

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

963



**FROM:** DEPARTMENT OF PUBLIC SOCIAL SERVICES

**SUBMITTAL DATE:**

June 14, 2011

**SUBJECT:** APPROVAL TO EXTEND THE SOLE SOURCE AGREEMENT BETWEEN DPSS AND RIVERSIDE COMMUNITY COLLEGE DISTRICT-INDEPENDENT LIVING PROGRAM

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

1. Approve and authorize the Purchasing Agent to sign the attached Agreement # CS-02161 with Riverside Community College District for the period of July 1, 2011- June 30, 2012 for an amount not to exceed \$880,000 annually.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to renew the Agreement annually for a period of four (4) years, given market research dictates DPSS is receiving the lowest cost; 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.

*Susan Loew*

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 880,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11-12
SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 57.8% State Funding: 42.2%; County Funding: 0%;			Requires 4/5 Vote	<input type="checkbox"/>
Realignment Funding:0%; Other Funding: 0%				

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

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 14, 2011  
xc: DPSS, Purchasing

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

Prev. Agn. Ref.: December 16, 2008  
Agenda Item # 3.37

District: All

Agenda Number:

3.41

*[Signature]*  
County Purchasing Department

Departmental Concurrence

*[Signature]*  
Lanisa R. McKenna  
County Counsel

Dep't Recomm.: ☒ Policy ☐ Consent  
Per Exec. Ofc.: ☒ Policy ☐ Consent

**TO: BOARD OF SUPERVISORS**

**DATE:** June 14, 2011

**SUBJECT:** APPROVAL TO EXTEND THE SOLE SOURCE AGREEMENT BETWEEN DPSS AND RIVERSIDE COMMUNITY COLLEGE DISTRICT-INDEPENDENT LIVING PROGRAM

**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 through 21, to acquire specific life skill 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.

Since 2005, the Department of Public Social Services, Department of Probation, and Riverside Community College District have formed a collaborative relationship to implement the ILP to serve the youth in Riverside County.

On August 1, 2006, (Agenda Item #3.19) the Board approved a 3-year contract with the Riverside Community College District (RCCD) to provide Independent Living Skills and Emancipation services to youth who are or were wards or dependents of the Juvenile Court and in out-of-home care throughout Riverside County.

On December 16, 2008, (Agenda Item #3.37) the Board approved a two (2) year extension of the original Agreement term. This agreement, which DPSS negotiated with the Riverside Community College District under CDSS Regulation 23-650, expires on June 31, 2011. CDSS Regulation 23-650 allows for contracts to be negotiated without formal advertising for any services rendered by federal, state, or local government agency, public university, public college or other public educational institution.

DPSS would like to respectfully request a one (1) year extension to the sole source agreement, in order to ensure continuity of services and quality of care provided to youth, to allow ample time for program planning, and to allow further research of cost comparisons. If, after conducting market research, DPSS determines RCCD is not providing the lowest cost, DPSS will coordinate a competitive bid process during FY 11/12 for FY 12/13. Otherwise, DPSS would like to move that the Board allow the Purchasing Agent to renew the Agreement annually for a period of four (4) years; given market research dictates DPSS is receiving the lowest cost.

**FINANCIAL:** Federal Funding: 57.8%, State Funding: 42.2%.

**ATTACHMENT(S):**

1. CS-02161 Riverside Community College District [3 Copies]
2. CDSS Regulation 23-650F

**CONCUR/EXECUTE:** County Purchasing

SL:eps

Date: May 3, 2011  
From: Susan Loew, Director of the Department of Public Social Services  
To: Board of Supervisors  
Via: Robert HowdyShell, Riverside County Purchasing Agent  
Subject: Request for a Sole Source Procurement

The below information is provided in support of the Department of Public Social Services requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a sole source.

Supply/Service being requested:

Independent Living Skills Services (ILP) for Riverside County. These services include, but are not limited to, life skills classes, case management, transportation, stipends, events and seminars.

Supplier being requested:

Riverside Community College District (RCCD)

Alternative suppliers that can or might be able to provide supply/service:

Alternative suppliers could not be readily identified within Riverside County; however, there may be non-profit entities with the ability to provide similar services in surrounding counties. For example:

San Bernardino County

San Bernardino County uses Aspiranet and Walden Family Services to provide case management after-care services. However, life skills classes are provided by an alternate vendor, Queensland Group, Inc.

Orange County

Orange County currently contracts with several vendors to provide multiple services. Orangewood Children's Foundation provides ILP workshops, seminars, and special events. FACTS provides vocational assessments and OCDE Foster Youth Services provides tracking and support services for educational outcomes of all foster youth ages 5 - 19 years. Orange County also partners with Canyon Acres Creating Family Connections and with CASA Orange County at no cost, for youth permanency family finding and engagement services.

Extent of market search conducted:

An internet search, and inquiry through Riverside County 211 Referral line, was conducted and surrounding counties were contacted regarding their Independent Living Skills Program. San Bernardino County ILP Program Manager provided vendor information but was unable to provide cost figures. A Board of Supervisor approved motion for San Bernardino County was located online and has been

attached for your reference. Orange County responded; their response is attached. San Diego County did not respond, however, their website indicates ILP services are contracted to one or more vendors.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

As a public educational institution, RCCD has all the necessary resources readily available to support all aspects of the Independent Living Skill Program. Other counties have to contract with multiple vendors for services. RCCD can provide all services for Riverside County through one vendor. Having one vendor allows for :

- A one-stop-shop for youth
- Streamline communication with DPSS Social Workers and RCCD Staff for case planning
- Bundled services costs less

Additionally, California Department of Social Services (CDSS) Regulation 23-650 allows for contracts to be negotiated without formal advertising for any services rendered by a public university, public college or other public educational institution. Attached, please find CDSS Regulation 23-650 for your reference.

Reasons why the Department of Public Social Services requires these unique features and what benefit will accrue to the county:

The Independent Living Program facilitates the preparation of Foster Care youth, ages 16 through 21, to acquire specific life skill competencies enabling them to live on their own as healthy, safe and productive adults.

Price Reasonableness:

Our current FY 10/11 agreement with RCCD is for \$1,100,000. For FY 11/12, RCCD has agreed to a 20% reduction to the MRA for a total amount of \$880,000. Currently, RCCD serves nearly 1200 foster youth, a cost of \$733 per youth.

The following details the cost of ILP services from surrounding counties, however, a true comparison proves difficult given RCC provides all inclusive services. These services include, but are not limited to, life skills classes, case management, transportation, stipends, events and seminars. San Bernardino and Orange County contract each service out independently.

#### San Bernardino County

For FY 10/11, San Bernardino County contracted with Queensland Group, Inc., for basic skills and parenting skills workshops at the total cost of \$283,500. Queensland served 540 youth, a cost of \$525 per youth solely for workshops. Figures for all other services could not be determined as the information was not available.

#### Orange County

For FY 10/11, Orange County contracted with Orangewood Children's Foundation to only provide workshops, seminars and special events, at a total cost of \$331,000. Orangewood served 850 youth, a cost of approximately \$389.41 per youth solely for workshops, seminars and special events.

Orange County also contracted with OCDE Foster Youth Services for tracking and supporting educational outcomes at a total cost of \$30,000. OCDE served 175 youth, a cost of \$171.43 per youth solely for tracking and support services. Additionally, Orange County was able to realize cost savings by partnering with local non-profits to provide services to ILP youth at no cost to the county. This further makes a total cost comparison difficult.

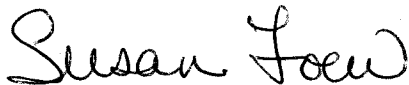
Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No, it does not.

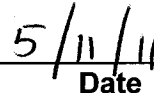
Period of Performance:

Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.

On December 16, 2008, (Agenda Item #3.37) the Board approved a two (2) year extension of the original Agreement term. This agreement, which DPSS negotiated with the Riverside Community College District under CDSS Regulation 23-650, expires on June 31, 2011. DPSS would like to request a one (1) year extension to the current agreement (CS-01175) in order to ensure continuity and quality of services provided to youth, to allow ample time for program planning, and to allow further research of cost comparison. If, after conducting market research, DPSS determines RCCD is not providing the lowest cost, DPSS will coordinate a competitive bid process during FY 11/12 for FY 12/13. DPSS would also like to request the Board allow the Purchasing Agent to approve the Agreement annually for a period of four (4) years; given market research dictates DPSS is receiving the lowest cost.



Susan Loew, DPSS Director

  
Date

Purchasing Department Comments:

  
☒ Approve

Approve with Condition/s

Disapprove

Robert Howdyshell, County Purchasing Director

  
Date

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

Revised

**46**

October 16, 2007

**FROM:** JERRY L. HARPER, Chief Probation Officer  
Probation Department

**SUBJECT: REQUEST FOR PROPOSALS AND CONTRACT FOR INDEPENDENT LIVING  
PROGRAM SERVICES**

**RECOMMENDATION:**

1. Approve Request for Proposals for Independent Living Program Services and ratify issuance by the Probation Department on June 1, 2007.
2. Approve Contract with Queensland Group, Inc. for Independent Living Program services in the amount of \$283,500 for the period October 16, 2007 to June 30, 2010.

**BACKGROUND INFORMATION:** Since 1991, the Probation Department (Department) has provided federally mandated Independent Living Program (ILP) services to probation youth in foster care. Services include basic life skills, computer skills, career exploration and job readiness preparation for youth between the ages of 16 and 21 who have been in out-of-home placement. Most recently, on August 8, 2006 and October 31, 2006, the Board of Supervisors' (Board) approved Amendment No. 2 with Computers 4 Kids Foundation, and Amendment No. 3 with Queensland Group, Inc. (formerly Meridian Management Group, Inc.), both having provided services since August 17, 2004 through June 30, 2007.

San Bernardino County Human Services receives an annual federal allocation to provide services to eligible youth placed in or supervised by the County. Currently, the Department of Children's Services (DCS) receives this allocation and has earmarked \$617,000 to the Department via an Interagency Agreement to fund the ILP for 2007-08. The Department's ILP uses vendors to provide workshops for eligible youth to learn and develop skills that will prepare them to transition to adulthood and independent living.

On June 1, 2007, the Department issued a Request for Proposals (RFP) and began soliciting for ILP services to meet the needs of eligible youth in the areas of basic living skills, parenting skills and computer skills. The RFP was advertised on the County website, sent to a variety of known provider agencies and published in local newspapers. Several vendors attended the mandatory pre-proposal conference on June 19, 2007 and three proposals were received by the deadline of July 3, 2007. The proposals were rated and competitively ranked by an evaluation team including representatives from Probation and DCS. On August 1, 2007, the Department notified two vendors, Queensland Group Inc. (Queensland), and Life Development Institute (LDI), of its intent to tentatively award a contract. A third vendor, National Mentor Healthcare, LLC, was not awarded a contract mainly due to the cost of services.

Page 1 of 2

Record of Action by Board of Supervisors

Revised

**46**

After negotiations with the two awardees and upon drafting the contracts and in consultation with County Purchasing, it was determined that the RFP should have received Board approval. Instead of initiating a new procurement, Purchasing suggested requesting the Board review and approve the Department's competitive procurement as outlined above, including ratification of the issuance of the RFP on June 1, 2007.

The proposal submitted by Queensland best met the service requirements and was the most cost effective for providing Basic Skills and Parenting Skills workshops for up to 540 youth per year in the High Desert, San Bernardino Valley and West Valley regions of the County. Queensland also proposed an additional Professional Development workshop that meets the career development and job training goals of the program. Approval of Recommendation No. 2 would approve a contract with Queensland Group Inc., in the amount of \$283,500, for the period October 16, 2007 to June 30, 2010. Due to the flexible nature of services, the Department expects to be able to fully utilize one-third of the contract, \$94,500, with a contract beginning in October. Fees are based on a fixed number of workshops in each region of the County.

The proposal submitted by LDI best met the service requirements and was the most cost effective for providing Computer Skills workshops for up to 60 youth per year in the High Desert, San Bernardino Valley and West Valley regions of the County. As of September 28, 2007, however, final negotiations had yet to be completed with LDI. Therefore, the Department recommends beginning contract services immediately with Queensland upon approval of their agreement and returning to the Board with the second contract when final negotiations are completed with LDI.

Under the terms of the proposed contract, either party may terminate with 30 days advance written notice. The contract would also allow renewal for one additional year, contingent upon contractor performance and the availability of funding.

**REVIEW BY OTHERS:** This item has been reviewed by County Counsel (Dawn Stafford, Deputy County Counsel, 387-5471) on October 2, 2007; Purchasing (Jim Lindley, Director, 387-2074) on September 27, 2007; Department of Children's Services (Jeff Wagner, Deputy Director, 891-3510) on October 4, 2007; and the County Administrative Office (Laurie Rozko, Administrative Analyst, 387-8997) on October 1, 2007.

**FINANCIAL IMPACT:** There is no local cost associated with this item. Contract services in the amount of \$94,500 for 2007-08 and are fully funded by the federal program. Sufficient appropriations and offsetting transfers in were included in the Department's 2007-08 budget. Funding of \$189,000 for the remaining contract period will be appropriated in future years. In the event future funding is reduced or eliminated, program services will be reduced or terminated.

**SUPERVISORIAL DISTRICT(S):** All

**PRESENTER:** Scott Frymire Rick Arden, Deputy Chief Probation Officer, 387-5855

**23-650      PROCUREMENT BY NEGOTIATION****23-650**

This section contains policies and procedures which shall be observed by counties in procurements by negotiation, as distinguished from formal advertising, and the limitations upon its use.

- .1    Contracts may be negotiated without formal advertising when one or more of the following exists:
  - .11   When a public emergency exists and the urgency is such that time is not available for formal advertising. This should be applied only in emergencies caused by circumstances outside of the county's control and not for delays caused by county inaction.
  - .12   If rates established by the state are to be used for payments and CDSS has notified the counties that formal advertising is not necessary for a particular program.
  - .13   If the aggregate annual amount involved does not exceed \$100,000. However, qualifications and price must still be solicited through a manner consistent with the county's own procurement policies. Selection shall be made using the criteria set forth in Section 23-650.2.
  - .14   For any service to be rendered by any federal, state, or local government agency, public university, public college or other public educational institution. CDSS may require formal advertising when contracts with government agencies or public educational institutions are considered excessive in price when compared to similar services provided through competition, or where competition between public and private agencies is necessary to accomplish program purposes.



**Riverside County Department of Public Social Services**

Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

PROFESSIONAL SERVICES CONTRACT: **CS-02161**

CONTRACTOR: **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

CONTRACT TERM: **July 1, 2011 THROUGH JUNE 30, 2012**

MAXIMUM REIMBURSABLE AMOUNT: **\$880,000**

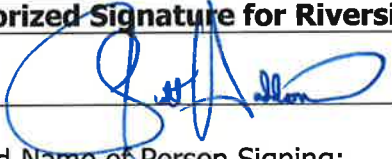

**WHEREAS**, Department of Public Social Services and Department of Probation, hereinafter referred to as DPSS and DOP, require Independent Living Skills/Emancipation services for youth who are or were wards or dependents of the Juvenile Court and in out-of-home care in Riverside County;

**WHEREAS**, RIVERSIDE COMMUNITY COLLEGE DISTRICT is qualified to provide Independent Living Skills/Emancipation services to Riverside County youth;

**WHEREAS**, DPSS and DOP desire RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the Contractor, to perform these services in accordance with the CONTRACT TERMS and CONDITIONS (CT&C), attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DPSS and the Contractor; and

**WHEREAS**, the Parties have found it necessary to make material changes to the agreement number CS-01175 dated February 24, 2009;

**NOW THEREFORE**, DPSS, DOP and Contractor do hereby agree to terminate agreement CS-01175 rendering all provisions therein of no further force and effect, and execute agreement CS-02161 to govern all terms and conditions of services provided after the date of execution. Thereafter, DPSS, DOP and Contractor agree that Contractor will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained in the current Agreement attached hereto and incorporated herein.

Authorized Signature for Riverside County:	Authorized Signature for Contractor:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
Mark Whitesell	James Buysse
Title: Procurement Contract Specialist	Title: Vice Chancellor, Administration & Finance
Address: 10281 Kidd Street Riverside, CA 92503	Address: 4800 Magnolia Avenue Riverside, CA 92506
Date: 8/29/11	Date: 7/7/11

FORM APPROVED COUNTY COUNSEL

BY:  5/31/11  
LARISA R-MCKENNA DATE

JUN 14 2011 3.41

2011-8-109254

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**FOR**

**INDEPENDENT LIVING SKILLS/EMANCIPATION SERVICES**

**FUNDED UNDER CATALOG OF FEDERAL DOMESTIC ASSISTANCE # 93.674**

<b>TERMS AND CONDITIONS</b>
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**LIST OF EXHIBITS**

Exhibit A – ETO Referral Form

Exhibit B – DOP In-Care Referral Form and DOP After-Care Referral Form

Exhibit C – Seminar/Workshop/Event Sign-In Sheet

Exhibit D – DPSS Form 2076A

Exhibit E – DPSS Form 2076B

Exhibit F – RCC ILP FY 11/12 Line Item Budget

## **CONTRACT TERMS AND CONDITIONS**

### **I. ABBREVIATIONS/DEFINITIONS**

- A. "Active In Care youth" are defined as pre-emancipated youth participating in life skills and ILP events.
- B. "Active After Care Youth" are defined as post-emancipated youth responding to the Emancipation Coach's attempts to provide various ILP services.
- C. "DPSS" refers to the County of Riverside and its Department of Public Social Services, Children Services Division.
- D. "DOP" refers to the Riverside County Department of Probation, Juvenile Division.
- E. "Contractor" refers to Riverside City College
- F. "EC" refers to the Emancipation Coach.
- G. "Eligible Youth" refers to those youth identified in the Chafee Bill.
- H. "ETO" refers to the Efforts to Outcomes performance management database.
- I. "ILP" refers to the Independent Living Program.
- J. "Non Active In Care Youth" is defined as a pre-emancipated youth not willing to participate in life skills, unresponsive to all contact attempts, AWOL, incarcerated, unable to locate, denial of services/support, or medically fragile, after all reasonable efforts to do so are completed and documented in the case file.
- K. "Non Active After Care Youth" is defined as a post-emancipated youth not participating or receiving ILP post-emancipation services, unresponsive to all contact attempts, incarcerated, and/or an After Care Youth the ILP EC in unable to locate.
- L. "Referral" is made by DPSS or DOP. Determination of which services are provided is made after the referral is received.

### **II. OVERVIEW**

The focus and purpose of the combined Riverside County Department of Social Service (DPSS) and Riverside City College (RCC) Independent Living Skills/Emancipation Services program is to provide needed and necessary services that are strength based and affirming which result in a healthy, self-sufficient adult. Such services address contemporary needs, are relevant and consistent with each youth's Transitional Independent Living Plan (TILP) DPSS and RCC ILP staff will maximize opportunities to provide integrated, coordinated, and easily accessible services and resources for youth.

The goal of Independent Living Services is to provide a consistent, safe, adult mentoring relationship easily accessible to referred youth ages 16-21. In the context of this mentoring relationship, Emancipation Coaches (ECs) will guide, direct, and teach youth; support and advocate for youth; coordinate, arrange or purchase needed services or commodities for

youth; participate in each youth's Emancipation Conference; and continually evaluate the effectiveness of each youth's emancipation plan. ECs will mentor youth on the six core competencies identified by individual need and goals documented in the youth's TILP. This is a long-term supportive relationship which begins prior to the youth's emancipation and continues until they reach their 21<sup>st</sup> birthday.

### III. CONTRACTOR RESPONSIBILITIES

Contractor shall make the following services available to all ILP referred youth:

#### 1. Independent Living Skills: Core Competencies

Make available to youth program services and activities as identified by individual needs and goals documented in each youth's Transitional Independent Living Plan to provide the following program outcomes. Upon emancipation, the youth will have obtained the following:

- Completion of High School or Equivalency
  - Obtained employment and career planning
  - Having a means of self-support
  - Made permanent housing arrangements
2. Assist in establishing life-long connections for youth which are consistent with AB 408. EC'S shall work with youth in identifying and linking a significant adult relationship for each youth prior to emancipation.
  3. Utilize Efforts to Outcomes (ETO) to document case records for each youth referred. All services received by each youth will be documented in the youth's case record within ETO.
  4. All staff, including volunteers and student workers, providing routine service under this Agreement must pass a criminal background clearance. Guest speakers, presenters, or trainers may participate at life skills workshops or special events, provided activities are monitored by RCC, to avoid any unsupervised contact with youth. Individuals with criminal convictions may only be exempted by joint consultation with DPSS.
  5. Employ ECs who meet the following educational requirements: Bachelors degree in sociology, social work, or a related field, and one (1) to two (2) years experience desirable in the human services field. Must possess a basic understanding of adolescent and child abuse issues, and be a minimum age of twenty-one (21).
  6. Emancipation Coaches must receive a minimum of one (1) hour of one-on-one case management supervision per month.
  7. Each referred youth will be contacted within ten (10) working days of the DPSS referral date to set an appointment for an intake interview.
  8. A saving account will be maintained for each youth who completes, at minimum, one module of the Life Skills Workshops and/or orientation. Monetary incentives shall be directly deposited into each youth's ILP savings account at the completion of orientation and workshops. Saving accounts will be turned over to the youth at the time of their emancipation.

9. Create and maintain an annual master training calendar for each site and provide this calendar to DPSS, DOP, group homes, and foster parents who have ILP youth. This calendar shall be updated every six months and distributed to youth when they enter the program.
10. Create a quarterly newsletter, which contains information and resources useful to ILP youth working towards emancipation and independent living. The newsletter shall be used to inform and promote the ILP program and events and provide links to valuable community resources. This newsletter shall be distributed to all youth, caregivers, to DPSS and DOP, and selected community partners.
11. In collaboration with DPSS staff, maintain an ILP resource directory and emancipation binder, which contains community resources and links of value to youth. The resource manual will be updated at least once per year and distributed to DPSS social workers and DOP probation officers who serve ILP youth, and ILP youth.
12. Establish written procedures for reporting all special incidents that occur during the performance of duties involving the Contractor or their designated staff, ILP youth, or that occur on the Contractor's property or during a Contractor sponsored event. Special incidents include but are not limited to matters involving personal safety, emotional distress, inappropriate staff or participant behavior, alcohol or substance abuse, etc. Special incident reports will be submitted within 72 hours after the incident occurred directly to the DPSS Regional Manager assigned oversight of the ILP Program.
13. Establish written procedures and instruct staff how to recognize and report child abuse or neglect consistent with Section 11164 et seq. of the California Penal Code. RCC ILP staff will receive annual training in recognizing and reporting child abuse.
14. Implement a system designed to allow youth the opportunity to express and have considered their views, grievances, and complaints regarding the Contractor's service delivery. Inform DPSS on the status of each complaint forwarded within two working days of receipt.
15. Youth will be provided assistance and resources, as needed, to the following individual services:
  - Parenting classes;
  - Specialized services to pregnant and/or parenting youth;
  - Specialized services to those who are developmentally challenged;
  - Practical needs such as clothing, food, housing, and transportation after emancipation;
  - Employment; includes job search preparation, job search, job acquisition;
  - Education; includes development and implementation of a post-emancipation educational or vocational plan; completion and submission of admission materials;
  - Financial aid; includes the completion and submission of financial aid applications;
  - Health and mental health services; and
  - Legal services.

## 16. Life Skills Workshops

- a. Regularly scheduled Life Skills workshops will be offered to youth living in the Desert (including Blythe), Mid-County, and Western regions of Riverside County. Life Skills workshops should be provided in the evenings and/or on Saturdays to facilitate youth access. A sufficient number of Life Skills workshops shall be offered so that no youth will wait more than forty-five (45) days after being referred to the Contractor to receive this service:
  - (1) Be scheduled for maximum effect. Life Skills workshops will introduce, explain, allow youth to practice, and reinforce the application of the measurable program outcomes. Life Skills workshops are to be experiential with a limit of 36 youth per Life Skills workshop.
  - (2) Accommodate youth who have self-identified as having learning disabilities or who are developmentally delayed. Such youth shall be accommodated to maximize their learning and participation.
- b. Submit written subject content, learning objectives, and a participant evaluation process for each major event for DPSS review and approval prior to the actual event. Participant evaluation will consist of a pre/post test to measure youth's learning and understanding of workshop material.
- d. Life Skills workshops are to be no more than three (3) hours in length. There must be one adult staff person for every 10 youth in attendance.
- e. The Contractor shall have each youth attending the seminar, workshop, or event sign-in on the Seminar/Workshop/Event Sign-In Sheet, attached hereto as **Exhibit C**, and incorporated herein by this reference.
- f. The Contractor shall plan the logistics, notify participants, create and mail invitations and flyers, and acquire the venues needed for the Life Skills workshops.
- g. Encourage the collaboration of the California Youth Connection (CYC), Riverside Chapter, in the planning of events, seminars, workshops, major and special events.
- h. Provide an evening meal for youth attending workshops, seminars and special events occurring during the evening hours; breakfast and/or lunch for youth attending half-day or all-day events.

## 17. Emancipation Event

The Contractor shall coordinate an Emancipation Event once a year during the month of May to recognize all Riverside County ILP youth who will emancipate that year. The purpose of the event is to acknowledge their emancipation and to encourage them in achieving their personal goals. The event shall involve a reception and ceremony. DPSS and DOP shall provide a list of youth eligible to attend. Youth, caretakers, mentors, and county personnel shall be invited.

- a. Submit written subject content, learning objectives, and a participant evaluation process for DPSS review and approval prior to the actual event.

#### **18. Education Event**

The Contractor shall coordinate an Education Event a minimum of once a year. The purpose of this event is to help youth understand the value and how to access vocational or college education. The one-day event shall involve a series of brief classes on financial aid, college options, preparation for college, and other issues relating to continuing education. DPSS and DOP shall provide a list of youth eligible to attend.

- a. Submit written subject content, learning objectives, and a participant evaluation process for DPSS review and approval prior to the actual event. Participant evaluation will consist of a pre/post test to measure youth's learning and understanding of workshop material.

#### **19. Employment Event**

The Contractor shall coordinate an Employment Event once a year. The purpose of this event is to help youth understand job preparation and job searching skills. This one-day event shall involve a series of brief classes on resume writing, applications, and other job skills. DPSS and DOP shall provide a list of youth eligible to attend.

- a. Submit written subject content, learning objectives, and a participant evaluation process for DPSS review and approval prior to the actual event. Participant evaluation will consist of a pre/post test to measure youth's learning and understanding of workshop material.

20. The Contractor will provide youth with wallet-size reference cards with key resources and telephone numbers, including the contact information of their assigned EC.

#### **21. Youth in Pre-Emancipation Status**

- a. Active youth in pre-emancipation status will be provided face-to-face coaching interactions in which there is one (1) EC to one (1) youth. There will be a minimum one (1) face-to-face contacts for each 90-day period. The face to face coaching session is to assist the youth to achieve the measurable program outcomes.

#### **22. 17+ Staffing/90-Day Team Decision Making**

The Contractor shall attend and participate in the 17+ staffing and/or 90 Day Team Decision Making (TDM) providing necessary input regarding the youth's readiness for emancipation. Staff will be prepared to discuss the youth's educational achievement, employment record, career alternatives and choices, housing arrangements, connection with an adult mentor, and any other factor deemed important for youth's success.

#### **23. Active Youth in Post-Emancipation Status**



- a. Active youth in post-emancipation status who live in Riverside or the Greater Inland Empire area, including the cities of San Bernardino, Redlands, Rialto, Fontana, Ontario, Chino, Victorville and surrounding communities, the Contractor will provide face-to-face coaching interactions in which there is one (1) EC to one (1) youth. There will be sufficient face-to-face contact to maintain a relationship that will ensure youth's success in achieving their post emancipation goals.
- b. For post-emancipation youth not residing in the immediate area and out of state, Contractor will provide links to appropriate agencies in the state where the youth resides.
- c. Provide emergency transportation, shelter, food, and clothing to youth that are experiencing a personal crisis. Contractor shall establish a plan for addressing the emergency needs of a minimum of ten youth at any given time.
- d. The Contractor shall provide linkage to and develop resources for mental health and health resources for emancipated youth. The Contractor shall refer youth who self report special health and mental health care needs, including mental illness, chronic health needs, and assistance with medications to the appropriate provider for services.
- e. For those youth who did not plan to attend a vocational school, community college, university or receive military training, the Contractor shall re-assess interest in pursuing post-secondary education within 90 days following emancipation. The Contractor shall provide in-depth information to the youth on at least 10 vocational training options within 180 days following emancipation.
- f. Assist youth in applying for educational and/or vocational financial aid, entrance to post-secondary educational and training institutions, and employment.

#### 24. Expense Management

- a. Youth participating in this program are eligible to receive cash stipends for participation in major events and payment for certain expenses. Stipends are to be submitted, approved, and paid through a process established in collaboration with DPSS.
- b. The Contractor will use the allocation received under this agreement to pay the following expenses:
  - Annual California Youth Connection conference fees for a maximum of 10 (ten) youth and 2 (two) adult supporters.
  - Motel and transportation associated with California Youth Connection conferences.
  - Monthly California Youth Connection state meetings, and
  - Food for local California Youth Connection meetings twice per month.
- c. Incentives provided to Emancipated Youth must clearly be tied to a specific Emancipated Youth.

#### 25. Data Collection Requirements

- a. The Contractor and DPSS shall jointly ensure that all data collection practices preserve client confidentiality.
- b. The Contractor shall maintain a data collection process, which will support the Annual ILP Statistical Report and the Annual ILP Narrative Text Reports.

26. Service Outcomes

Outcome measures are forthcoming. Within 90 days from the start of the Agreement, DPSS and the Contractor shall work in collaboration with each other to develop outcome goals, indicators, measurement tools, tracking and reporting methods which best meet the needs of youth.

Quarter One (1) Planning Goals shall consist of the following:

a. Outcomes:

- (1) Collaboratively, Contractor and DPSS shall finalize outcome goals, indicators, measurement tools, tracking and reporting methods.

b. Scope of Work:

- (1) Based on outcome goals, a revised scope of work will be drafted, with specific attention to After-Care Youth. Other concerns to be addressed, will include, but not be limited to, the following:
  - Definitions;
  - Independent living skills core competencies;
  - Quarterly newsletter collaboration;
  - Life skills workshop time frames;
  - Emancipation, Education, and Employment events, respectively;
  - 17+ staffing/90-day Team Decision Making;
  - Post-emancipation linkages in Blythe; and
  - Quarterly bank statement submissions

c. Expense Management:

- (1) Collaboratively, Contractor and DPSS shall finalize a procedure and timeline for youth assistance check processing, by Contractor, and dissemination in collaboration with DPSS as prescribed in DPSS policy and regulations.

d. Active Youth in Post Emancipation Status:

- (1) Collaboratively, Contractor and DPSS shall prioritize after-care youth to receive focused services through a revised scope of work.
- (2) Collaboratively, Contractor and DPSS shall finalize a referral process that identifies the hardest-to-serve youth and services that they will receive.

- (3) Collaboratively, Contractor and DPSS shall finalize a system which prioritizes youth by need and the criteria for referrals.

e. Reporting Requirements:

- (1) Collaboratively, Contractor and DPSS shall finalize reporting requirements to align with the revised scope of work.

27. Quality Assurance

DPSS shall meet periodically with the Contractor to review and evaluate a random selection of ILP case records. The review shall include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases to be reviewed shall be randomly selected by DPSS.

DPSS shall meet periodically to select youth at random to conduct a telephone customer satisfaction survey. The format of the survey will be cooperatively developed with CONTRACTOR, DPSS, and DOP. Results of the survey, when available, will be discussed at the Joint Operational Meetings.

## VI. FISCAL PROVISIONS

### A. MAXIMUM AMOUNT

Total payments under this Agreement shall not exceed \$880,000.

### B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The initial claiming period shall include the period beginning July 1, 2011, through June 30, 2012. All other claims shall be submitted no later than forty-five (45) days after the claiming period (calendar month) in which the services were provided. DPSS may reject late claims. These claims shall be processed within twenty (20) calendar days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment. The Contractor shall utilize DPSS Forms 2076A and 2076B, "Contractor Payment Request," attached hereto and incorporated herein in **Exhibit D** and **Exhibit E** respectively.
2. The Contractor shall submit all claims for payment and supporting documents that correspond to the Line Item Budget, **Exhibit F**, for the claiming period. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the report or receipts are received by DPSS. Instructions for and copies of the required billings are contained in Exhibit B and Exhibit C, respectively.
3. The Contractor will submit an estimated claim for the month of June to be received by DPSS no later than June 10<sup>th</sup> of the year in which the claim covers, in order to capture that month's payment in that fiscal year. Actual billing for June shall be submitted no later than July 30<sup>th</sup> of the year in which the claim covers, reimbursing DPSS for any overpayment for that month, or requesting payment of the under-billed amount. All claims related to the contract will be submitted within thirty (30) calendar days of the end of this Agreement. Any claim submitted after this will not be paid by DPSS.

4. No payment will be made to the Contractor during periods in which the Contractor has ceased operations or has discontinued services agreed upon in the contract.

#### C. LINE ITEM BUDGET

DPSS will pay the Contractor for services performed under this Agreement according to the Line Item Budget in **Exhibit F**, attached hereto and incorporated herein by this reference.

#### D. FINANCIAL RESOURCES

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

#### E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. 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.
2. 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 Agreement for 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 Agreement and the premises in which it is being performed.

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 DPSS, state, and federal audits are completed, whichever is later.

3. 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 Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
4. 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 any audit.

**F. SUPPLANTATION**

The Contractor shall not claim reimbursement or apply sums received for this Agreement with any other source of revenue.

**G. DISALLOWANCE**

In the event the Contractor receives a payment for services under this Agreement 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.

**H. AVAILABILITY OF FUNDS**

DPSS' obligation for payment under this Agreement is contingent upon availability of funds from which payment can be made.

**I. EQUIPMENT**

1. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or that is furnished to Contractor and has 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 California Department of Social Services [CDSS]). The Contractor further agrees to the following:
  - a. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
  - b. 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 CDSS with ten (10) days of any request therefore; and
  - c. 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.
2. 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 the Contractor incurs if prior approval has not been obtained from DPSS.

## **VII. GENERAL PROVISIONS**

### **A. EFFECTIVE PERIOD**

This Agreement is effective for the period of July 1, 2011 through June 30, 2012.

### **B. INDEPENDENT CAPACITY**

Each party shall act in an independent capacity and not as an agent or employee of the other.

### **C. CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

The Contractor agrees to inform DPSS of all of the Contractor's interests, which are, or the Contractor believes to be, incompatible with any interests of DPSS.

### **D. LICENSES AND PERMITS**

In accordance with the provisions of Chapter 9, Division 3, 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, the State of California, the County of Riverside, and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

### **E. CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all information and records pertaining to Welfare and Institutions Code, Section 10850, and CDSS Manual of Policies and Procedures, Division 19 regulations and comply with all other statutory laws and regulations relating to privacy and confidentiality.

## F. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

## G. ELDER AND DEPENDENT ADULT 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.

## H. REPORTING

The Contractor will provide the following reports:

1. The Contractor shall work in conjunction with DPSS. Contractor shall provide DPSS with necessary information to complete the State of California 405A Annual ILP Statistical Report. The Contractor shall complete the areas DPSS designates to the Contractor no later than 2 weeks from the request.
2. Within 90 days of the start of this agreement, CONTRACTOR and DPSS will cooperatively develop and implement a quarterly YOUTH SERVICES REPORT format. Report elements include but may not be limited to:
  - Youth's name
  - Youth's social security number
  - Youth's date of birth
  - Youth's county of jurisdiction
  - Agency (DPSS or DOP)
  - Name of Youth's EC
  - Number of EC face-to-face contacts with that youth
  - Date of last TILP \*Program Request
  - Date of last Youth Emancipation Conference
  - Anticipated Date of Emancipation
  - Emancipation Date
  - Date of next court hearing
  - Itemized listing of services (reimbursements, incentives, etc.) provided to that youth during the reporting period
3. Within 90 days of the start of this agreement, CONTRACTOR and DPSS will cooperatively develop and implement a format and process for the Quarterly Training and Special Events Report, to report the frequency, nature, and quality of each youth's participation in seminars, workshops, major and special events. Report elements include but not are limited to youth's:
  - Youth's Name
  - Youth's Social Security Number

- Youth's Date of birth
  - Listing of each youth's participation in all seminars, workshops, major and special events that identify the event by name and date of participation for that reporting period
  - Evaluation of participation in the program
  - Incentives received
4. Develop and submit written subject content, learning objectives and a participant evaluation process for each major or special event to DPSS for review and approval prior to the actual event.

The Contractor shall have the capability to produce statistical and/or ad hoc reports on request.

All reports will be submitted electronically and be compatible with MS Excel, MS Access, or MS Word applications. The Contractor shall have the ability to provide program data upon request in a form, which will import into MS Excel or MS Access.

Data submitted to DPSS may be published or reported in public forums, at seminars, or other public events; included in written reports; posted for public review; or submitted for publication. All data will be reported in aggregate and clients will not be individually identified.

#### I. NOTICES

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

**DPSS:** Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, California 92503

**DOP:** Department of Probation  
Juvenile Division  
4095 Lemon Street, 3<sup>rd</sup> Floor  
P.O. Box 833  
Riverside, CA 92502

**CONTRACTOR:** Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

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 Agreement 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

## J. INSURANCE

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 coverage during the term of this Agreement.

### Workers' Compensation:

If Contractor has employees as defined by the State of California, Contractor shall maintain Workers' 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. 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.

### 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, cross liability coverage, and employment practices liability 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, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured for liability arising out of the services of the Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in anyway relating to this Agreement. 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 Agreement or be no less than two (2) times the occurrence limit.

### Vehicle Liability:

If Contractor's vehicles or mobile equipment is used in the performance of the obligations under this Agreement, 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 Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.

### 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 an 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 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original 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 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 Agreement 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 original policies, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect.
4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and 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. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage 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 Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

**K. 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 (the "COUNTY'S Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, 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 Agreement and Contractor shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the COUNTY'S Indemnified Parties in any claim or action based upon such liability.

County shall indemnify and hold harmless the Contractor, its officers, employees, subcontractors, agents or representatives (the "Contractor's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement and County shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Contractor's Indemnified Parties in any claim or action based upon such liability.

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

Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

**L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law

104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

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  
(909) 358-3030

**M. ASSIGNMENT**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS. Any attempt to assign or delegate any right or obligation herein shall be deemed void and of no force or effect.

**N. SUBCONTRACT FOR SERVICES**

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

**O. DISPUTES**

Except as otherwise provided in this Agreement, any dispute between the parties as to performance of the work, the interpretation of this Agreement, payment or nonpayment for work performed, or for disputes on whether or not the Contractor is in default, the parties shall attempt to resolve the dispute by mediation or other means. If the Contractor has not been previously terminated by DPSS; then pending resolution of the dispute, the Contractor agrees to continue to work diligently to completion, and DPSS agrees to make payments as called for herein, except that DPSS may withhold only those funds which are in dispute.

**P. TERMINATION**

Either party may terminate this Agreement without cause 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 payment for all services performed up to the date that written notice was given in a prorated amount.

DPSS may terminate this Agreement with cause by giving five (5) days written notification to the Contractor should the Contractor fail to perform the covenants of this Agreement in the time and manner specified. In the event of such termination, DPSS

may proceed with the work in any manner deemed proper by DPSS. Notice shall be deemed served on the date of mailing.

**Q. NON-DISCRIMINATION ASSURANCE**

The Contractor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, age or sex in the performance of this agreement, and, to the extent they shall apply with the provisions of the Fair Employment and Housing Act (FEHA) at Gov. Code 12900 et seq., and the Federal Civil Rights Act of 1064 (P.L. 88-352).

**R. CLIENT CIVIL RIGHTS COMPLIANCE**

**a. Assurance of Compliance**

The Contractor assures it will comply with Title VI 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; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, marital status, sex, age, or disability 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 assistance; and give assurance 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 Contractor 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 contractor 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 11135-39, 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state 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.

S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, 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. The Contractor shall comply with Section 11320 of the Welfare and Institutions Code as added by AB 2580 (Chapter 1025, Statutes of 1985).

T. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements or conditions of this Agreement including, but not limited to reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may terminate this Agreement (as further specified in the TERMINATION Clause) and may take any other remedies available at law, or otherwise specified in this Agreement. 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 shall not be entitled to later recovery; and/or
3. Withhold funds pending curing of the breach; and/or
4. Offset against any monies billed by the Contractor but unpaid by DPSS. DPSS and/or the CDSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

U. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret

the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

**V. MODIFICATION OF TERMS**

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

**X. ENTIRE AGREEMENT**

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



## ETO REFERRAL FORM

EXHIBIT A

Add Participant:

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

## EXHIBIT A

Primary Probation Officer:

Primary Probation Officer Phone Number:

ILP Social Worker:

ILP Probation Officer:

RCC Coach:

State ID:

TILP Attachment:

## Assessment Attachment:

Primary Language:

Secondary Language:

Employed:

Type of Employment:

TILP Signed Date:     
today | +1 | +7 | +30 | +90

TILP Due (# of days):

TILP Overdue (# of days):

married: ☒ Yes/True  
☐ No/False

Enroll in Program: ILP - DPSS



Program Start Date:

Projected End Date:

(optional)

 SUBMIT

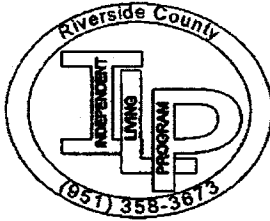


EXHIBIT B

**DOP In-Care Referral Form**

Date Prepared:

<b>Youth Information:</b>	
Name:	Ethnicity:
Address:	Telephone:
DOB:	SSN:
Caregiver Name:	
<input type="checkbox"/> DPSS <input type="checkbox"/> Probation <input type="checkbox"/> Kin-Gap <input type="checkbox"/> Out-of-County, if yes county of Jurisdiction	
<i>Note:</i> Out-of-County youth are youth who are dependents in a jurisdiction other than Riverside but are placed in Riverside. Kin-Gap youth are youth no longer dependents of Riverside County and are in legal guardianship with a relative.	

<b>Social Worker/Probation Officer's Information:</b>	
ILP Social Worker/Probation Officer:	Telephone:
Social Worker:	Telephone:
Probation Officer:	Telephone:

<b>Employment/Volunteer Status :</b>		
<input type="checkbox"/> Currently Employed at:	<input type="checkbox"/> Part Time, hours#	<input type="checkbox"/> Full Time
<input type="checkbox"/> Volunteer at:	Number of hours	
<input type="checkbox"/> No Job Experience	<input type="checkbox"/> Some Job Experience	
<input type="checkbox"/> Currently seeking Employment		

<b>Other Pertinent Information such as Medication and Behavioral Issues:</b>

DPSS 3479 (05/06) In-Care Referral



EXHIBIT B

**DOP After-Care Referral Form**

Date Prepared:

<b>This Form Must be Completed Six (6) Months Prior to Youth Emancipation</b>			
Name of Youth:	DOB:	SSN:	Ethnicity:
Address:			Telephone:
Name of Care Provider:			Telephone:
Type of Placement:			
Name of Social Worker:			Telephone:
Name of Probation Officer:			Telephone:
Name of ILP Social worker/Probation Officer:			Telephone:
Name of Mentor:			Telephone:

<b>Narrate Needs/Plans for Youth to Include:</b>
<input type="checkbox"/> Emancipation Plans:
<input type="checkbox"/> Employment, Current and Future Plans:
<input type="checkbox"/> Housing Plans on day of Emancipation:
<input type="checkbox"/> Education, Current Status and Future Plans such as Applied Vocational/2 yr/4yr, FAFSA and other Scholarships:
<input type="checkbox"/> Medical Information such as Medication, Health Needs/Limitations:
<input type="checkbox"/> Behavioral/Social Issues:
Additional Information to Include Extracurricular/Volunteer:

DPSS 3479 (05/06) Pre-Aftercare Referral



**CONTRACTOR PAYMENT REQUEST**

EXHIBIT D

DPSS 2076A (Rev. APRIL, 2003)

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

FROM: \_\_\_\_\_  
 Remit to Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contract Number \_\_\_\_\_

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

Select Payment Type(s) Below

☐ **Advance Payment** \$ \_\_\_\_\_  
 (If allowed by Contract/MOU)

☐ **Actual Payment** \$ \_\_\_\_\_  
 (Same amount as 2076B if required)

☐ **Unit of Service Payment** \$ \_\_\_\_\_  
 \_\_\_\_\_ (# 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 # \_\_\_\_\_

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

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



Business Unit (5) \_\_\_\_\_

Purchase Order # (10) \_\_\_\_\_

Invoice # \_\_\_\_\_

Account (6) \_\_\_\_\_

Amount Authorized \_\_\_\_\_

Comments \_\_\_\_\_

Fund (10) \_\_\_\_\_

If amount \_\_\_\_\_

authorized \_\_\_\_\_

Dept ID (10) \_\_\_\_\_

is different \_\_\_\_\_

from amount \_\_\_\_\_

requested \_\_\_\_\_

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 \_\_\_\_\_

**DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS**  
**Instructions for Form 2076A**

**Mailing Instructions:** When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include Form 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 Form 2076A.  
*[see method, time, and schedule/condition of payments].*  
*(Please type or print information on all DPSS Forms.)*

**FORM 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 S  
HOULD BE LEFT BLANK.**





**DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS**  
**Instructions for Form 2076B**

**Mailing Instructions:** When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include Form 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 Form 2076A.  
*(see method, time, and schedule/condition of payments).*  
*(Please type or print information on all DPSS Forms.)*  
*information on all DPSS Forms.)*

**FORM DPSS 2076B**

**CONTRACTOR EXPENDITURE REPORT**

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A.  
*Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.*

**"Contractor Name"**

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

**"Actual Expenditures For"**

The billing period you are requesting payment for.

**"Contract Number"**

Can be found on the first page of your contract.

**"Approved Budget Amount"**

Current itemized budget amount as approved *(or amended)* in accordance with the Fiscal Provisions of your executed Contract/MOU agreement.

**"Current Expenditures"**

Itemized expenditures incurred during the billing period.

**"Cumulative Expenditures"**

Cumulative expenditures from previous billings plus current expenditures.

**"Unexpended Budgeted Amount"**

Approved budget amount less cumulative expenditures.

**"In-kind/Cash Contribution"**

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank.  
*The same documentation is required for match as for actual reimbursable costs.*

**"Client Fees Collected"**

If your contract allows you to collect client fees fill in the total amount collected *(if not specifically addressed in your Contract/MOU you may not collect additional fees from the client).*

**RCC ILP FY 11-12  
LINE ITEM BUDGET**

**Exhibit F**

<b>A. Administration Expenditures (ILP)</b>	
<b>Salaries</b>	
Administrative Salaries	\$81,366.00
Benefits	\$30,852.00
<b>Sub Total Administration Cost</b>	<b>\$112,218.00</b>
<b>B. Operation Expenses (ILP)</b>	
Office Supplies	\$2,500.00
Operating Expenses and Services	\$27,340.00
<b>Sub Total Operating Expenses</b>	<b>\$29,840.00</b>
<b>C. Consultants</b>	
	\$0.00
<b>D. Conference Expenses</b>	
	\$0.00
<b>E. Lecturers</b>	
	\$0.00
<b>F. Case Management Expenditures (ILP)</b>	
<b>Salaries</b>	
Case Management Salaries	\$305,589.00
Benefits	\$155,928.00
<b>Sub Total Case Management Cost</b>	<b>\$461,517.00</b>
<b>G. Subcontracts</b>	
MSJC	\$68,625.00
<b>Sub Total Subcontracts</b>	<b>\$68,625.00</b>
<b>H. Pre-Emancipation Assistance</b>	
	\$105,800.00
<b>I. Post-Emancipation Assistance</b>	
	\$102,000.00
<b>Grand Total of all Expenses</b>	<b>\$880,000.00</b>