON LESS RESTRICTIVE PROGRAM GRANT	2

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 El Dorado

CONTRACTOR BUSINESS ADDRESS

360 Fair Lane

CITY

Placerville

STATE

CA

ZIP

95667

PRINTED NAME OF PERSON SIGNING

Brian Richart

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

Deputy Director of Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Assembly Bill 207

EXHIBIT A – STATEMENT OF WORK

This Grant Agreement (Agreement) reflects the consideration or services to be provided by County of El Dorado (El Dorado 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

OYCR solicited and El Dorado responded to an invitation to apply for funding to demonstrate successful transitions for youth from Secure Youth Treatment Facility (SYTF) placement to Less Restrictive Programs (LRPs). El Dorado proposed the transition of one SYTF youth and sought support for the youth for two years. The transition to LRP status is subject to judicial approval and will begin with furloughs/temporary releases, possibly work at the community college, increased college attendance at CSU Chico, and ultimately community living at CSU. Additional detail on the plan is provided in Exhibit D.

2. TERM

The term of this grant agreement is October 19, 2023 (Effective Date) through September 30, 2025, if the youth continues to live in LRP or community settings.

3. WORK LOCATION

The Grantee will perform work either 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 \$100,000. Additional cost and invoicing details are in Exhibit B, Budget and Payment Details.

5. SCOPE OF SERVICES / CONSIDERATION

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

- 5.1 The Grantee shall submit Quarterly Reports that include:
 - a) Grant activities.

- b) Funds disbursed by category (e.g., staff, travel, materials, meeting refreshments, etc.).

Note: Grant funds are intended to support the youth’s transition to and living expenses in LRPs and community, including income support, housing costs, transportation, education and vocational programs, and needed supportive services.

5.2 The Grantee shall collaborate with the Office of Youth and Community Restoration to design a mutually agreeable process to track and provide information, data, 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

Deliverable Title	Task Number	Due to OYCR
Quarterly Report	5.1	Quarterly
Outcomes information or data	5.2	As agreed upon.

7. POINTS OF CONTACT

The contacts in the tables below may be changed upon written notification and without the need a contract amendment.

El Dorado (Grantee) Engagement Manager(s)		
Name, Title:	Kaci Smith, Superintendent, Juvenile Treatment Center	Riann Giovacchini, Mental Health Program Coordinator
Address:	1041 Al Tahoe Blvd, South Lake Tahoe, CA 96150	
Phone Number:	530-573-7985	530-573-7982
E-mail address:	Kaci.Smith@edcgov.us	Riann.Giovacchini@edcgov.us
OYCR Engagement Manager		
Name, Title:	Will Lightbourne, OYCR Senior Advisor	
Address:	1125 O Street, Floor 11, 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.

Second level, OYCR Counsel, Alisa.Hartz@chhs.ca.gov or designee.

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.

12. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Kaci Smith, Superintendent, Juvenile Treatment Center, Probation Department, or successor.

13. ELECTRONIC SIGNATURES

Each party agrees that the signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

EXHIBIT B - BUDGET AND PAYMENT DETAILS

1. INVOICE AND PAYMENT

Upon contract execution, in accordance with Government Code, Article 1, Chapter 3, Part 1, Division 3, Title 2, the Grantee may submit an invoices for two advance payments of \$50,000 each, maximum amount payable not to exceed \$100,000. Advance payments shall be in accordance with Section 8453 of the State Administrative Manual and Government Code, Section 11257.

Line	Invoice	Estimated Date of Invoice	Invoice Amounts
1	Invoice #1	October 30, 2023	\$50,000
2	Invoice #2	October 30, 2024	\$50,000

Payments shall be made in accordance with the State of California's Prompt Payment Act (Government Code § 927 et seq.).

Invoices must be submitted via email to CHHSInvoices@chhs.ca.gov

- A. The email must contain the in the subject line Agreement Number # 2023-330-OYCR and Grantee invoice number.

- B. Invoices must be in PDF format and contain the following information:
 - I. Grantee's letterhead.
 - II. Signature from authorized company official.
 - III. Agreement Number 2023-330-OYCR.
 - IV. Invoice Amount.
 - V. Description of anticipated services.

2. EXPENSES ON QUARTERLY REPORT

The Grantee shall provide a detailed accounting all applicable grant expenditures in the Quarterly Report described in Exhibit A, Section 5.

3. 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.

4. 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.

5. 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.

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 - DGS 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>

EXHIBIT D – DETAILS ON LESS RESTRICTIVE PROGRAM GRANT

1. What programming was utilized over what period to help the youth progress to this point?

The youth has been at the Juvenile Treatment Center (JTC) for approximately two years and has participated in all regular programming to include, daily treatment groups, individual therapy, substance use treatment, and education. The youth recently graduated from the local community college, Lake Tahoe Community College/ Rising Scholars Program with his AA degree. He participated in the graduation and walked in the ceremony with his graduating class. He also participated in a Barbeque banquet with the Rising Scholars Program. He will attend California State University (CSU) Chico for his Bachelor's degree in Sociology in the fall. Services were also tailored to meet the needs of the youth which included Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Family Therapy, Vocational skills training within the facility, and two culinary classes in which the youth earned a certificate and four college education credits. The youth participates in weekly guitar lessons and yoga instruction in which he is working towards obtaining his yoga teaching certificate. The youth also learned skills in gardening and managing and caring for a fish aquarium.

2. In the 6–10-month period ahead that seems to be the likely period leading up to the youth's release from the SYTF, what additional programming and transitional services are anticipated?

The youth is enrolled in CSU Chico as a full-time student and most of his time will be dedicated towards meeting his educational goals.

The youth is scheduled to start additional vocational skills training in the kitchen at the JTC and there is also an employment opportunity at Lake Tahoe Community College Rising Scholars Program. In addition, CSU Chico's Project Rebound will employ a few students to support their initiative both on campus and possibly an incarcerated student. If the youth is still at the JTC this could be a potential opportunity for the youth. NCCT is also an option for the youth to obtain skills in the construction industry.

Recently the youth obtained his California ID card and a bank account. Staff are diligently working with the youth to prepare him for reentry into the community. Also, his assigned CASA is extremely involved with the youth and is planning and developing resources for the youth anticipating his release.

3. What kind of stages of step-down are planned (furloughs, etc.)?

There are furloughs/ temporary releases built into the youth's program. Currently all temporary releases need court approval however, El Dorado County Probation supports this when determined appropriate. Temporary releases will be utilized for the youth to demonstrate learned skills in the community. Another part of the step-down/ transition process is to assist the youth in establishing employment within the South Lake Tahoe Community. Working for the Lake Tahoe Community College/ Rising Scholars Program is an excellent opportunity for the youth.

4. As the youth transitions to LRPs, what services are anticipated?

The youth could benefit from case management services which community and online providers have been identified (see letter of interest). The youth will be connected to Project Rebound at CSU Chico and he could also still be involved with the Rising Scholars Program at Lake Tahoe Community College. Both could help with the youth's education, financial assistance, and possibly housing. They also both offer employment opportunities. The Department of Rehabilitation is also an excellent resource to assist the youth with his education and employment opportunities. There are many factors that could impact the youth's future and direction. All resources listed in the letter of interest are easily accessible and

could be readily available to the youth. Much of the youth's future will depend on the choices he makes for his future with the courts input.

5. What service/cost/resource gaps are foreseen, and the estimated budget for those? Will that include direct income assistance to the youth?

The youth will need assistance with housing (rent & deposit), furniture, furnishings/ household items, kitchen supplies, utensils, etc. He will also need financial assistance for groceries, access to laundry services, transportation etc. Most of these items will not be provided by resources listed. I would estimate that without assistance the youth would need approximately \$50,000 yearly until fully established.

6. How will your department track the youth's progress, success, and setbacks, if any?

The youth will remain on probation at time of reentry. El Dorado County Probation Department will weigh success on the youth accomplishing his education goals, finding steady employment, stable housing, remain free from alcohol and other substances, and not violating conditions of his probation. Due to the youth being on probation, he will be closely monitored and progress, success, and setbacks if any, will be documented. Establishing quality assurance measures could help track these items.

7. How will your department share the outcome information with OYCR?

El Dorado County Probation will share outcomes through reporting mechanisms established by OYCR.