

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

128



**FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**SUBMITTAL DATE:**  
December 4, 2012

**SUBJECT: REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT  
[CS-02593] WITH OAK GROVE INSTITUTE FOUNDATION INC.**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chair of the Board to sign the Professional Services Agreement [CS-02593] with Oak Grove Institute Foundation Inc., in the amount of \$490,354.08 for the period of December 1, 2012-June 30, 2013, which contains the option to renew the Agreement for three (3) additional one-year periods at \$840,607 annually;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and
3. Authorize the Director of the Department of Public Social Services (DPSS) to administer the Agreement.

*Susan Loew*

Susan Loew, Director

**FINANCIAL DATA**

Current F.Y. Total Cost: \$ 490,354.08  
 Current F.Y. Net County Cost: \$ 0  
 Annual Net County Cost: \$ 0

In Current Year Budget: Yes  
 Budget Adjustment: No  
 For Fiscal Year: 12-13

**SOURCE OF FUNDS:**

Federal Funding: 57.2% State Funding: 0%; County Funding: 0%;  
 Realignment Funding: 42.8%; Other Funding: 0%

Positions To Be Deleted Per A-30

Requires 4/5 Vote

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Cournoyer*  
 Debra Cournoyer

County Executive Office Signature

Policy  Policy

Consent  Consent

Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All

Agenda Number:

3.26

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
 BY: *Elena M. Boeva* 11-19-12  
 ELENA M. BOEVA

PURCHASING & FLEET SERVICES  
 Robert Howdysheh, Director

DATE: *11-19-12*  
 Concurrence

**TO:** BOARD OF SUPERVISORS

**DATE:** December 4, 2012

**SUBJECT:** REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT [CS-02593] WITH OAK GROVE INSTITUTE FOUNDATION INC.

**BACKGROUND:**

The Independent Living Program (ILP) was authorized by Public Law (P.L.) 99-272 in 1986, through the addition of section 477 to Title IV-E of the Social Security Act. The Act provided funds for programs to facilitate the preparation of Foster Care youth, ages 16 to 21, to acquire specific life skills competencies enabling youth to become independent adults.

The U.S. Department of Health and Human Services ILP Program supports the provisions of services to help youth prepare for the transition from living within the child welfare system to living on their own as healthy, safe, and productive adults.

**PRICE REASONABLENESS:**

On March 7, 2012, County Purchasing released competitive bid DPARC-264 for Emancipation and Independent Living Program Services. The bid closed on April 16, 2012; the County received ten (10) responses.

The Evaluation Committee took great care in reviewing and evaluating each proposal. After months of review, evaluation and negotiations, the Evaluation Committee found Oak Grove Institute Foundation Inc., d.b.a. Oak Grove Center, to be the lowest cost and the most responsive and responsible bidder, submitting an annual cost not to exceed \$840,607. The other bidders proposed fees ranged from \$880,000 to \$1,368,203. As such, the Evaluation Committee recommends Oak Grove Center be awarded a contract contingent upon Board of Supervisors' approval.

Oak Grove Center has provided services to disadvantage youth for the last twenty (20) years. Oak Grove has successful programs, such as the DPSS Wraparound Program, that serve foster youth. Additionally, Oak Grove has provided independent living program services since 1996. Oak Grove's current Independent Living Program offers a full range of services designed to assist and support emancipating foster youth in their transition to independent living.

The Department of Public Social Services would like to respectfully request the Board accept the Evaluation Committee's award recommendation, and approve a Professional Services Agreement with Oak Grove Institute Foundation Inc. for the period of December 1, 2012 through June 30, 2013, with three (3) one-year renewal options.

**FINANCIAL:**

Federal Funds- 57.2%; State 0 %; County 0%; and Realignment 42.8%. The total cost for FY 12/13 will be \$490,354.08, covering a seven (7) month period. Thereafter, the total FY cost shall not exceed \$840,607.

**ATTACHMENTS:**

1. Three (3) original copies of Professional Services Agreement CS-02593 with Oak Grove Institute Foundation Inc.

**CONCUR/EXECUTE** – County Purchasing

SL:PR:eps/clh

*Original 1 of 4*

**Riverside County Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503**

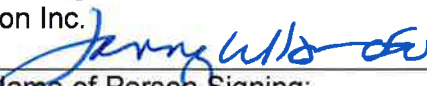
**SERVICES CONTRACT:** CS-02593  
**CONTRACTOR:** Oak Grove Institute Foundation Inc.  
**CONTRACT TERM:** December 1, 2012 - June 30, 2013  
**MAXIMUM REIMBURSABLE AMOUNT:** \$490,354.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Emancipation and Independent Living Program Services;

WHEREAS, Oak Grove Institute Foundation Inc. is qualified to provide Emancipation and Independent Living Program Services;

WHEREAS, DPSS desires Oak Grove Institute Foundation Inc., hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for Oak Grove Institute Foundation Inc. 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Tammy Wilson
Title: Chair, Board of Supervisors	Title: Chief Executive Officer
Address: 10281 Kidd St. Riverside, CA 92503	Address: 24275 Jefferson Avenue Murrieta, CA 92362
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY: *Elena M. Boeva* *11-19-12*  
 ELENA M. BOEVA DATE

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LIST OF EXHIBITS

- Exhibit A- ETO Referral Form
- Exhibit B- ETO Sublicense Agreement
- Exhibit C- Special Incident Reporting
- Exhibit D- DPSS 2076A, DPSS 2076B & Instructions
- Exhibit E- Line Item Budget and Narrative
- Exhibit F- Assurance of Compliance

## CONTRACT TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "After-Care Youth" refers to former foster youth eligible to receive ILP services between the ages of sixteen (16) through twenty-one (21) for whom court dependency has been terminated.
- B. "Contractor" refers to Oak Grove Institute Foundation Inc.
- C. "CSD" refers to the Riverside County Department of Social Services, Children's Services Division.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- E. "ETO" refers to the Efforts to Outcome software for reporting.
- F. "In-Care Youth" refers to youth eligible to receive services that are currently court dependents with an active CSD case and are between the ages of sixteen (16) through twenty-one (21).
- G. "ILP" refers to the Independent Living Program.
- H. "Seminars" refers to educational discussion groups to present and discuss specific topics relevant to ILP youth and their foster care providers.
- I. "Special Events" refers to events in a centrally located site that afford youth the opportunity to learn about and participate in a wide range of services. Examples include, but are not limited to, college tours and career fairs.
- J. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- K. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- L. "TILP" refers to Transitional Independent Living Plan, a written service delivery plan available on the Child Welfare Services/Case Management Services (CWS/CMS) that identifies the youth's current level of functioning, emancipation goals and the specific skills needed to prepare the youth to live independently upon leaving foster care. The plan is mutually agreed upon by the youth and the social worker/probation officer.
- M. "Workshops" refer to brief, intensive educational programs for youth and their foster care providers that emphasize participation in problem solving.

## II. BACKGROUND

The Independent Living Program was authorized by the Foster Care Independence Act of 1999 (Public Law 106-169) with the goal of providing training, services and programs to assist current and former foster youth achieve self-sufficiency prior to and after leaving the foster care system. Upon emancipation, youth ought to be sufficiently equipped with life skills to function as healthy, productive, and responsible self-sufficient adults.

The Riverside County Independent Living Skills Program mission is to promote: Education, Employment, Permanency, Health & Safety, and to provide current and former foster youth with resources that promote their self-sufficiency and independence.

## III. OBJECTIVES

Contractor shall:

- A. Provide emancipation and independent living skills services to all eligible Riverside County dependents and emancipated youth between the ages of sixteen (16) and twenty-one (21) years pursuant to applicable California legal mandates.
- B. Provide case management to all eligible Riverside County Emancipated youth.
- C. Increase the number of emancipating youth who obtain an education by: graduating from High School, receiving a General Equivalency Degree (GED), receiving a High School Proficiency Certificate, completing a Vocational Education Program, or graduating from a two-year or four-year college, or beyond;
- D. Increase the percentage of youth who are employed and/or have additional means of financial support to provide for themselves;
- E. Increase youth lifelong connections with reliable relatives and non-relatives; assist in securing stable housing; and
- F. Increase the number of youth receiving ILP Life Skills Services in order that youth learn basic living skills to increase knowledge in the areas of health and safety, risky behavior, and healthy lifestyles, with practical application and are able to transition to independence as adults.

## IV. DPSS RESPONSIBILITIES

DPSS shall:

- A. Assign staff to be liaison between DPSS and the Oak Grove Institute Foundation Inc.
- B. DPSS may monitor the performance of the Oak Grove Institute Foundation Inc. in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Refer youth to be served, and will provide case management functions as required by California Department of Social Services (CDSS) regulations to in-care youth.

- D. Complete an assessment and Transitional Independent Living Plan (TILP) for each in-care youth, identifying needed skills and knowledge, and provide ongoing case management.
- E. DPSS shall provide the Contractor with a completed TILP, and a copy of the Youth's assessment, when referring in-care youth to the Contractor for services.
- F. Complete ETO Referral Form in the ETO system, attached hereto as **Exhibit A** and incorporated herein by this reference.

#### IV. CONTRACTOR RESPONSIBILITIES

##### A. SCOPE OF SERVICE

1. Assign staff to be liaison between the Oak Grove Institute Foundation Inc. and DPSS.
2. Contractor shall adhere to all stipulations contained in Request for Proposal DPARC-264 Emancipation and Independent Living Program Service and any related documents.
3. Contractor shall also adhere to all stipulations contained in Contractor's Proposal response to Request for Proposal DPARC-264 Emancipation and Independent Living Program Service and any related documents.
4. Contractor shall use the ARISE and Resiliency model framework focusing on, but not limited to: Anger Management; Substance Abuse and Guns; Domestic and Sexual Abuse; Violence and Conflict; Self-Esteem; Learning Strategies and Time Management; Networking, Jobs, and Money; Health and Hygiene; and Nutrition and Exercise.
5. Contractor shall achieve the following Program Outcome Measures:
  - a. Daily Living Skills: 25% increase in youth total Mastery Score at the end of the ILP course (as compared to pre-test measure). Mastery Score shall include the average percent increase in the following categories: Communication, Daily Living, Self-Care, Social Relationships, and Work/Study Skills.
  - b. Education: 70% of all clients enrolled in ILP course will earn a majority of their school credits at ILP course completion.
  - c. Employment: 70% of youth shall make progress on vocational goals as evidenced by obtaining some form of employment, volunteer work experience, or completion of the job related goals on the ILP Plan.
  - d. Permanency: 85% of youth will complete a Permanency Pact, defined as a pledge by a supportive adult to provide specific supports to a young person in foster care with a goal of establishing a lifelong, kin-like relationship.

If the need arises to deviate from the above, flexibility shall be allowed so that, upon mutual agreement, DPSS and Contractor can make adjustments that best meet the needs of youth and program. If changes are deemed appropriate, DPSS shall incorporate such changes by amendment.

6. Contractor shall accept referrals from DPSS for after-care youth to provide all ILP services; and accept referrals from DPSS for in-care youth to provide life skills workshops, seminars and special events. Contractor shall provide services that are current, relevant, and consistent with the Transitional Independent Living Plan (TILP).



7. Contractor shall adhere to the current DPSS referral process and shall adhere to any future changes in the referral process stipulated by DPSS. Such changes shall be communicated to Contractor in advance.
8. Contractor shall implement service delivery processes that ascribe to utilizing the concepts of the Ansell-Casey Life Skills Assessment and Positive Youth Development. Positive Youth Development is an approach towards all youth that builds on their assets and their potential, and helps counter the problems that may affect them. The Ansell-Casey Life Skills Assessment shall be given at intake and will be used, along with the youth's TILP, to determine what areas of independent living need to be strengthened and identifies which instruction modules are needed.
9. Contractor shall deliver outcome driven services and identify factors that accurately reflect the youth's progress towards the stated goals: Education, Employment, Permanency, Daily Living Skills, and Health and Safety.

Services provided to youth shall be evaluated based on pre-test scores compared to post-test scores, and satisfaction surveys related to the quality and perceived usefulness of material learned. Measures that signify progress toward the stated goals of Education, Employment, Permanency and Daily Living Skills shall be developed and implemented within one (1) year from execution of Agreement.

10. Contractor shall be responsible for actively linking ILP youth with needed services. Contractor shall follow-up to verify that the link was successful.
11. Contractor shall not refer a youth to a third party to address the original reason for ILP referral without prior approval from the assigned social worker or designated County liaison (e.g., DPSS Social Worker refers youth to Contractor for employment help. Contractor then refers youth to a third party to receive employment help rather than providing the help to the youth). Documentation of the services obtained for the youth must be provided to the assigned social worker or designated County liaison.
12. Contractor shall develop a procedure for scheduling all ILP activities that meet the needs of ILP youth and share this procedure with DPSS.
13. Contractor shall maintain accurate case records of all services provided.
14. Contractor shall contact youth's assigned social worker by telephone or email at least monthly, when warranted. It is expected that Contractor shall contact the assigned social worker more frequently, when necessary.
15. Contractor shall provide workshops and services to all eligible program youth. Workshops and services shall be provided throughout the year and shall include coaching, mentoring, and formal ILP instruction. ILP Workshops shall be designed as Level 1: Basic ILP Skills and Level 2: Advanced ILP Skills. Level 1 workshops shall repeat so that youth may enter the program at any time. Level 2 workshops shall span the course of one (1) year and shall include the comprehensive ILP curriculum spread over four (4) quarters that consist of ten (10) weeks.

Each quarter shall consist of the following format:

- a. Workshops (Weeks 1-7)
  - (1.) Quarter 1: Education, Job Seeking, and Job Maintenance Skills

- (2.) Quarter 2: Social Skills, Food Management, Home and Safety
- (3.) Quarter 3: Personal Care, Health, Housing, Pregnancy Prevention, Parenting and Child Care
- (4.) Quarter 4: Money Management, Transportation, Community Resources Understanding the Law, and Recreation

b. Seminar (Weeks 8-9)

- (1.) Quarter 1: Army and Navy plus Job Opportunities
- (2.) Quarter 2: Nutrition Safety and Healthy Meals
- (3.) Quarter 3: Certified Drug and Alcohol Coordinator and Nurse Apartment Manager, Housing Options, Transportation Access
- (4.) Quarter 4: Buying a Car, Dealing with the DMV, Safety Awareness and Being a Responsible Adult, Mock Car Dealership

c. Special Event (Week 10)

- (1.) Quarter 1: Job Interviews, Readiness; Awards Dinner-Cultural Awareness, Celebration and Sharing
- (2.) Quarter 2: Holiday Dinner. Youth shall plan and prepare dinner of families and other participants for Culmination Celebration-Awards-Recognition Dinner
- (3.) Quarter 3: Culmination Celebration Family Style Dinner and Appreciation
- (4.) Quarter 4: Family Style BBQ including learning how to prepare and execute a BBQ

If the need arises to deviate from the above, flexibility shall be allowed so that Contractor can make adjustments that best meet the needs of youth and program. However, Contractor shall consult with DPSS so that changes are communicated and agreed upon, prior to implementation of change.

- 16. Contractor shall secure presenters and trainers for workshops and seminars, who are engaging, motivating and knowledgeable concerning challenges faced by youth today. Presenters are expected to address youth in an effective manner. Success and effectiveness of speakers will be determined by participants' evaluations, in addition to, pre-and post-test scores. Contractor shall ensure presenters and trainers are held to this standard by conducting evaluation and tests at workshops and seminars, in addition to monitoring participants' feedback.
- 17. Contractor shall provide access to computers for program youth at all facilities and shall use computers for instruction when appropriate.
- 18. Contractor shall offer and facilitate seminars, workshops, and special events that are relevant to each target population group tailored for maximum effect. For example, high school seniors who are considering continuing their education are eligible for financial aid. A workshop, which includes the completion of Free Application for Federal Student Aid (FAFSA) and financial aid applications, should be held a minimum of sixty (60) days prior to the due date for submitting these forms.
- 19. Contractor shall provide incentives in the form of gift cards, electronic devices and other monetary or non-monetary gifts to youth that participate in ILP program services. An Incentive Policy shall be developed by Contractor within three (3) months from execution of agreement, and shall be provided to DPSS for approval. Once approved, Contractor shall follow the Incentive Policy.

20. Contractor shall ensure services are culturally, linguistically, age and developmentally appropriate to the target population by evaluating youth's needs and goals based on, but not limited to, developmental level, age, language and cultural aspects influencing goals and tailoring service delivery based on those needs.
21. Contractor shall adhere to the following schedule for drop-in hours, workshops and seminars:
  - a. Murrieta Campus
    - (1.) Drop-In Hours: Tuesday and Thursday 3:00 p.m.-4:30 p.m.
    - (2.) Workshops and Seminars: Tuesday 4:30 p.m.-6:30 p.m.
  - b. Perris Campus
    - (1.) Drop-In Hours: Tuesday and Thursday 3:00 p.m.-4:30 p.m.
    - (2.) Workshops and Seminars: Thursday 4:30 p.m.-6:30 p.m.
  - c. Riverside Campus
    - (1.) Contractor shall establish a schedule and secure a location in the Greater Riverside Area no later than January 6, 2013. Schedule and location shall be provided to DPSS Contracts Administration Unit for dissemination.
  - d. Desert Campus
    - (1.) Contractor shall establish a schedule and secure a location in the Riverside County Desert Area no later than January 6, 2013. Schedule and location shall be provided to DPSS Contracts Administration Unit for dissemination.
22. Contractor shall provide twenty-four (24) hours per day, seven (7) days per week response to ILP youth for emergency needs during after-hours and regular business hours. Contractor shall be expected to address and meet the youth's emergency need (e.g., provide motel voucher, assist with placement in emergency shelter, provide clothes or food, etc.).
23. Contractor shall work cooperatively with and engage group home and Foster Family Agencies' management (FFA) and staff, relative caregivers and foster parents, in providing ILP services to ensure youth are able to access, participate and successfully complete ILP services.
24. Contractor shall use the Positive Youth Development strategies and any other statistically validated strategies to engage youth, paying special attention to the difficult to serve populations (e.g., delinquent, runaway, developmentally delayed or pregnant/parenting youth) at every step of the process: prior to receiving services, while disposing of services, and during participation in services.
25. Contractor shall include the following: a) Detailed information on the strategy and plan for providing seminars, workshops, coaching, and peer counseling. b) An evidence-based plan which includes the proposed methodology(s) for providing effective outreach services to youth for special events, seminars and workshops. C) A plan which includes proposed methodology for incorporating care providers in the youth's living skills learning process. Plan shall detail how the chosen methodology will address the transfer

of skills learned by the youth from the classroom, to the home. For example, if a youth is taught to cook a meal, he or she is given opportunities in the home to cook as learning reinforcement.

26. Contractor shall support foster care providers, caregivers or adult mentors' participation with their foster youth, and encourage providers to play an integral part in reinforcing the learning process by providing practical opportunities for youth to utilize skills such as, interviewing techniques, e.g., conducting mock interviews in the home; drafting employment resumes; techniques for succeeding in high school; preparing for college; and learning basic everyday living skills, such as cooking, doing laundry, and utilizing mass transit as a means of transportation.
27. Upon request by DPSS, Contractor shall work with DPSS on an annual basis in developing a curriculum or adjusting the current curriculum for workshops, seminars, and special events that will continue to meet the ongoing needs of youth.
28. Upon request by DPSS, Contractor shall attend Joint Operational Meetings (JOM) with DPSS on a quarterly basis. JOM locations to be mutually agreed upon by Contractor and DPSS upon award.
29. All seminars, workshops, and special events shall be conducted Monday through Friday during the evening hours and on weekends to accommodate the non-school hour availability of the foster youth and their care providers.
30. Contractor shall provide meals during lunch and/or dinner hours for planned events, seminars and workshops. Snacks for seminars and workshops shall be provided when appropriate. A meal is different from a snack in that meals are larger, more varied, and more filling than snacks.
31. Contractor shall submit to DPSS for written approval their proposed curriculum, including pre-and post-test or tools used for measuring success before any such seminar, or workshop, or tests are conducted.
32. Contractor shall make services accessible to youth by assisting with transportation of the youth, to and from seminars and workshops or by making location of seminars and workshops accessible to youth. For instance, scheduling seminars and workshops at various sites throughout the county to maximize participation and reduce transportation barrier (e.g., schools or community centers).
33. Contractor shall provide outreach, follow-up training, and individual services and planning for youth who have been identified by DPSS as having learning disabilities or who are developmentally delayed. Contractor shall make necessary accommodations to assist identified youth during workshops to answer questions, and maximize learning and participation.

## B. REPORTING

The Contractor shall:

1. Collaborate with a designated DPSS staff person and will be required to provide, at minimum, quarterly program progress reports which describe success in meeting programs goals and objectives. Electronic client-level data will be collected for each client as services are provided to evaluate the designated outcome objective(s) in accordance to Contractor's outcome plan.

2. Upon DPSS request, work in conjunction with DPSS by providing DPSS with necessary information to complete the State of California 405A Annual ILP Statistical Report. Contractor shall complete report sections designated by DPSS, no later than two (2) weeks from the request.
3. Utilize the Efforts to Outcomes (ETO) software provided by DPSS, to document case records for each youth referred. **Exhibit B**, ETO Sublicense Agreement is attached hereto and incorporated herein by this reference. ETO is a database designed to measure the progress of ILP youth, as well as, measure the effectiveness and overall impact of the ILP. All services received by each youth shall be documented in the youth's case record within ETO, to include:
  - a. All Services provided to youth
  - b. Monthly, quarterly, and semi-annual reports
  - c. Contacts made with participants
  - d. Other relevant case notes
4. Contractor shall abide by **Exhibit C**, Special Incidents Reporting Policy, attached hereto and incorporated herein by this reference. County reporting guidelines for special incidents involving staff, clients, volunteers, subcontracted staff and property.

#### C. FISCAL

##### 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$490,354.00, representative of seven (7) months of a twelve (12) month budget as indicated in **Exhibit E**, attached hereto and incorporated herein by this reference.

##### 2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (**Exhibit D**), following the instructions set forth. **Exhibit D** is attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

##### 3. LINE ITEM BUDGET

DPSS will pay the Contractor for services performed under this Agreement according to the 12-Month Line Item Budget and Narrative in **Exhibit E**.

#### 4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

#### 5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

## 6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

## 7. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

## 8. CAPITAL EQUIPMENT

a. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to the Contractor that have a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State Department of Social Services [DSS]). The Contractor further agrees to the following:

- (1.) To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
- (2.) To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and
- (3.) To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.

b. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by the Contractor if prior approval has not been obtained from DPSS.

## D. ADMINISTRATIVE

### 1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

### 2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### 3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).



- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### 4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

#### 5. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:
  - (1.) An increased or decreased wage determination applied to this Agreement by operation of law;
  - (2.) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
  - (3.) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
  - (1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
  - (2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

#### 6. CLIENT CIVIL RIGHTS COMPLIANCE

##### a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and

Federally Assisted Programs, attached hereto as **Exhibit F** and incorporated herein by this reference. The Contractor will sign and date **Exhibit F** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

**Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or

eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

7. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

8. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

9. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(4) Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a

new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

#### 10. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

#### 11. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

#### 12. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written

consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

### 13. PERSONNEL

- a. Direct service positions shall be required to have the ability to speak, read and write English and in the specified language, for instance Spanish, in which services are delivered. Translation services (either in-person or over-the-phone) shall be offered to non-English speaking youth.
- b. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients.

The list shall include:

- (1.) All staff who work full or part-time positions by title, including volunteer positions; and
- (2.) A brief description of the functions of each position and hours each position worked; and
- (3.) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

#### c. Background Checks

Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

#### d. Required Licenses or Certifications

- a. Personnel working under this agreement shall maintain a valid certification and/or license as dictated by State of California law.
- b. Contractor shall provide proper training and certification to all direct service staff in the ARISE service model, and any other ILP program tools, models or concepts used in connection with this agreement.

#### e. Required Level of Education

- a. Contractor shall employ staff that, at minimum, meet the following requirements:

- (1.) Program Supervisor: Master's degree preferred in Social Work, Psychological Counseling, or related field of study from an accredited college; with a minimum of two (2) years of human services experience; or Bachelor's degree in Social Work, Psychological Counseling, or related field of study from an accredited college, with a minimum of four (4) years of progressively responsible supervisory experience in human services casework in a public or private organization, preferably working with ILP target population.
- (2.) ILP Coach: Bachelor's degree in Sociology, Social Work, Education, or a related field; and one (1) to two (2) years of work experience in a related field; Possess a valid California Driver License; are trained in and have a demonstrated understanding of adolescent and child abuse issues.
- (3.) Accounting Technician (equivalent or higher): At minimum, must possess four (4) years of accounting and bookkeeping experience. Advanced education in accounting preferred. Education may be substituted for experience on the following basis: one (1) year of experience in the maintenance and review of fiscal, financial or statistical records may be substituted by completion of twelve (12) semester or eighteen (18) quarters in accounting, business math, bookkeeping, or a closely related field.

Contractor shall seek written approval from DPSS for any deviations from above.

f. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1.) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2.) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3.) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

#### 14. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
  - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - ii. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal



- offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - iv. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
  - c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
  - d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### 15. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

#### 16. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

## 17. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the Contractor must comply with the Security Rule as a Business Associate, if under this Contract Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth from the County of Riverside Board of Supervisors Policy No. B-23. The Contractor shall enter into agreement and sign the HIPAA Business Associated Agreement with County of Riverside DPSS as attached hereto as Exhibit F.

All social service privacy complaints should be referred to:

Department of Public Social Services  
HR/Administrative Compliance Services Unit  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

## 18. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse or neglect to a child protective agency as defined in the Penal Code

## 19. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq.

Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

## 20. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of DPSS. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by the Contractor the United States or in any other country without the express written consent of DPSS. DPSS will have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

## 21. RELIGIOUS PROHIBITION

There shall be no religious worship, instruction, or presentation as part of, or in connection with, the performance of this Agreement, including, but not limited to, requiring a customer to attend any religious activity or instruction as a condition for receiving any services provided any this Agreement.

## 22. CONTRACT TRANSITION PERIOD

The Contractor recognizes that the services under this contract are vital to DPSS and must be continued without interruption, and that, upon contract expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

- (1.) List of clients that include:
  - (a.) Current contact information;
  - (b.) Assigned social worker.

b. Discharge summary that includes:
 

- (1.) Services received;
- (2.) Number of hours of services completed;
- (3.) On-going service recommendations;
- (4.) Date for transferring responsibilities.

c. The Contractor shall provide DPSS with copies of client files that have not been entered into ETO.

## V. GENERAL

### A. EFFECTIVE PERIOD

This Contract is effective December 1, 2012 to June 30, 2013, with three (3) annual renewal options executable in one-year increments.

### B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS: Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

VENDOR: Oak Grove Institute Foundation Inc.  
Chief Executive Officer

24275 Jefferson Avenue  
Murrieta, CA 92362

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

#### C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

#### D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

#### E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

#### F. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### G. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### H. CONSUMER PRICE INDEX

No price increases will be permitted during the first year of the Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the DPSS. The DPSS requires written proof satisfactory to DPSS of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Contract. The net dollar amount of profit will remain firm during the period of the Contract. Annual increases shall not exceed the Consumer Price Index (CPI) for (all consumers, all items for the Los Angeles, Riverside and Orange County, CA areas) Emancipation and Independent Living Program Services and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

#### I. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

#### J. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

#### K. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

Exhibit A-ETO Referral Form

Add Participant:

Participant Information

Case Number:	<input type="text"/>
*Eligibility:	<input type="text" value="--Select--"/>
*First Name:	<input type="text"/>
Middle Initial:	<input type="text"/>
*Last Name:	<input type="text"/>
Suffix:	<input type="text" value="--Select--"/>
*Address 1:	<input type="text"/>
Apt./Suite #:	<input type="text"/>
*Zip Code:	<input type="text"/>
Email:	<input type="text"/>
SSN:	<input type="text"/>
*DOB:	<input type="text" value="-Month-"/> <input type="text" value="-Day-"/> <input type="text" value="-Year-"/>
Gender Type:	<input type="text" value="--Select--"/>
Ethnicity/Race:	<input type="text" value="--Select--"/>
Marital Status:	<input type="text" value="--Select--"/>
Number of Children:	<input type="text" value="--Select--"/>
Home Phone:	<input type="text"/>
Work Phone:	<input type="text"/> <input type="text" value="Ext."/>
Cell Phone:	<input type="text"/>
CA County of Jurisdiction:	<input type="text" value="--Select--"/>
Out-of-State Jurisdiction:	<input type="text" value="--Select--"/>
Dual Status Youth:	<input type="text" value="--Select--"/>
Region:	<input type="text" value="--Select--"/>
Supervisor:	<input type="text"/>
Program Type:	<input type="text" value="--Select--"/>
Primary Social Worker:	<input type="text"/>
Primary Social Worker Phone:	<input type="text"/>
Primary Probation Officer:	<input type="text"/>

<b>Primary Probation Officer Phone Number:</b>	<input type="text"/>
<b>ILP Social Worker:</b>	<input type="text"/>
<b>ILP Probation Officer:</b>	<input type="text"/>
<b>RCC Coach:</b>	<input type="text" value="--Select--"/>
<b>State ID:</b>	<input type="text"/>
<b>TILP Attachment:</b>	
<b>Assessment Attachment:</b>	
<b>Primary Language:</b>	<input type="text" value="--Select--"/>
<b>Secondary Language:</b>	<input type="text" value="--Select--"/>
<b>Employed:</b>	<input type="text" value="--Select--"/>
<b>Type of Employment:</b>	<input type="text" value="--Select--"/>
<b>TILP Signed Date:</b>	<input type="text" value="-Month-"/> <input type="text" value="-Day-"/> <input type="text" value="-Year-"/> today   +1   +7   +30   +90
<b>TILP Due (# of days):</b>	<input type="text"/>
<b>TILP Overdue (# of days):</b>	<input type="text"/>
<b>married:</b>	<input type="radio"/> Yes/True <input type="radio"/> No/False

**Program Enrollment Information**

Enroll in Program: ILP - DPSS	<input checked="" type="checkbox"/>
Program Start Date:	<input type="text" value="Nov"/> <input type="text" value="13"/> <input type="text" value="2008"/>
Projected End Date:	<input type="text" value="-Month-"/> <input type="text" value="-Day-"/> <input type="text" value="-Year-"/> (optional)

 **SUBMIT**

**Exhibit B- ETO Sublicense Agreement  
Intentionally Left Blank**



## Exhibit C-Special Incidents Reporting Policy

### Background

There are two (2) types of incidents that require immediate action by Contractor to address critical needs of children, families and employees:

- **Critical Incident:** an event that is harmful and/or disruptive to a child, clients, caregivers and/or staff that may result in media attention and community response.
- **Non-Critical Incident:** any unexpected event that may impact the well-being of a child on an open case or referral, but does not rise to the level of a critical incident.

### Definition

- **Critical Incident:** is any unexpected event impacting a child, client, caregiver and/or staff that
  - presents a risk of significant bodily harm, a direct threat, property damage, legal involvement, media activity, or other unusual activity that falls outside the daily operation of any contract service, and
  - requires swift, decisive action involving multiple components in response to and occurring outside of the normal course of routine business activities.

Critical incidents include, but are not limited to, the following:

- death or serious illness/injury to a child necessitating emergency medical treatment or hospitalization
  - on an open case/referral, or
  - may not be a dependent but comes to the attention of the Contractor staff
- a child has been abducted
- **Non-Critical Incident:** is any unexpected event that impacts or potentially impacts the health, safety or welfare of child, client and/or caregiver on an open case or referral. Such incidents have the potential to escalate to the level of critical incident without appropriate intervention to stabilize the situation and ensure that the child, client and/or caregiver involved receive any needed services.

Non-critical incidents include, but are not limited to the following:

- specific threats to the health, safety or welfare of a child, client, caregiver or
- staff
- any molestation of a child by a caregiver, another child, or out-of-home
- perpetrator
- prolonged illness of a child
- hospitalization or emergency room visit of a child
  - due to a pre-existing condition
  - accident
  - a child acting out in a severe manner or otherwise exhibiting

signs of serious emotional or psychological trauma or turmoil, such as, self-mutilation, suicide attempts, or 5150 holds

- accidental injury to a child necessitating medical treatment such as
  - all head injuries, regardless of how seemingly minor
  - all sprains
  - twists, torn ligaments, or fractures
  - all cuts resulting in stitches
  - any bruising to areas of the body that are indicative of non-accidental bruising or may require medical attention such as to the head, face, abdomen, back or buttocks
  - all burns

## Policy

Contractor shall adhere to the following guidelines for reporting Special Incidents:

- **Critical Incident:** Contact DPSS Social Worker Immediately and refer all external requests for information regarding the incident to the DPSS Public Information Officer (PIO) or designated DPSS Administration which are the only staff authorized to release information to the public
- **Non-Critical Incident:**
- **Staff Related Incident:**

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

**Exhibit Number: D**

To: Riverside County  
Department of Public Social Services  
Attn: Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

From: Oak Grove Institute Foundation Inc  
Remit to Name  
24275 Jefferson Avenue  
Address  
Murrieta CA 92362  
City State Zip Code  
Oak Grove Institute Foundation Inc  
Contractor Name  
CS-02593  
Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

- |   |  |
|---|--|
| <input type="checkbox"/> Advance Payment \$ _____<br>(if allowed by Contract/MOU)     | <input type="checkbox"/> Actual Payment \$ _____<br>(Same amount as 2076B if needed) |
| <input type="checkbox"/> Unit of Service Payment \$ _____<br># of Units) X (\$) _____ | _____ # of Units) X _____ (\$)   |
| _____ # of Units) X (\$) _____  | _____ # of Units) X _____ (\$)   |
| _____ # of Units) X (\$) _____  | _____ # of Units) X _____ (\$)   |

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date

**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

Business Unit (5) _____	Purchase Order # (10) _____	Invoice # _____
Account (6) _____	Amount Authorized _____	
Fund (5) _____	If amount authorized is different from amount request, please explain:	
Dept ID (10) _____	_____	_____
Program (5) _____	Program (if applicable) _____	Date _____
Class (10) _____	Management Reporting Unit _____	Date _____
Project/Grant (15) _____	Contracts Administration Unit _____	Date _____
Vendor Code (10) _____	General Accounting Section _____	Date _____



## Exhibit D

## DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A. [see method, time, and schedule/condition of payments].  
(Please type or print information on all DPSS Forms.)

DPSS 2076A  
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"

Business name, if different than legal name (if not leave blank).

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)

Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

## Exhibit E-12 Month Line Item Budget and Narrative

DESCRIPTION	FY 12/13 (7 Month Allocation)	FY 13/14-15/16 (12 Month Allocation)
<b>SALARIES/BENEFITS COSTS</b>		
SALARIES	\$ 188,245	\$ 322,705
BENEFITS (20%)	\$ 37,649	\$ 64,541
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$ 225,894</b>	<b>\$ 387,246</b>
<b>OPERATING COSTS</b>		
Equipment	\$ 10,792	\$ 18,500
Fuel/Transportation	\$ 71,750	\$ 123,000
ILS Training	\$ 2,567	\$ 4,400
Incentives for students	\$ 72,917	\$ 125,000
Emergency Intervention	\$ 29,167	\$ 50,000
ILS Curriculum	\$ 3,500	\$ 6,000
Food	\$ 9,917	\$ 17,000
Insurance	\$ 5,600	\$ 9,600
Speaker Fees	\$ 1,167	\$ 2,000
Office Expense	\$ 3,500	\$ 6,000
Telephone	\$ 2,800	\$ 4,800
Postage	\$ 583	\$ 1,000
Recruitment	\$ 1,167	\$ 2,000
<b>TOTAL OPERATING COSTS</b>	<b>\$ 215,425</b>	<b>\$ 369,300</b>
<b>ADMINISTRATIVE COSTS</b>		
Indirect Costs (10% of Total)	\$ 49,035	\$ 84,061
<b>TOTAL ADMINISTRATIVE COSTS</b>	<b>\$ 49,035</b>	<b>\$ 84,061</b>
<b>TOTAL BUDGET</b>	<b>\$ 490,354</b>	<b>\$ 840,607</b>

## EXHIBIT E-Budget Narrative

Oak Grove uses and maintains an accounting software that allows it to properly segregate financial data for every division or department within the organization. If awarded the project, a separate Division will be opened in Oak Grove's financial system to effectively track and record all expenses and revenue for this project. It is the intention of Oak Grove's senior management to continue to be vigilant in managing and controlling costs, not only in this project but throughout the company. As a non-profit organization, Oak Grove receives in-kind donation from various donors. Additionally, it is able to raise funds from four Special Events conducted throughout the year. If awarded the bid, the project will benefit from these fundraising events as well, which will enable us to keep the cost down for the county.

Below is a detailed description and justification for each line item in the Cost Proposal:

**Salaries** is based on a total of twenty five (25) full-time/part-time employees, equivalent to twelve (12) FTEs. All but one of the 25 staff will be working directly with the youth in two Regions. Region 1, with locations in Murrieta and Perris, will have 15 staff. Region 2, which will serve Riverside and the Desert Area, will have 9 staff. One employee with a full time equivalent of .25 will provide Administrative and Accounting Support. Personnel salary ranges from \$8.00 to \$26.44 per hour with an average of \$16.00 per hour. Total Benefits, calculated at 20% of total salaries, include payroll taxes, health insurance, workers compensation insurance, and 401k retirement plan for all eligible staff.

**Equipment** includes the cost of six computers to be used by staff, one in the Murrieta location, one in Perris, 2 in Riverside, and 2 in the Desert area. Also included are 7 i-pads to be used by the youth as part of their training and curriculum. ILS youth will additionally have use of computer labs at the Perris and Murrieta locations.

**Fuel & Transportation Cost** – is for the cost of transporting the youth to and from three pick up locations: Riverside Community College, San Jacinto Community College, and a central location in the Desert Area. It was calculated based on a 80-mile round-trip 75 times a year in each of the four locations at the rate of \$1.50 per mile. Oak Grove will transport students in company-owned vehicles driven by Oak Grove employees. The \$1.50 per mile rate will cover not only the cost of fuel and labor but also the maintenance and insurance of the vehicles.

**ILS Training** – in-service trainings will be provided for both new hires and current employees to ensure proper delivery of service. It includes the cost of materials such as family-based packets, pregnancy and early parenting, on-line training, workbooks, and DVDs for the staff, and career interest inventory for the students.

**Incentives** – We believe that incentives will make students take interest in the program and will encourage them to participate. \$100 gift cards will be awarded to each eligible student for successful completion of quarter project. We estimate that an average of 200 participants will be eligible for the incentive each quarter and calculated the amount budgeted as follows: \$100 x 200 x 4 quarters for a total of \$80,000. It is very important for us to have students "be in the seat" so we not only incentivize them earning \$100 for completion of a quarter training but we also keep them interested by offering the following for an additional \$45,000 in our Incentive budget :

- Weekly drawing for being there weekly (raffles)
- Golden Ticket for showing up to classes
- At the 10 week graduation celebration students are able to earn raffle prizes including i-pods
- At the Special Events, all the tickets a student has earned will count as raffle tickets for larger items that support independence and healthy lifestyle. Examples include gym memberships and exercise classes, an i-pad, tae-kwon do, make-overs, haircuts, gift cards to clothing stores and bookstores
- Graduation from the program celebrations include recognition as well as the Independence Box that our community partners have helped contribute to (a set of dishes, place setting for 4, kitchen towels and pot-holders, small appliances)

**Emergency intervention** is for the cost associated with responding to crisis and emergency need. Funds will be utilized primarily on providing emergency assistance that will support the goal of emancipation (education, employment, permanent housing, etc). Given that we can also draw upon resources we have developed in the community that we utilize for our Wraparound families and that we have some experience responding to crisis, we believe this is adequate and would primarily be used for bus passes, birth certificate/I.D. and activities that support independence, occasionally a motel voucher if needed but we would primarily want to access Safe Houses and other options first. Please note, however, that what we have found is that clothing, shelter, and food emergency needs often occur after hours and typical resources such as food banks close at 5 so we need to have some funds to manage crisis after hours.

**ILS Curriculum** – We will be using ARISE Curriculum which we have on stock but need more. The budget is for the additional curriculum to supplement what we already have, as well as school assessments.

**Food** – includes the cost of food supplies for family BBQs, workshops, and cooking classes as well as special events, graduations and the many special events that are part of this program. Food will also be offered at the weekly classes.

**Insurance** is the cost of premium to cover the Independent Living Skills Program for general and professional liability insurance.

**Speaker Fees** – Four career days will be conducted in each location for a total of sixteen events. The speakers will be paid a fee of \$125 each time.

**Office Expense** represents office supplies needed for recordkeeping and day to day office operations as well as printing and copying of brochures highlighting the program. It also includes rent for office space. As we have facilities in Murrieta and Perris, we will not have to rent space in these two locations. Oak Grove will also be able to utilize the County's Family Resource Centers in Riverside and the Desert Area. However, in the event that space is not available at the FRCs and other county facilities, we are budgeting \$5,000 for office space rent.

**Telephone** represents the monthly service charge for 14 mobile phones calculated at \$25 per month for the first 12 phones and the last two at \$50 per month.

**Postage** covers the cost of mailing documents to all related parties.

**Recruitment** includes the cost of advertising for vacancies, fingerprinting and background check.



**Exhibit F**  
**ASSURANCE OF COMPLIANCE WITH**  
**THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**  
**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Oak Grove Institute Foundation Inc.  
 \_\_\_\_\_  
 NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

11-20-12  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Director's Signature

\_\_\_\_\_  
 Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance