

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



2597

SUBMITTAL DATE:
October 4, 2016

FROM : PUBLIC SOCIAL SERVICES::

SUBJECT: FROM: Department of Public Social Services Approve the Agreement [#CS-03366] with Oak Grove Institute Foundation Inc., doing business as (dba) Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services, for five (5)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Professional Service Agreement #CS-03366 with Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services for an aggregate of \$5,188,217 for five (5) years; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding to: (a), sign amendments that do not change the substantive terms of the agreement; and (b) sign amendments to the compensation provisions that do not exceed 10% annually, as approved by County Counsel.

slh

Susan Von Zabern

Susan Von Zabern, Director of Public Social Services 10/20/2016

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: November 1, 2016
xc: DPSS, Purchasing

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

3-17

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

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FINANCIAL DATA

Current Fiscal Year:

Next Fiscal Year:

Total Cost:

Ongoing Cost

COST

\$ 750,977

\$ 1,109,310

\$ 5,188,217

\$ (e.g. Operations)

NET COUNTY COST

\$

\$

\$

\$

SOURCE OF FUNDS: Federal Funding: 46.59%

Realignment Funding: 53.41%

Budget Adjustment: No

For Fiscal Year: 16/17 - 20/21

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

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

The U.S. Department of Health and Human Services ILP supports the provision 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.

Impact on Residents and Businesses

The ILP provides much needed services to the youth of the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this contract is comprised of Federal - 46.59% and Realignment - 53.41%

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

Page 3

Contract History and Price Reasonableness

On September 24, 2015, County Purchasing released a competitive bid through a Request for Proposal (RFP), #DPARC-481 for the Emancipation and Independent Living Program Services that was advertised through the Public Purchase website seeking proposals for this service. Bid solicitations were e-mailed to 183 companies listed on the Public Purchase Notification Bidders Report. The bid closed on 11/02/2015 and there were a total of 52 vendors who accessed the RFP, and 24 vendors who downloaded the RFP; however, only two (2) proposals were received and the evaluation panel deemed Oak Grove Center for Education, Treatment & The Arts (the incumbent) to be the most responsive and responsible in their proposal. The second bidder was deemed to be non-responsive.

The proposals were reviewed by an evaluation committee consisting of personnel from Purchasing and DPSS, which consisted of (3) members. A best and final offer (BAFO) was sent to Oak Grove and through a series of negotiations the original price was negotiated and was successfully lowered by 37%.

Through this intensive negotiation process, the evaluation committee recommends the award be given to Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment and The Arts as the lowest cost responsive and responsible bidder. The annual cost for this service shall not exceed \$1,109,310.

Oak Grove has provided services to disadvantaged youth for over twenty (20) years and has sites strategically situated in Riverside County, including a recently added location in the Desert area. This new location allows Oak Grove to serve the youth of Riverside County more effectively. Oak Grove has other successful programs for Riverside County's Foster Youth, including Wraparound Services. Additionally, Oak Grove has provided ILP services since 1996. Oak Grove's current ILP offers a full range of services designed to assist and support emancipating foster youth in their transition to independent living.

SvZ:lm

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

FORM 11: Automatically repeats SUBJECT from Page 1

DATE: Automatically repeats SUBMITTAL DATE from Page 1

PAGE: 2 of 2

Teresa Summers

Teresa Summers, Assistant Director of Purchasing

10/21/2016

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



FROM: Department of Public Social Services

SUBMITTAL DATE:
October 7, 2016

SUBJECT: Approve the Agreement [#CS-03366] with Oak Grove Institute Foundation Inc., doing business as (dba) Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services, for five (5) years, [Districts - All]; [\$5,188,217 total]; [\$1,109,310 annually]; [Federal Funds: 46.59%; Realignment Funds: 53.41%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Professional Service Agreement #CS-03366 with Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services for an aggregate of \$5,188,217 for five (5) years; and,
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slh

Susan von Zabern
Susan von Zabern
Director

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 750,977	\$ 1,109,310	\$ 5,188,217	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Federal Funding: 46.59% Realignment Funding: 53.41%				Budget Adjustment: No	
				For Fiscal Year: 16/17 - 20/21	

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

11-1-16
MT 2597

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 6/7/16 (3-27), 5/14/13 (3-20)
12/4/12 (3.26) **District:** All

Agenda Number:

11-1-16
MT 2597

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

FORM 11: Approve the Agreement with Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services, for five (5) years, [All Districts]; [Total Cost \$5,188,217]; [\$1,109,310; Source of Funds: Federal: 46.59%; Realignment: 53.41%]

DATE: October 7, 2016

PAGE: Page 2 of 2

BACKGROUND:

Summary

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

The U.S. Department of Health and Human Services ILP supports the provision 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.

Impact on Residents and Businesses

The ILP provides much needed services to the youth of the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this contract is comprised of Federal - 46.59% and Realignment - 53.41%

Contract History and Price Reasonableness

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Oak Grove has provided services to disadvantaged youth for over twenty (20) years and has sites strategically situated in Riverside County, including a recently added location in the Desert area. This new location allows Oak Grove to serve the youth of Riverside County more effectively. Oak Grove has other successful programs for Riverside County's Foster Youth, including Wraparound Services. Additionally, Oak Grove has provided ILP services since 1996. Oak Grove's current ILP offers a full range of services designed to assist and support emancipating foster youth in their transition to independent living.

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

AGREEMENT: CS-03366

CONTRACTOR: Oak Grove Institute Foundation Inc.
dba Oak Grove Center for Education, Treatment & The Arts

EFFECTIVE: November 1, 2016 - June 30, 2021

ANNUAL MAXIMUM REIMBURSABLE AMOUNT: FY 16/17 \$750,977.00
FY 17/18 – 20/21 \$1,109,310.00

MAXIMUM AGGREGATE REIMBURSABLE AMOUNT: \$5,188,217.00

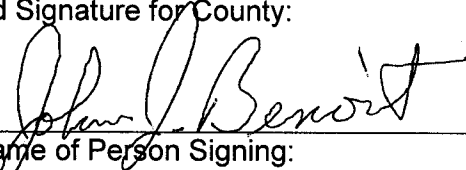
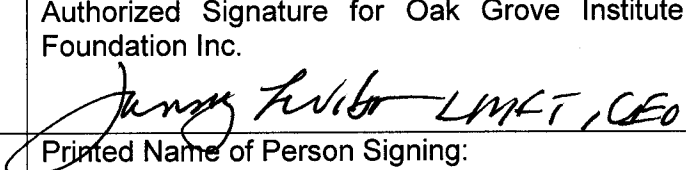
WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Emancipation and Independent Living Program Services;


WHEREAS, Oak Grove Center for Education, Treatment & The Arts (hereinafter referred to as the "Contractor") is qualified to provide Emancipation and Independent Living Program Services;

WHEREAS, DPSS desires 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 and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

ATTEST:
KECIA HARPER-JHEM, Clerk
DEPUTY

Authorized Signature for County: 	Authorized Signature for Oak Grove Institute Foundation Inc. 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Tammy Wilson
Title: Chair, Board of Supervisors	Title: Chief Executive Officer
Address: 10281 Kidd St. Riverside, CA 92503	Address: 24275 Jefferson Avenue Murrieta, CA 92362
Date Signed: 11/1/16	Date Signed: 10/24/16

FORM APPROVED COUNTY COUNSEL
(T-00161 v7.1) 
ERIC STOPHER

11.01.16 317 11-1-16 MT 2597

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List of Exhibits

- Exhibit A- Exhibit A- ETO Sublicense Agreement
- Exhibit B- Incident Report, Revised 7/19/16
- Exhibit C- DPSS 2076A, DPSS 2076B & Instructions
- Exhibit D- Line Item Budget and Narrative
- Exhibit E- Assurance of Compliance

I. DEFINITIONS

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

II. BACKGROUND

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

The Riverside County Independent Living Skills Program mission is to promote: 1) Education, 2) Employment, 3) Permanency, 4) Health & Safety, and to provide current and former foster youth with 5) resources that promote their self-sufficiency and independence.

III. OBJECTIVE(S):

Short-Term Objective(s):

Objective 1: Ensure that youth receive ILP Life Skills Services in order to learn basic living skills and increase knowledge in the areas of health and safety, risky behavior, and healthy lifestyles in order to effectively transition to independence as adults.

Objective 2: Improved access to services for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 3: Improved life skills for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 4: Improved perceived confidence for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 5: Improved perceived permanency for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Long-Term Objective(s)

Objective 6: Improved education attainment for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 7: Improved employment attainment for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 8: Improved permanency for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

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

IV. DPSS RESPONSIBILITIES

DPSS shall:

- A. Assign staff to be the liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Refer youth to be served, and will provide case management functions as required by California Department of Social Services (CDSS) regulations to in-care youth.
- D. Complete an assessment (Ansell-Casey) and Transitional Independent Living Plan (TILP) for each in-care youth, identifying needed skills and knowledge, and provide ongoing case management.
- E. DPSS shall provide the Contractor with a completed TILP, and a copy of the Youth's assessment, when referring in-care youth to the Contractor for services.
- F. Complete ETO Referral Form in the ETO system.

V. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be the liaison between the Contractor and DPSS.
2. Contractor shall use the ARISE and Resiliency model framework focusing on, but not limited to: Anger Management; Substance Abuse and Guns; Domestic and Sexual Abuse; Violence and Conflict; Self-Esteem; Learning Strategies and Time Management; Networking, Jobs, and Money; Health and Hygiene; and Nutrition and Exercise.
3. Contractor shall accept referrals from DPSS for after-care youth to provide all ILP services; and accept referrals from DPSS for in-care youth to provide life skills workshops, seminars, and special events. Contractor shall provide services that are current, relevant, and consistent with the Transitional Independent Living Plan (TILP).
4. Contractor shall adhere to the current DPSS referral process and shall adhere to any future changes in the referral process stipulated by DPSS. Such changes shall be communicated to Contractor in advance.
5. 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. In cases where Kin-Gap youth do not complete the program and a TILP was not completed; Contractor shall conduct due diligence by making two (2) attempts to contact the youth and document case record in ETO.
6. Contractor shall deliver outcome driven services and identify factors that accurately reflect the youth's progress towards the stated goals: Education, Employment, Permanency, Daily Living Skills, and Health and Safety.

Services provided to youth shall be evaluated based on pre-test scores compared to post-test scores on Ansell-Casey Life Skills Assessment, and satisfaction surveys related to the quality and perceived usefulness of material learned. The A to O Assessment shall be utilized to evaluate progress toward the stated goals of Education, Employment, Permanency and Daily Living Skills.

7. Contractor shall be responsible for actively linking ILP youth with needed services. Contractor shall follow-up to verify that the link was successful.
8. Contractor shall not refer a youth to a third party to address the original reason for ILP referral without prior approval from the assigned social worker or designated County liaison (e.g., DPSS Social Worker refers youth to Contractor for employment help. Contractor then refers youth to a third party to receive employment help rather than providing the help to the youth). Documentation of the services obtained for the youth must be provided to the assigned social worker or designated County liaison.
9. Contractor shall develop a procedure for scheduling all ILP activities that meet the needs of ILP youth and share this procedure with DPSS.
10. Contractor shall maintain accurate case records of all services provided.
11. 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.
12. Contractor shall provide workshops and services to all eligible program youth. Workshops and services shall be provided throughout the year and shall include coaching, mentoring, and formal ILP instruction. ILP Workshops shall be designed as Level 1: Basic ILP Skills and Level 2: Advanced ILP Skills. Level 1 Basic ILP skills may be administered at any time if a youth and or workshop is not grasping the skills and concepts in the Advanced Level 2 curriculum. Level 2 workshops shall span the course of one (1) year and shall include the comprehensive ILP curriculum spread over four (4) quarters that consist of ten (10) weeks.

Each quarter shall consist of the following format:

a. Workshops (Weeks 1-7)

- (1.) Quarter 1: Education, Job Seeking, and Job Maintenance Skills
- (2.) Quarter 2: Social Skills, Food Management, Home and Safety
- (3.) Quarter 3: Personal Care, Health, Housing, Pregnancy Prevention, Parenting and Child Care
- (4.) Quarter 4: Money Management, Transportation, Community Resources Understanding the Law, and Recreation

b. Seminar (Weeks 8-9)

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

c. Special Event (Week 10)

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

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

13. 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 the pre A to O assessment at the beginning of each quarter to a 20% random sample of ILP youth receiving ILP workshop services. The sample selection process should be completed using Microsoft Excel Randomizer function to choose from a roster of workshop participants prior to the first workshop, and include a large enough pool to allow for 20% sample in the case of absences.
- c. Administer the post A to O assessment at the end of each quarter to ILP youth receiving ILP workshop services who were previously selected to complete the pre A to assessment.
- d. Administer the post Ansell-Casey Life Skills Assessment at program discharge for each client who completed 40 weeks of ILP services.
- e. Provide CSD Program Evaluation unit the Ansell-Casey data in a format provided and/or described by CSD
- f. 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.

14. Contractor shall provide access to computers for program youth at all facilities and shall use computers for instruction when appropriate.

15. Contractor shall offer and facilitate seminars, workshops, and special events that are relevant to each target population group tailored for maximum effect. For example, high school seniors who are considering continuing their education are eligible for financial aid. A workshop, which includes the completion of Free Application for Federal Student Aid (FAFSA) and financial aid applications, should be held a minimum of sixty (60) days prior to the due date for submitting these forms.

16. Contractor shall provide incentives in the form of gift cards, electronic devices and other monetary or non-monetary gifts to youth that participate in ILP program services. An Incentive Policy shall be developed by Contractor within three (3) months from execution of agreement, and shall be provided to DPSS for approval. Once approved, Contractor shall follow the Incentive Policy.

17. Contractor shall ensure services are culturally, linguistically, age, and developmentally appropriate to the target population by evaluating youth's needs and goals based on, but

not limited to, developmental level, age, language and cultural aspects influencing goals and tailoring service delivery based on those needs.

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

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

List of locations: Corona, Murrieta, Perris, Riverside (2 locations) Riverside, Moreno Valley, and Bermuda Dunes (Desert)

19. Contractor shall provide twenty-four (24) hours per day, seven (7) days per week response to ILP youth for emergency needs during after-hours and regular business hours. Contractor shall be expected to address and meet the youth's emergency need (e.g., provide motel voucher, assist with placement in emergency shelter, provide clothes or food, etc.).
20. Contractor shall work cooperatively with and engage Group Home (GH) and Foster Family Agencies' (FFA) management and staff, relative caregivers and foster parents, in providing ILP services to ensure youth are able to access, participate and successfully complete ILP services.
21. Contractor shall use the Positive Youth Development strategies and any other statistically validated strategies to engage youth, paying special attention to the difficult to serve populations (e.g., delinquent, runaway, developmentally delayed or pregnant/parenting youth) at every step of the process: prior to receiving services, while disposing of services, and during participation in services.
22. Contractor shall include the following in their plans: a) Detailed information on the strategy and plan for providing seminars, workshops, coaching, and peer counseling. b) An evidence-based plan which includes the proposed methodology(s) for providing effective outreach services to youth for special events, seminars and workshops. C) A plan which includes proposed methodology for incorporating care providers in the youth's living skills learning process. Plan shall detail how the chosen methodology will address the transfer of skills learned by the youth from the classroom, to the home. For example, if a youth is taught to cook a meal, he or she is given opportunities in the home to cook as learning reinforcement.
23. Contractor shall support foster care providers, caregivers or adult mentors' participation with their foster youth, and encourage providers to play an integral part in reinforcing the learning process by providing practical opportunities for youth to utilize skills such as, interviewing techniques, e.g., conducting mock interviews in the home; drafting employment resumes; techniques for succeeding in high school; preparing for college; and learning basic everyday living skills, such as cooking, doing laundry, and utilizing mass transit as a means of transportation.
24. Upon request by DPSS, Contractor shall work with DPSS on an annual basis in developing a curriculum or adjusting the current curriculum for workshops, seminars, and special events that will continue to meet the ongoing needs of youth.

25. Upon request by DPSS, Contractor shall attend Joint Operational Meetings (JOM) with DPSS on a quarterly basis. JOM locations to be mutually agreed upon by Contractor and DPSS upon award.
26. Contractor shall provide meals during lunch and/or dinner hours for planned events, seminars and workshops. Snacks for seminars and workshops shall be provided when appropriate. A meal is different from a snack in that meals are larger, more varied, and more filling than snacks.
27. Contractor shall submit to DPSS for written approval their proposed curriculum, including pre-and post-test or tools used for measuring success before any such seminar, or workshop, or tests are conducted.
28. Contractor shall make services accessible to youth by assisting with transportation of the youth, to and from seminars and workshops or by making location of seminars and workshops accessible to youth. For instance, scheduling seminars and workshops at various sites throughout the county to maximize participation and reduce transportation barrier (e.g., schools or community centers).
29. Contractor shall provide outreach, follow-up training, and individual services and planning for youth who have been identified by DPSS as having learning disabilities or who are developmentally delayed. Contractor shall make necessary accommodations to assist identified youth during workshops to answer questions, and maximize learning and participation.
30. CSEC Training
 - a. Contractor shall provide six (6) CSEC seminars to foster youth and their caregivers, conducted concurrently in two separate sessions each Fiscal Year.
 - b. Contractor shall train up to 80 participants per session.
 - c. Contractor shall provide one (1) meal at each seminar.
 - d. Contractor shall provide outreach, advertisements and meals to foster youth and caregivers for CSEC training without additional compensation.
 - e. Contractor shall receive \$3,250 per session.

B. PROGRAM EVALUATION

DPSS will evaluate the efficacy of delivered services and successful accomplishment of short-term program outcomes and objective. DPSS will further evaluate the impact of delivered services and successful accomplishment of long-term program outcomes and objectives. The contractor shall aim to meet the following short-term outcome(s):

Short-Term Outcome(s):

Outcome 1: By the end of each fiscal year, provide cultural and age sensitive ILP services to a minimum of 1,200 Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21). ILP services may include but are not limited to: Workshops, seminars, special events, contact with youth and/or youth's social worker, coaching, mentoring, providing youth with incentives, and emergency assistance.

Outcome 2: Each individual THRIVE Program graduating youth, who completed the 40 week ILP curriculum will demonstrate a 25% increase in knowledge of life skills pre and post score in the areas of 1) daily living, 2) self-care, 3) relationships and communication, 4) housing and money management, 5) work and study, 6) and career and education planning

as measure by a validated instrument (Ansell-Casey Life Skills Assessment) provided or approved by DPSS.

Outcome 3: Each individual THRIVE Program graduating youth, who completed the 40 week ILP curriculum will demonstrate a 25% increase in perceived confidence pre and post score as measure by a validated instrument (Ansell-Casey Life Skills Assessment) provided or approved by DPSS.

Outcome 4: Each individual THRIVE Program graduating youth, who completed the 40 week of ILP curriculum will demonstrate a 25% increase in perceived permanency pre and post score as measure by a validated instrument (Ansell-Casey Life Skills Assessment) provided or approved by DPSS.

2. Long-Term Outcome(s):

Outcome 5: The percentage of Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services and obtained an education by 1) graduating from high school, 2) receiving a general equivalency degree (GED), 3) receiving a high school proficiency certificate, 4) completing a vocational education program, or 5) graduating from a two-year or four-year college, 12 months subsequent to program discharge.

Outcome 6: The percentage of Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services and obtained employment and/or have additional means of financial support to provide for themselves, 12 months subsequent to program discharge.

Outcome 7: The percentage of Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services and have stable housing or placement, 12 months subsequent to program discharge.

C. REPORTING

The Contractor shall:

1. Collaborate with a designated DPSS staff person and will be required to provide, at minimum, quarterly program progress reports (Based on A to O Assessment) which describe success in meeting programs goals and objectives. Electronic client-level data will be collected for each client (Demographic, A to O Assessment, and Ansell-Casey Life Skills Assessment) as services are provided to evaluate the designated outcome objective(s) in accordance to Contractor's outcome plan.
2. Upon request, work in conjunction with DPSS, Children's Services Division (CSD) to provide necessary information to complete all relevant ILP state report(s) as indicated by the CSD Program Liaison(s). Contractor shall complete report sections designated by DPSS, CSD, no later than (2) weeks from the request.
3. Utilize the Efforts to Outcomes (ETO) software provided by DPSS, to document case records for each youth referred. **Exhibit A**, ETO Sublicense Agreement is attached hereto and incorporated herein by this reference. ETO is a database designed to measure the progress of ILP youth, as well as, measure the effectiveness and overall impact of the ILP. All services received by each youth shall be documented in the youth's case record within ETO, which provides the data necessary to complete and compile the monthly, quarterly and semi-annual reports that must be completed by DPSS.

Data to be documented within ETO by the Contractor shall include but is not limited to:

- a. All services provided to youth.

- b. Contacts made with participants.
 - c. Other relevant case notes.
4. Contractor shall provide **Exhibit B**, Incident Report, attached hereto and incorporated herein by this reference for reporting special incidents involving staff, clients, volunteers, subcontracted staff and property.

D. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed in aggregate \$5,188,217.00.

Annually, payments shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
November1, 2016 through June 30, 2017	750,977.00
July 1, 2017 through June 30, 2018	1,109,310.00
July 1, 2018 through June 30, 2019	1,109,310.00
July 1, 2019 through June 30, 2020	1,109,310.00
July 1, 2020 through June 30, 2021	1,109,310.00
Total	5,188,217.00

2. LINE ITEM BUDGET

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

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS. The Contractor shall provide the following supporting documentation along with the monthly invoice to justify invoice amounts:
 - i. Payroll, Salary, and Benefits
 - a) Payroll Report, including employee names, hours, wage rate, wage amount, benefit amount, pay dates, and
 - b) Time and Activity report including employee names, dates worked, hours allocated to DPSS programs.
 - ii. Operating Expenses
 - a) Schedule or statement of costs, allocation basis to DPSS, or
 - b) Copy of invoices.
 - iii. Administrative Costs
 - a) Cost Schedule, allocation basis , calculation allocating costs to DPSS program, or
 - b) Copy of invoices or receipts, or
 - c) Approved Indirect Cost Rate (ICR).
 - iv. Graduation Incentives

Contractor shall provide the following supporting documentation along with the monthly invoice to be reimbursed for the incentives.

- a) Description of item
- b) Client signature log including date, youth name, item issued, program, & youth signature.

In the event Contractor is unable to locate youth to issue incentives, Contractor must contact the Regional Manager or Assistant Regional Manager and the Program Specialist of the ILP program, to facilitate issuance of warrant. If DPSS ILP staff facilitates issuance of funds, Contractor must submit proof of issuance to youth along with the monthly invoice.

- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (Exhibit C), following the instructions set forth. Exhibit C is attached hereto and incorporated herein by this reference for request of all payments.
- d. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. 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 negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this 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.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

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

7. DISALLOWANCE

In the event the Contractor receives payment for services under this 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 agreement with DPSS.

8. CAPITAL EQUIPMENT

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

(2.) To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and

(3.) To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.

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

E. ADMINISTRATIVE

1. CONFLICT OF INTEREST

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

2. CONFIDENTIALITY

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

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

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

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

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons

directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives 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 choice, subject to the approval of County, which shall not be unreasonably withheld, 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 County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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 County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

4. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage

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

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County 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:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

(4) Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular

insurer such waiver is only valid for that specific insurer and only for one policy term.

- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's 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.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this 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 certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this 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 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 required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

(8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

5. LICENSES AND PERMITS

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

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

6. INDEPENDENT CONTRACTOR

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

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. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

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

8. PERSONNEL

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

The list shall include:

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

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

c. Background Checks

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

d. Required Licenses or Certifications

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

e. Required Level of Education

- a. Contractor shall employ staff that, at minimum, meet the following requirements:
 - (1.) Program Supervisor: Master's degree preferred in Social Work, Psychological Counseling, or related field of study from an accredited college; with a minimum of two (2) years of human services experience; or Bachelor's degree in Social Work, Psychological Counseling, or related field of study from an accredited college, with a minimum of four (4) years of progressively responsible supervisory experience in human services casework in a public or private organization, preferably working with ILP target population.
 - (2.) ILP Coach: Bachelor's degree in Sociology, Social Work, Education, or a related field; and one (1) to two (2) years of work experience in a related field; Possess a valid California Driver License; are trained in and have a demonstrated understanding of adolescent and child abuse issues.
 - (3.) Accounting Technician (equivalent or higher): At minimum, must possess four (4) years of accounting and bookkeeping experience. Advanced education in accounting preferred. Education may be substituted for

experience on the following basis: one (1) year of experience in the maintenance and review of fiscal, financial or statistical records may be substituted by completion of twelve (12) semester or eighteen (18) quarters in accounting, business math, bookkeeping, or a closely related field.

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

f. Alcohol and Drug Use Prohibited

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

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

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

9. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any subcontract with any subContractor who:

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

10. DEBARMENT AND SUSPENSION

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

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

11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

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

12. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

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

All social service privacy complaints should be referred to:

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

13. CHILD ABUSE REPORTING

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

14. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

15. EQUAL EMPLOYMENT OPPORTUNITY

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

16. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:
 - (1.)An increased or decreased wage determination applied to this Agreement by operation of law;
 - (2.)An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
 - (3.)Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall

not otherwise include any amount for general and administrative costs, overhead, or profit;

- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
- (1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
 - (2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

17. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

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

b. Client Complaints

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

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

Civil Rights Complaints should be referred to:

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

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion,

national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

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

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

d. Cultural Competency

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

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

18. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

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

19. TRANSITION PERIOD

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

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

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

b. Discharge summary that includes:

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

c. The Contractor shall provide DPSS with copies of client files.

VI. GENERAL

A. PERIOD OF PERFORMANCE

This Agreement shall be effective November 1, 2016 to June 30, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

B. NOTICES

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

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

Invoices and other financial documents:
 Department of Public Social Services
 Fiscal/Management Reporting Unit
 4060 County Circle Drive
 Riverside, CA 92503

CONTRACTOR: Oak Grove Center for Education, Treatment & The Arts
 Chief Executive Officer
 24275 Jefferson Avenue
 Murrieta, CA 92362

Contractor "Remit To" address:

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.

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

1. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
2. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

E. 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 immediately terminate this Agreement and may take other remedies available by 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 the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

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

G. 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 writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

H. NON-APPROPRIATION OF FUNDS

The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment

can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

I. TERMINATION

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

J. 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 Sublicense Agreement
Intentionally Left Blank**

Incident Report

Exhibit B

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 Incident:

Location of Incident:

Approximately Time:

Participant(s) Involved:

	Participant's Name	Name of Life Coach	On Contract	Out of County	If Yes, Name of County
1.				YES/NO	
2.				YES/NO	
3.				YES/NO	
4.				YES/NO	

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/Contract

Other

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: C

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

From: Oak Grove Institute Foundation Inc
Remit to Name

Address

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 needed)
- Unit of Service Payment \$ _____ # of Units) X _____ (\$) _____
_____ # of Units) X (\$) _____ # of Units) X _____ (\$) _____
_____ # of Units) X (\$) _____ # of Units) X _____ (\$) _____

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

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

Authorized Signature Title Date

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

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

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

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

"Contract Number"
Can be found on the first page of your contract.

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

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

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

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory (required). Original Signature needed for payment.

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

Exhibit D - Line Item Budget and Narrative

DESCRIPTION	FY 16/17 8-Month Allocation	12-Month Allocation with Incentives
SALARIES/BENEFITS COSTS		14.5 FTEs
SALARIES	330,980.00	496,470
BENEFITS (20%)	66,196.00	99,294
TOTAL SALARIES & BENEFITS	397,176.00	595,764
OPERATING COSTS		
Equipment	7,333.33	11,000
Fuel/Transportation (Student Tran., Staff Mileage/ 8 leased vehicles including maintenance & insurance)	63,451.33	95,177
Training & Conferences	5,333.33	8,000
Incentives for Students	83,333.33	125,000
Emergency Intervention	6,666.67	10,000
ILS Curriculum	4,000.00	6,000
Food	20,000.00	30,000
Insurance - Professional, General & Excess Liability	6,400.00	9,600
Speaker Fees	3,000.00	4,500
Office Expense	4,666.67	7,000
Telephone, Internet & Wi-Fi	3,333.33	5,000
Postage	366.67	550
Recruitment	1,000.00	1,500
TOTAL OPERATING COSTS	208,884.67	313,327
ADMINISTRATIVE COSTS		
Indirect Costs (10% of Total)	60,606.00	90,909
TOTAL ADMINISTRATIVE COSTS	60,606.00	90,909
TOTAL SALARIES, BENEFITS, OPERATING & ADMN. COSTS:	666,667.00	1,000,000
Emancipated Youth Services (EYS) – After-Care Ed – Employment Fees	44,810.00	59,810
Graduation Incentives	20,000.00	30,000
CSEC Training (6 Seminars, \$3,250/Session)	19,500.00	19,500
TOTAL BUDGET:	750,977.00	1,109,310

EXHIBIT D - 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. Each time a new program is added, a separate Division is opened in Oak Grove's financial system to effectively track and record all expenses and revenue for this project. The ILP program was assigned its own division number (50) and its own department number (5000). 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 contract again, the project will continue to benefit from these fundraising events, 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 one (21) full-time/part-time employees, equivalent to fourteen and a half (14.55) FTEs. All but one of the 21 staff will be working directly with the youth in eight various sites all over Riverside County. One employee with a full time equivalent of .45 will provide Administrative and Accounting Support. Personnel salary ranges from \$10.00 to \$38.46 per hour with an average of \$16.40 per hour. This includes the projected increase in minimum wage and adjustments on the salary grid which were necessary to stay competitive. Total Benefits, calculated at 20% of total salaries, include payroll taxes, health insurance, workers compensation insurance, unemployment expense, and 401k retirement plan for all eligible staff.

When our current ILP contract started about three years ago, there were 4 sites, now there are 9. Additionally, some of the Life Coaches meet youth for 1 to 1 meetings at the various community college locations as well as other community locations. There are currently over 200 youth attending workshops weekly, far beyond what was additionally projected. With the continued success of the program, we project that the number of youth we will be serving will increase to 300.

Equipment includes the cost of 5 laptops to be used by staff, furniture such as chairs, tables, printers, etc., and rolling supply carts since we have to travel throughout the county with supplies for the workshops. Also included are 10 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, Bermuda Dunes and Murrieta locations.

Transportation, Staff Mileage & Leased Vehicles – This includes 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. Oak Grove will transport students in company-owned vehicles driven by Oak Grove employees and charge \$1.50 per mile per student. It also includes ILP staff mileage reimbursement for the use of personal cars for travel throughout the county and between sites to manage the program. 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. Additionally, 4 fuel efficient vehicles were leased to be used for transporting supplies to and from various sites for workshops, events, celebrations, and meetings as well as staff carpooling whenever they can. This line item includes regular maintenance of the leased vehicles as well as insurance.

ILS Training & Conferences – in-service trainings will be provided for both new hires and current employees to ensure proper delivery of service. It includes, but is not limited to, 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. It also includes all costs related to offsite training, workshops, and conferences including, but not limited to, conference fees, airfare, car rental or taxi fare, lodging, and meals.

Student Incentives, Events, Graduation Parties, & Celebrations – We believe that incentives will help students take interest in the program and will encourage them to participate. Many may come in the

beginning for the incentives but stay because of the impact of what they are learning and relationships with staff. Incentives improve outcomes. \$100 gift cards will be awarded to each eligible student for successful completion of quarter project. We estimate that an average of 300 participants will be eligible for the incentive each quarter and calculated the amount budgeted as follows: \$100 x 250 x 4 quarters for a total of \$100,000. 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 \$25,000 in our Incentive budget :

- Weekly drawings for being there weekly (raffles)
- \$25 gift cards for sustaining new job for 3 months or taking an additional skills class (e.g. Shades or Financial Fit)
- Tablets for program completion
- Raffle prizes – Youth who are actively participating in the THRIVE Program are eligible to receive the following incentives: raffle tickets for attendance and participation. Additionally, they are placed into a drawing for gift cards ranging in value from \$5 - \$25, movie tickets, seasonal items, and tangible items (i.e. headphones, and hygiene kits. During the workshops, the youth may also receive items that will help support them in practicing the skills they have obtained (i.e. day planner, grooming items, dress ties, prom dresses etc.)
- Other incentives will be offered for those youth who have attended 9 out of 10 sessions if they have also earned 2 additional stamps through practicing skills at home and or completing an ILS task from their individualized ILS Plan
- Golden Ticket for showing up to classes
- 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)
- Incentives also cover expenses for the DPSS graduation party such as table and chair rentals, dessert, guest speaker, decorations, photo booth (graduation party and holiday party). Graduate incentives include gift bags, a book signed by all THRIVE staff, framed awards, and special dinner or a special outing

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. There are times that we require emergency funds to schooling needs (interview clothing, school-books, job uniform once employment is obtained). This takes on an "emergency nature" as the youth would promptly lose their job if unable to meet the basic expectation. 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 along with additional curriculum for other evidenced based practices such as Seeking Safety, DBT, trauma informed care and CSEC tools. The budget is for the additional curriculum to supplement what we already have, as well as school assessments. This will also include additional curriculum that enhances the skills staff are teaching in a given quarter as well as CSEC and trauma material plus employment tools.

Food – includes the cost of food, paper goods and other related 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. Additionally, food for the DPSS holiday and graduation parties scheduled in December and June is included in this line item.

Insurance – Professional & General Liability is the cost of premium to cover the Independent Living Skills Program for general and professional liability insurance.

Speaker Fees – Special speakers related to topics of the quarter not only engage the youth but allow for inspiration and role models as well. There are a minimum of 2 speakers per site and multiple sites. Additionally DPSS asks that we pay for the special speaker at the two large county events (Graduation and the Holiday Party). Some speakers charge more than others and some we are able to obtain for less. This will cover a total of forty events. The speakers will be paid on average a fee of \$125 each time (Minimum of 2 per site)

Lease of Office Space – To better serve the youth in the Desert Area, we have signed a three-year lease for office space at 79-733 Country Club Dr., Bermuda Dunes, CA 92203. The space will be used equally by both our Wraparound program and the ILP Program and the lease expense was to be shared equally by both programs. **However, Oak Grove will shoulder the ILP portion of the lease.**

Office Expense & Workshop Supplies include office equipment (including but not limited to lease of 1 copier/fax, 2 portable printer/scanners for TILPs, resume building), office supplies, software, graphic arts printing and the printing and copying of brochures highlighting the program. Workshop supplies include items such as pencils, clip boards, tickets, expo markers, art supplies, paper note pads, items for “ice breakers” and team building, cups, plates, forks, spoons, napkins and other related items needed to conduct a successful workshop. This line item also includes the cost of housekeeping/janitorial service in the leased office space.

Telephone, internet and mi-fi - represent the monthly service charge for mobile phones provided by the company as well as reimbursement to those staff who use their personal phones, the cost of mi-fi for laptops and ipads, and a share in the internet cost at the various sites. It also includes the cost of the 1-800 hotline which is a crucial aspect of the program. Foster youth accessed this line over 900 times in the first quarter of 2014. The cost of this line is included in the updated forecast along with additional cell phones given the increase in staff based on the increased enrollment of foster youth and increased campuses.

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

For After-Care youth, incentives, emergency intervention, and food that provide for the needs of After-Care youth will also be charged to this line item.

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). The plan will be to access this line item for those youth that have met the requirement and are 18 years of age. For those not yet 18, the student incentive line item will be used. The application form will include age and date of birth to assist in determining the appropriate line item to access. Further the form will include check boxes of the narrative categories listed above: **Work Required Costs, Contracted Services Costs** (see examples listed above), **Housing Assistance Costs or Emancipated Youth Aftercare Costs** to assist in subsequent tracking of which needs were supported from the graduation incentive. It should be noted that the incentive should be viewed as funds that can be used in support of transitional and developmental needs in the quest toward independent adulthood rather than a "reward".

We are also requesting to use this line item for Graduation Party expenses since the majority of youth attending are 18.

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

Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment & The Arts
NAME OF ORGANIZATION

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

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

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

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

10-21-06
Date


Director's Signature

24275 Jefferson Ave
Address of Vendor/Recipient
MURFETA CA
92562

(08/13/01)