

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

521



FROM: Department of Public Social Services

SUBMITTAL DATE:
May 14, 2013

SUBJECT: Approval of Amendment #1 to Agreement #CS-02593 with Oak Grove Center for Education, Treatment & The Arts for Independent Living Skills (ILP) Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached Amendment #1 to Agreement #CS-02593 with Oak Grove Institute Foundation, DBA Oak Grove Center for Education, Treatment & The Arts for the period of December 1, 2012 to June 30, 2013 increasing the FY 12/13 amount by \$89,810 to \$580,164, increasing the FY 13/14 through FY 15/16 annual renewal amounts by \$89,810 to \$930,417;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 89,810	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12-13

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 0% State Funding: 0%; County Funding: 0%; Realignment Funding: 100%; Other Funding: 0%	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: May 14, 2013
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

RECEIVED RIVERSIDE COUNTY
MAY 14 2013

Prev. Agn. Ref.: 12/4/12 (#3.26) District: All Agenda Number:

3-20

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
ELEM: M. BOEVA
DATE: 4-26-13
Purchasing: *[Signature]*
Mark Seller, Assistant Director
Departmental Concurrence

Policy Consent
Policy Consent
Dept's Recomm.:
Per Exec. Ofc.:

RE: Approval of Amendment #1 to Agreement #CS-02593 with Oak Grove Center for Education, Treatment & The Arts for Independent Living Skills (ILP) Services

Date: May 14, 2013

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BACKGROUND (Continued):

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 16-21, to acquire specific life skills competencies enabling youth to become independent adults.

On December 4, 2012 (#3.26), the Board approved the original FY 12/13 agreement with Oak Grove Center for Education, Treatment & The Arts to provide ILP services to Foster Care youth for \$490,354.08 for seven (7) months. Of the \$89,810 increases for FY 12/13 through FY 15/16, \$30,000 will be utilized each year for graduation incentives for a total of 120 youth. The additional \$59,810 in Emancipated Youth Stipends (EYS) will be expended on employment and education support for emancipated youth.

The Department of Public Social Services would like to respectfully request the Board approve Amendment #1 to Agreement #CS-02593 with Oak Grove Center for Education, Treatment & The Arts, increasing the Maximum Reimbursable Amount (MRA) for FY 12/13 by \$89,810 from \$490,354 to \$580,164, and increasing the MRA for FY 13/14 through FY 15/16 by \$89,810 from \$840,607 to \$930,417.

FINANCIAL:

Funds to increase the Current Year Maximum Reimbursable Amount (MRA) of this Agreement were included in the FY 12/13 budget. Ongoing funds have been re-allocated to increase the MRAs in FY 13/14 through FY 15/16 by \$89,810. No County funds are used in this Agreement.

ATTACHMENTS:

Three (3) originals of Amendment #1 to the Professional Services Agreement #CS-02593 with Oak Grove Institute Foundation, DBA Oak Grove Center for Education, Treatment & The Arts

CONCUR/EXECUTE – Riverside County Purchasing and Fleet Services

SL:PR:ch

Original 1 of 3

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 1
PROFESSIONAL SERVICES AGREEMENT WITH

Oak Grove Center for Education, Treatment & The Arts
Emancipation and Independent Living Program Services

PROFESSIONAL
SERVICES CONTRACT: CS-02593-01

CONTRACT TERM: December 1, 2012 through June 30, 2013

EFFECTIVE DATE
OF AMENDMENT: December 1, 2012

MAXIMUM AMOUNT: \$580,164.00

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Oak Grove Center for Education, Treatment, & The Arts, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. On the Recitals Page, and every page thereafter, amend all references to the contract number to read: CS-02593-01
2. On the Recitals Page, amend the reference to Oak Grove Institute Foundation Inc. to read "Oak Grove Institute Foundation Inc., DBA Oak Grove Center for Education, Treatment & The Arts."
3. On the Recitals Page, amend the reference to the MAXIMUM REIMBURSABLE AMOUNT to \$580,164.00.
4. On the Recitals Page, amend the recitals to read:

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

WHEREAS, Oak Grove Center for Education, Treatment & The Arts is qualified to provide Emancipation and Independent Living Program Services;

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

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

5. On the Recitals Page, amend the Contractor Authorized Signature reference to be "Oak Grove Center for Education, Treatment & The Arts".
6. In the List of Exhibits, amend the reference to Exhibit C to read, "Incident Report, Revised 3/1/13".
7. Delete Exhibit C and replace with new Exhibit C Revised 3/1/13.
8. In the List of Exhibits, amend the reference to Exhibit E to read, "Line Item Budget and Narrative, Revised 3/1/13".
9. Delete Exhibit E and replace with new Exhibit E Revised 3/1/13.
10. Delete Section I.B in its entirety and replace with, "'Contractor' refers to Oak Grove Center for Education, Treatment and The Arts".
11. Delete Section IV. DPSS RESPONSIBILITIES, Item A in its entirety and replace with, "Assign staff to be the liaison between DPSS and the Contractor."
12. Delete Section IV. DPSS RESPONSIBILITIES, Item B in its entirety and replace with, "DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring."
13. Delete Section IV. CONTRACTOR RESPONSIBILITIES, Item A.1 in its entirety and replace with, "Assign staff to be the liaison between the Oak Grove Center for Education, Treatment & The Arts and DPSS."
14. Delete Section IV. CONTRACTOR RESPONSIBILITIES, Item A.8 in its entirety and replace with the following:

"Contractor shall implement service delivery processes that ascribe to utilizing the concepts of the Ansell-Casey Life Skills Assessment and Positive Youth Development. Positive Youth Development is an approach towards all youth that builds on their assets and their potential, and helps counter the problems that may affect them. Contractor shall administer the Ansell-Casey Life Skills Assessment and Positive Youth Development for After-Care youth and complete a TILP for Kin-Gap referred youth who are receiving ILP services."
15. Delete Section IV. CONTRACTOR RESPONSIBILITIES, Item A.14 in its entirety and replace with the following:

"Contractor shall contact youth's assigned social worker by telephone or email monthly, when warranted. It is expected that Contractor shall contact the assigned social worker when necessary."

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16. Delete Section IV. CONTRACTOR RESPONSIBILITIES, Item A.16 in its entirety and replace with the following:

“16. Contractor shall:

- a. Secure presenters and trainers for workshops and seminars, who are engaging, motivating and knowledgeable concerning challenges faced by youth today. Presenters are expected to address youth in an effective manner. Success and effectiveness of speakers will be determined by participants' evaluations.
- b. Administer a skill assessment at the beginning of each quarter.
- c. Administer a skill attainment at the end of each quarter.
- d. Evaluation of pre- and post-test attainment shall be demonstrated through youth skill assessments and skill attainments, and outcome measures.
- e. Ensure presenters and trainers, and the efficacy of the learning objectives, are held to this standard by conducting evaluations at workshops and seminars, and by monitoring participants' feedback.”

17. Delete Section IV. CONTRACTOR RESPONSIBILITIES, Item A.21 in its entirety and replace with the following:

“21. Contractor shall adhere to the following schedule for drop-in hours, workshops and seminars:

Murrieta, Perris, Riverside and Desert Campuses

All seminars and workshops must be conducted Monday through Friday during the evening hours and on weekends to accommodate the non-school hour availability of the foster youth and their care providers.”

18. Delete Section IV. CONTRACTOR RESPONSIBILITIES, Item A.29 in its entirety and replace with, “This clause was deleted by Amendment #1.”

19. Delete Section IV. CONTRACTOR RESPONSIBILITIES, Item B.4 in its entirety and replace with the following:

“Contractor shall provide **Exhibit C**, Incident Report, attached hereto and incorporated herein by this reference, for reporting special incidents involving staff, clients, volunteers, subcontracted staff and property.”

20. Delete Section IV. CONTRACTOR RESPONSIBILITIES, Item C.1 MAXIMUM REIMBURSABLE AMOUNT in its entirety and replace with the following:

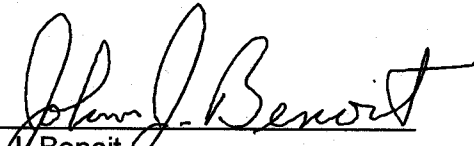
“Total payment for FY 12/13 under this Contract shall not exceed \$580,164.00, representative of seven (7) months of a twelve (12) month budget as indicated in Exhibit E, attached hereto and incorporated herein by this reference. Total annual payment for FYs 13/14, 14/15, and 15/16 shall not exceed \$930,417.00 annually.”

21. Delete Section V.B reference to Vendor name to read, “Oak Grove Center for Education, Treatment & The Arts”.

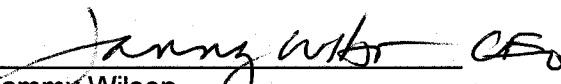
The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #1 to the Contract.

Riverside County

Oak Grove Center for
Education, Treatment & The Arts




John J. Benoit
Chairman, Board of Supervisors




Tammy Wilson
Chief Executive Officer

MAY 14 2013
Date

4/23/13
Date

ATTEST:
KEGIA HARPER IHEM, Clerk
By 

DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  4-25-13
ELENA M. BOEVA DATE

Incident Report

Revised 3/1/13

Exhibit C

This form is to be completed and submitted to ILP within 24 hours of an incident. Reportable incidents include but are not limited to: Law Enforcement Intervention, Drug/Alcohol use, Physical Altercations, AWOL, Property Damage, Hospitalizations or any unusual incidents.

Date of the incident:

Location of Incident:

Approx Time:

Participant(s) Involved:

	Participant Name:	Name of Life Coach	On Contract
A			
B			
C			
D			

Was there a third party present during the incident? Yes No

Relationship to participant(s):

Type of Incident: On-going Isolated Police Involvement Other

Brief Summary of Incident:

Any action taken by the agency? Yes No

If yes, please describe:

Type of Intervention: Formal Panel Review Education/Training

Restriction/Cont t Other

**Exhibit E - Line Item Budget and Narrative
REVISED 3/1/13**

DESCRIPTION	FY 12/13 7-Month Allocation <i>with Incentives</i>	FY 13/14 – 15/16 12-Month Allocation <i>with Incentives</i>
SALARIES/BENEFITS COSTS		
SALARIES	188,245	322,705
BENEFITS (20%)	37,649	64,541
TOTAL SALARIES & BENEFITS	225,894	387,246
OPERATING COSTS		
Equipment	10,792	18,500
Fuel/Transportation	71,748	123,000
ILS Training	2,567	4,400
Incentives for Students	72,917	125,000
Emergency Intervention	29,167	50,000
ILS Curriculum	3,500	6,000
Food	9,917	17,000
Insurance	5,600	9,600
Speaker Fees	1,167	2,000
Office Expense	3,500	6,000
Telephone	2,800	4,800
Postage	583	1,000
Recruitment	1,167	2,000
Graduation Incentives	30,000	30,000
Emancipated Youth Services – After-Care Ed – Employment Fees	59,810	59,810
TOTAL OPERATING COSTS	305,235	459,110
ADMINISTRATIVE COSTS		
Indirect Costs	49,035	84,061
TOTAL ADMINISTRATIVE COSTS	49,035	84,061
TOTAL BUDGET	580,164	930,417

EXHIBIT E - Budget Narrative

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

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

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

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

Fuel & Transportation Cost – is for the cost of transporting the youth to and from various strategic locations throughout the county including community colleges and bus stations near the various campuses. It was calculated based on a 80-mile round-trip 75 times a year in each of the four locations at the rate of \$1.50 per mile. Oak Grove will transport students in company-owned vehicles driven by Oak Grove employees. Additionally, the Fuel & Transportation Cost allow for ILP staff mileage reimbursement and/or transportation costs related to company vehicles or staff cars driving between sites to manage the program. The \$1.50 per mile rate will cover not only the cost of fuel and labor but also the maintenance and insurance of the vehicles for company-owned vehicles. The Federal mileage reimbursement rate shall prevail for staff driving personal cars with no students. Staff driving personal cars shall have proof of insurance in staff personnel files. No students shall be transported in non-company-owned vehicles.

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

Incentives – We believe that incentives will make students take interest in the program and will encourage them to participate. \$100 gift cards will be awarded to each eligible student for successful completion of quarter project. We estimate that an average of 200 participants will be eligible for the incentive each quarter and calculated the amount budgeted as follows: \$100 x 200 x 4 quarters for a total of \$80,000. It is very important for us to have students "be in the

seat" so we not only incentivize them earning \$100 for completion of a quarter training but we also keep them interested by offering the following for an additional \$45,000 in our Incentive budget :

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

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

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

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

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

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

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

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

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

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

Emancipated Youth After Care Education and Employment Costs includes the costs to support emancipated youth with education and employment in the areas of work required costs, contracted services costs, housing assistance and other costs related to job training, employment assistance and legal assistances. Examples are from the All County Letter and include but are not limited to the following:

Work Required Costs

- Training.
- Clothing and/or uniforms.
- Tools.
- Professional/union dues.
- Costs incurred due to the job/interview process.
- Vocational/educational assessments.

Contracted Services Costs - examples of which include:

- Educational planning.
- Job preparation.
- Career assessment and development.
- Personal awareness.
- Life skills training.
- Financial aid workshops.
- Computer classes.

Housing Assistance Costs

- Food.
- Rent and/or utility deposits.
- Rent and/or utility charges.
- Moving expenses.
- Furniture and/or household items.
- Costs incurred through roommate network agencies.

Emancipated Youth Aftercare Costs

- Educational assistance.
- Educational counseling.
- Crisis counseling.
- Job placement and retention training.
- Vocational training.
- Legal assistance

Graduation Incentive a \$300 special incentive will be paid to those youth who produce a HS Diploma or GED Certificate for FY 12/13 through FY 15/16 (up to a total of 100 youth)