

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

612



FROM: Economic Development Agency

SUBMITTAL DATE:
October 20, 2011

SUBJECT: Purchase of Social Transition Workshop Services from Reality Approach Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the purchase of Social Transition Workshop services for parolees participating in the New Start program not to exceed \$60,000 from Reality Approach Inc., without securing competitive bids in accordance with Ordinance 459.4; and
2. Authorize the Assistant CEO/EDA, or designee, to negotiate and execute agreements or any amendments provided they are form approved by County Counsel.

BACKGROUND: (Commences of page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 10/18/11
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 60,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Workforce Investment Act (WIA) Governor's Discretionary California Department of Corrections and Rehabilitation Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley 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: November 1, 2011
xc: EDA, Purchasing, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: Kecia Harper-Ihem
Deputy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 3.7

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: Mark Seiler 9-27-11
 ANITA C. WILSON, Environmental Concurrence DATE
 Mark Seiler, Assistant Director
 Riverside County Purchasing and Fleet Services
 Policy / Consent
 Policy / Consent
 Dept't Recomm.: / Per Exec. Ofc.:

BACKGROUND:

The Economic Development Agency is seeking approval to purchase Social Transition Workshop services from Reality Approach Inc. that provide comprehensive services to meet the needs of parolees' successful reentry into the community. Reality Approach Inc.'s program design challenges parolees both physically and therapeutically to participate in activities that transition them into progressive relationships and interaction. These skills are critical to successful reintegration and employment. The activities provided through the Social Transition Workshops promote self-awareness and team sensitivity. This offers an innovative approach to the parolee reentry process resulting in benefits to public safety and the long-term reintegration of the parolee. The duration of the services requested will be Oct 25, 2011 through March 31, 2012.

PRICE REASONABLENESS:

Pricing for the Reality Approach Inc., Social Transition Workshops has been deemed to be fair and reasonable by comparison with other service providers of similar services. Reality Approach Inc. offers the most comprehensive services targeted specifically to parolees in meeting the full array of workshop services in one location with one provider. The rate is comparable or less than the cost of accessing services from multiple providers to provide a similar combination of services. Several other providers were researched and none offer the comprehensive approach of Reality Approach Inc. that has proven successful.

Date: August 1, 2011
From: Lisa Brandl, Managing Director
Department/Agency: Economic Development Agency (EDA)
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for (Sole Source Procurement Request for Reality Approach Inc. –Service Provider)

The below information is provided in support of my Department 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 sole source.

1. **Supply/Service being requested:** Social Transition Workshops for Parolees
2. **Supplier being requested:** Reality Approach Inc. 11919 Bayless Street, Moreno Valley, CA 92557
3. **Alternative suppliers that can or might be able to provide supply/service:** None available with the comprehensive scope provided by Reality Approach Inc. The service being procured is specifically targeted to parolees. While other service providers may offer single services to ex-offenders, Reality Approach Inc. has developed a comprehensive program that addresses the special needs of parolees as they reenter the community. No other organization (community-based, faith-based or governmental) is equipped to provide comprehensive reintegration services to this specialized population in Riverside County. This service provider serves parolees exclusively and is knowledgeable and responsive to the needs of this target population.
4. **Extent of market search conducted:** The first service provider, Anderson & Anderson Anger Management provides services to individuals who are interested in or in need of learning how to deal with their anger or someone else's anger. The cost of the enrollment, assessment and 8 hours of class is \$520 per individual.

The second service provider, A Better Tomorrow offers drug and alcohol treatment services. The out-patient program located in Murrieta is an 8 week program comprised of weekly sessions with 12 weeks of after care, with a total cost of \$2,900 per individual.

The third service provider, Olive Branch Counseling (Mr. Ken Olsen, Marriage and Family Therapist) offers court run classes in Domestic Violence/Anger Management. The number of sessions are determined by court-order or for self-referred individuals are based on intake. Each session costs \$20-\$30.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Reality Approach Inc.'s program design challenges parolees both physically and therapeutically to participate in activities that transition them into progressive relationships and interaction. These skills are critical to successful reintegration and employment.

The program design is as follows:

Life Skills Training
Coping and Motivational Skill Development
Parolee Social Transition Training
Isolation Issues Identification
Awareness of Transference and Counter Transference Behaviors
Alcohol and Drug Abuse Intervention
Separation from Imprisonment
Housing Referrals and Placement
Establishment of a Health and Stable Environment
Avoiding Recidivism
Money Management

The service provider offers many activities through their Social Transition Workshops. These workshops promote self-awareness and team sensitivity.

The service provider offers services specifically for parolees and are equipped to handle the special needs of this population. Reality Approach Inc. offers an innovative approach to the prisoner reentry process that results in benefits to public safety and the long-term reintegration of the parolee.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The Reality Approach Inc. program design is responsive to the needs of the parolee population. The county will benefit from: 1) a lower recidivism rate that directly translates into the reduction of costs associated with a parolees return to prison (e.g. arrest and sentencing processes and corrections expenditures); 2) lower crime rates; and, 3) increased community stabilization. Reality Approach Inc. will provide additional stabilization to this population by conducting focused follow-up activities at no charge.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** Cost per course is \$2,000 (based on a minimum enrollment of 8/maximum of 20). Cost per participant is \$250 if maximum is enrolled for duration of six weeks, four hours per day.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No. The program is targeted to a specialized population and will not exceed the duration of a prisoner-to-employment grant currently managed by EDA/Workforce Development Division. The grant period is through March 31, 2012.

Economic Development Agency
Sole Source Procurement; Request for (Sole Source Procurement Request for Reality
Approach Inc. -Service Provider)
August 1, 2011
Page 3

9. **Period of Performance:** Anticipated need is June 30, 2011 through March 31, 2012,
total cost not to exceed \$60,000.

Lois Brandl 9/12/11
Department Head Signature **Date**

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
M. [Signature] 9-26-11
Purchasing Agent **Date**
Approval #12-224

**Reality Approach Inc.
for
Social Transition Workshops and Case Management**

This Agreement, made and entered into this 25th Day of October, 2011, by and between Reality Approach Inc., (herein referred to as "Contractor"), and the **County of Riverside Economic Development Agency/Workforce Development Division**, (herein referred to as "County").

WHEREAS, the County has entered into a grant agreement with the State of California, hereinafter referred to as the "Grantor," pursuant to the Workforce Investment Act of 1998 (WIA); and

WHEREAS, Government Code Section 31000 authorizes the County to contract for special services with a person/agency who is specially trained and experienced and who is competent to perform the special services required; and

WHEREAS, Contractor has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- A. **Description of Services:** Contractor shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.
- B. **Period of Performance:** This Agreement shall be effective as of October 25, 2011, and continue in effect through March 31, 2012, unless terminated as specified in Paragraph G on page 5. It is mutually agreed and understood that the obligation of the County is limited by, and contingent upon, the availability of WIA funds for the reimbursement of Contractor's expenditures during this period of performance. In the event that such funds are not forthcoming for any reason, County shall immediately notify Contractor in writing, via facsimile, or certified mail, return receipt requested, that this Agreement shall be deemed terminated and have no further force and effect. In the event of such termination, Contractor shall be entitled to reimbursement for services provided prior to and up to termination notification.
- C. **Compensation:** The Total amount of compensation paid to the Contractor under this Agreement shall not exceed the sum of \$50,000 (fifty-thousand), unless a written amendment to this Agreement is executed by both parties prior to performance of additional service. Contractor shall provide the services as outlined in Exhibit A, the Contractor shall submit an invoice and signed attendance sheets, noting the workshop(s) and date of completion as documentation for payment. Upon receipt of invoice and required documentation, County agrees to pay the invoice within forty-five (45) calendar days.
- D. **Hold Harmless-Independent Contractor:** It is understood and agreed that Contractor is an independent Contractor and that no relationship of employer employee exists between the parties hereto. Contractor shall not be entitled to any benefits payable to employees of County, including County Workers' Compensation Benefits. County is not required to make any deductions from the compensation payable to Contractor under the provisions of this Agreement; and 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 Agreement. It is further understood and agreed by the parties hereto that Contractor, in the performance of their obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services to be performed and not as to the means and methods for accomplishing the results.

- E. **Insurance:** Contractor shall indemnify and hold County, its officers, agents and employees, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any acts or omission of Contractor, relating to or in any way connected with or arising from the accomplishment of the work by Contractor. Contractor further agrees to protect, indemnify and defend at its expense, including attorney fees, County, its officers, agents and employees in any legal action(s) or claim(s) based upon such alleged acts or omissions whether the subject action(s) or claim(s) are well-founded, properly filed or pleaded, or not commenced in a court of competent jurisdiction.

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 Contractor's sole cost and expense, evidence for coverage listed below within ten (10) days following execution of this Agreement.

1. **Worker's Compensation**

If Contractor has employees as defined by the State of California, Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's 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.

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, 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, its Agencies, Contractors, Workforce Investment Board (WIB), Special Contractors, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. 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.

3. **Vehicle Liability**

NOTE: Vehicle Liability-If Contractor uses vehicles in the performance of this agreement and does not transport participants, paragraph 3a applies. If Contractor uses hired or chartered transportation, and transports participants, then 3b and 3c applies.

- a. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain vehicle 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. The Policy shall name the County, its Agencies, Contractors, WIB, Special Contractors, and appointed officials, agents or representatives as Additional Insured.

- b. Contractor shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 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. The policy shall name the County, its Agencies, Contractors, WIB, Special Contractors, and the Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.
- c. If Contractor elects to transport participants in any manner other than public transportation the Contractor agrees to maintain, or have their Sub-Contractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County, its Agencies, Contractors, WIB, Special Contractors and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

4. General Insurance Provisions-All Lines

- a. 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 (1) policy term.
 - 1) The Contractor shall cause its insurance carrier(s) to furnish the County with either: 1) a properly executed original ACCORD 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) shall provide no less than thirty (30) days written notice be given to the County prior to any material modification, cancellation or expiration, or reduction in coverage of such insurance. In the event of material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original ACCORD Certificate of Insurance and original copies of endorsements or certified original policies, including all Endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect.
 - 2) 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 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- b. The County's Reserved Rights, if during the term of this Agreement 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 to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years, the County reserves the right to adjust the types of insurance coverage's currently required under this Agreement and the monetary limits of liability for the insurance coverage's 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. The requested changes by the County shall be in line with insurance industry standards and subject to Contractor's review and acceptance.
- c. It is understood and agreed to 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.
- d. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- e. Contractor agrees to notify the County of any claim(s) by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

5. Self-Insured:

- a. The Contractor's must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and a the election of the County's Risk Manager, Contractor carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance.

F. Indemnification: The 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 the Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, 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 the Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. 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 Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

- G. **Termination:** This Agreement may be terminated without cause by either party by giving a thirty (30) day written notice of intention to terminate, and may be terminated for cause by either party by giving five (5) day written notice of intention to terminate. Notwithstanding any of the provisions of this Agreement, Contractor's rights under this Agreement shall terminate (except for compensation earned prior to the date of termination) upon Contractor's bankruptcy, or in the event of fraud, dishonesty, or a willful or material breach of this Agreement by Contractor or, at County's election, in the event of Contractor's unwillingness or inability for any reason whatsoever to perform the duties hereunder.
- H. **Conflict of Interest:** The Contractor and its employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates therefore, in administering the Agreement Contractor will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends or associates.
- I. **Administration:** Felicia Flournoy, Director of Workforce Development shall administer this Agreement on behalf of County.
- J. **Assignment:** This Agreement shall not be assigned by Contractor, either in whole or in part, without prior written consent of County. Any assignment or purported assignment of this Agreement by Contractor without the prior written consent of County will be deemed void and of no force or effect.
- K. **Code of Conduct:** The Service Provider agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Agreement.
- L. **Patents and Copyrights:** If any project produces patentable items, patent rights, processes or inventions in the course of work under a Department of Labor (DOL) grant or agreement, the Contractor shall report the fact promptly and fully to the County. The County shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the County and the DOL or its representative on these matters, DOL shall determine whether to seek protection on the invention or

discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34.

Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the County which developed the work are free to copyright material or to permit others to do so. The County and the WIB shall have a royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to authorize other to use all copyrighted material.

- M. **Alteration:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- N. **License and Certification:** Contractor verifies, upon execution of this Agreement, possession of a current and valid license in compliance with any local, state, and federal laws and regulations relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.
- O. **Confidentiality:** Contractor shall observe all federal, state and County regulations concerning confidentiality of records. Contractor shall refer all requests for information to County.
- P. **Work Product:** All original reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement become the property of the County. The County reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the County.
- Q. **Jurisdiction, Venue, Attorney Fees:** This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the Superior court in the County of Riverside, State of California.
- R. **Waiver:** Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping County from enforcement hereof.
- S. **Debarment:** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510 (Lower Tier). The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Agreement.
- T. **Severability:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- U. **WIA Fund Restrictions:** The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under WIA. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the Contractor's office and made available at all times for audit and monitoring purposes.
- V. **Monitoring and Reporting:** The Contractor will comply with controls, recordkeeping and accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper accounting for funds paid under this Agreement. At such times and in such form, the County may require statements, records, reports, data and information pertaining to this Agreement be maintained on file for purpose of an audit or examination. Retention of all records for three (3) years after the County makes final payment and all other pending matters are closed, is required.
- W. **Fraud and Abuse:** The Contractor shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Contractor shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported to the County's Program Operations Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Contractor's file.
- X. **Record Retention:** Contractor agrees to retain all records pertaining to this Agreement under WIA programs for a period of three (3) years after termination of this Agreement. If, at the end of three (3) years, there is an ongoing litigation or an audit involving those records, the Contractor shall retain the records until the resolution of such litigation or audit is completed. The DOL of Labor, the Grantee, and the County reserve the right to monitor and visit, announced or unannounced, the Contractor's facilities at any time during normal business hours. The monitoring shall be conducted in accordance with the EDA WIA Monitoring Guide and WIA State Directives.
- Y. **Failure to Perform:** Should Contractor fail to perform the services as outlined in Exhibit A, the County and Contractor will meet and confer to modify the Scope of Work and compensation arrangements.
- Z. **Notices:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:

Riverside County Economic Development Agency/Workforce Development Division
1325 Spruce Street, Suite 110
Riverside, CA 92507
Attention: Felicia Flournoy, Director of Workforce Development

CONTRACTOR:

Reality Approach Inc.
Attention: Arthur Clark, Sr., Chief Executive Officer

If the name of the person designated to receive the notices, correspondence or communication, or the address of such person is changed, written notice shall be given within five (5) working days of said change.

AA. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS HEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

COUNTY OF RIVERSIDE:

Felicia Flournoy
By: Felicia Flournoy

Title: Director of Workforce Development

10/17/11
Date

CONTRACTOR

Arthur Clark Sr.
By: Arthur Clark Sr.

Title: Chief Executive Officer

10/6/11
Date

County Counsel
Approval

FORM APPROVED COUNTY COUNSEL

BY: ANITA S. WILLIS 10/17/11
DATE

SCOPE OF WORK

Reality Approach Inc.'s program design challenges parolees both physically and therapeutically to participate in activities that transition them into progressive relationships and interaction. These skills are critical to successful reintegration and employment. The county will benefit from: 1) a lower recidivism rate that directly translates into the reduction of costs associated with a parolees return to prison (e.g. arrest and sentencing processes and corrections expenditures); 2) lower crime rates; and, 3) increased community stabilization.

The program design is as follows:

- Life Skills Training
- Coping and Motivational Skill Development
- Parolee Social Transition Training
- Isolation Issues Identification
- Awareness of Transference and Counter Transference Behaviors
- Alcohol and Drug Abuse Intervention
- Separation from Imprisonment
- Housing Referrals and Placement
- Establishment of a Healthy and Stable Environment
- Avoiding Recidivism
- Money Management

INITIATIVES AND OBJECTIVES

Contractor will provide the following workshops for Parolees at the County's Workforce Development Centers in Riverside and Southwest: Social Transitional Effectiveness I (Beginner) and Social Transitional Effectiveness II (Advanced). The workshops will cover a variety of life, coping and transition issues unique to the parolee.

Contractor requires a minimum of eight (8) participants per class at the rate of \$350 per participant/\$2,800 per STE1 Beginner and STE2 Advanced. The Social Transitional Effectiveness Curriculum consists of beginner and advanced classes.

Life Skills Training
Social Transitional Effectiveness I (STE1 Beginner)
Module 1-Isolated & Locked down
Module 2-Unlocking the Essence of Anger: Transference & Counter-transference
Module 3-Identity Distortion: Clarifying Steps for Successful Decision-Making

Module 4-Appropriating Positive Personal and Societal Conflict Negotiations
Module 5-Uncovering the Layers of the Institutional Mentality
Workshop Session-"Redirecting Your Imagination for Positive Outcomes"
Career Workshops-Construction, Music Industry, Entrepreneurship, etc.
Social Transitional Effectiveness II (STE 2-Advanced)
Module 1-Remolding and Remodeling: Developing Positive Relationships
Module 2-Object Relations: Positive Parenting in Today's Society
Module 3-Man in the Mirror: What Does the Employer See?
Module 4-Balancing the Benjamin's and Accessing Resources
Module 5-Call 911: Healthy Lifestyle Choices
Workshop Session-"Catching a Case: Understanding the Law"
Career Workshops-Construction, Music Industry, Entrepreneurship, etc.

Contractor shall also provide additional stabilization to the parolee by conducting focused follow-up activities.. The activities will include tracking all enrollments, documenting number of workshop completions, contact with each parole officer, enrollment in training, job placement, wage at placement and recidivism. In addition, Contractor shall provide monthly reports documenting the status of the parolee participation and follow-up activities to each County Coordinator and copy to the Grant Manager.

A. Training Locations

Contractor will coordinate with County New Start Coordinators at the Riverside and Southwest Workforce Development Centers to confirm dates and times of the Social Transitional Effectiveness Workshops. County will ensure a minimum co-hort of eight (8) participants to be confirmed with the Contractor in a roster with participant names at least ten (10) working days in advance of each scheduled STE1 Beginner and STE2 Advanced sessions. Should the County be unable to provide a roster to the Contractor within the stated time frame additional start dates and times will be coordinated by the County and Contractor.

Exhibit B

PAYMENT SCHEDULE

REALITY APPROACH INC.		
Budget Detail		Total
A. Cost Per Participant	\$350	60 participants minimum (350 x 60=21,000) Minimum 21,000
Social Transitional Effectiveness I (STE1 Beginner)	\$350	(\$350 x 8) participants minimum \$2,800
Social Transitional Effectiveness II (STE 2-Advanced)	\$350	(\$350 x 8) participants minimum \$2,800
B. Total Budget	\$50,000	

Total agreement cost not to exceed \$50,000 for Social Transitional Effectiveness workshops. Contractor will invoice 100% of each Social Transitional Effectiveness I and II workshops upon enrollment confirmation of the first class.

INVOICE

CONTRACTOR: Reality Approach Inc.			
ADDRESS:			
Payment Request for Services Rendered			
Program: _____			
Rate/Minimum: \$350/Participant; 8 class minimum enrollment			
Meeting Location: _____			
Dates: From _____ to _____			
Submitted by: _____ Title: _____ Date: _____			
Rate Per Participant	Number of Participants	Number of Day(s)	Total
Total for this Invoice:			\$

Contractor will provide copies of class rosters and sign-in sheets to include the title of each workshop and date(s) or each workshop. Case Management/follow-up activities will be documented through submitting copies of monthly reports. All supporting documentation must be included with each original invoice.

*** Includes all expenses associated with the Scope of Work*