- 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

- 23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Chuck Washington, Chairman

Board of Supervisors

Dated: FEB 0 6 2018

ATTEST:

Kecia Harper-Ihem Clerk of the Board

APPROVED AS TO FORM:

Gregory P. Priamos County Counsel

Thomas Oh,

Deputy County Counsel

Dated:

OPERATION SAFE HOUSE, INC., a California nonprofit corporation

Executive Director

EXHIBIT A

SCOPE OF SERVICE FROM RFP PRARC-063

1. The Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs anticipated to reduce crime and delinquency among at-risk youth.

In FY 2012-2013, \$107.1 million in JJCPA funding supported 149 programs in 56 participating counties. Programs that resulted in lower crime rates amount juveniles include intensive family interventions, after-school programs for at-risk teens, gang and truancy prevention, job training and diversion programs. State law compels that counties provide programs that have been demonstrated to be effective in reducing delinquency.

- 2. Eligible providers must either be a nongovernmental entity or a coalition of nongovernmental entities that deliver services to youth who have been released from a juvenile detention facility or who are under the supervision of the County of Riverside Probation Department, or any other youth at risk of becoming involved in juvenile delinquency. Eligible providers must have a demonstrated history for the immediate five years prior to an application for funding of providing services known to reduce crime and recidivism to the identified population of adults and/or juveniles. The services include but are not limited to:
 - a. Self-help groups
 - b. Individual or group assistance with basic life skills
 - c. Mentoring programs
 - d. Academic and educational services including those which enable a recipient to earn a high school diploma
 - e. Job training skills and employment (including entrepreneurship and apprentice opportunities)
 - f. Truancy prevention programs
 - g. Literacy programs
 - h. Capital expenditures in support of program delivery
 - i. Partnerships that provide youth with wrap around services including but not limited to aftercare following treatment, cognitive behavioral training, job coaching, sports programs and transportation
 - j. Any service that reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council including:
 - k. Individual or group assistance with referrals for any of the following
 - 1. Mental and physical health assessments
 - 2. Counseling services
 - 3. Education and vocational programs
 - 4. Employment opportunities
 - 5. Alcohol and drug treatment
 - 6. Health, wellness, fitness and nutrition programs and services
 - 7. Personal finance and consumer skills programs and services
 - 8. Personal growth and development programs to reduce recidivism

EXHIBIT B

SCOPE OF SERVICE TO BE PERFORMED

- 1. Operation Safe House, Inc. (CONTRACTOR) shall provide the following services as proposed in response to RFP# PRARC-063. The services shall be provided within the County of Riverside, District #4. (See Attachment I, Service Area District #4, attached hereto)
- 2. The CONTRACTOR shall provide the services to include the following, but are not limited to:
 - a) Offer youth a variety of programs designed to promote self-help. This shall be done through group counseling activities, many of the programs utilized are evidence based and are used on atrisk youth to encourage them in positive decision making skills, resistance to peer pressure, and positive self-attitudes in order to decrease their chances of delinquency. (See Attachment II Emergency Shelter Program page 23, attached hereto).
 - b) One hundred percent of the youth who enter Operation Safe House, Inc. programs are given life skills classes every day.
 - c) Referrals to mentoring programs shall be available.
 - d) CONTRACTOR shall provide education advancement and GED classes through on-site school which is run by the Riverside County Office of Education. All units are transferrable back to the youth's school once they leave. Youth are also offered continuing education through extended day school, which is available on-site after the program has ended in order to earn their diploma.
 - e) Due to the length of stay (21-days, but the average stay is 8-days) youth are not offered job skills or apprenticeship programs. CONTRACTOR shall provide a pre-apprenticeship program for youth where youth are taught skills that can be used for future employment opportunities.
 - f) CONTRACTOR does not have a formalized truancy program, however, shall be assisting youth in truancy prevention by having them attend school while they are at CONTRACTOR's facility and breaking the habit of low attendance once they return home.
 - g) Youth shall be offered literacy programs through CONTRACTOR'S on-site school
 - h) No capital expenditures under this scope of service and are not applicable.
 - i) CONTRACTOR shall provide youth with services including, but not limited to aftercare, counseling, transportation, education, life skills and cognitive behavioral therapy. Programs that are designed to move the youth from the streets, into Safe House shelters, and eventually into a safe and stable environment, thus relieving systems such as juvenile justice, medical, and child protective services from having to provide group home housing, medical care, or incarceration and saving local tax payers valuable tax dollars that can be used elsewhere. CONTRACTOR collaborates with several Riverside County agencies in keeping children safe, such as Riverside County Department of Health and Human Services, the Housing Authority of the County of

Riverside, the Riverside County Sherriff's Department, the Riverside County Department of Probation, Child Protective Services, County of Riverside Community Action Partnership, the Riverside University Health System/Behavioral Health, Path of Life, Riverside Area Rape Crisis, Alternatives to Domestic Violence, Planned Parenthood and Family Services. CONTRACTOR shall work with these groups to provide youth with full case management in order to increase their safety, to provide them with knowledge of services available to help them, and diminish their chances of returning to the streets and juvenile delinquency. (See Attachment II Emergency Shelter Program page 23).

- j) CONTRACTOR shall continue to provide services currently offered by their organization that align with the objectives which reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council.
- k) CONTRACTOR shall provide referrals for mental and physical health assessments, continuing counseling services, education and vocational programs, employment, alcohol and drug treatment, health, wellness, and fitness programs, and personal growth and development programs in the county that will assist with recidivism.

EXHIBIT C

BUDGET

1. Cost Proposal: CONTRACTOR is requesting \$100,000 from JJCPA funding for the provision of services within the geographically eastern desert location of Riverside County.

Description	Amount	Percentage of Grand Total
Salaries Subtotal	\$81,120	81 %
Benefits Subtotal	\$13,840.80	14%
Program/Operational Total	\$5,039.20	5%
Administrative/Overhead Cost Total	\$0.00	0%
Grand Total	\$100,000.00	100%

ATTACHMENT I

SERVICE AREA, DISTRICT #4

District 4

The Fourth District includes the cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. Major unincorporated areas and communities in this district include Bermuda Dunes, Chiriaco Summit, Colorado River Communities, Desert Center, Lake Tamarisk, Eagle Mountain, Desert Edge, Indio Hills, Mecca, Mesa Verde, North Shore, Oasis, Ripley, Sky Valley, Thermal, Thousand Palms, and Vista Santa Rosa.

ATTACHMENT II OPERATION SAFEHOUSE, INC. EMERGENCY SHELTER PROGRAM



Mission Statement:

Operation SafeHouse, with community support, provides emergency shelter, intervention and outreach services to runaway, homeless and other youth in crisis. SafeHouse offers youth positive alternatives to becoming victims of the streets.

History and Programs:

Operation SafeHouse was established in 1988 by two educators who saw that there was an overwhelming need to reach out and shelter troubled youth in Riverside County. The SafeHouse Emergency Shelter was opened in 1990 to provide a safe, nurturing place where teenagers in crisis could receive help instead of taking to the unsafe streets. Since that time we have continued to grow and expand our services to meet the needs of our young people.

Last year, there were over 3,200 runaway and homeless youth reported in Riverside County. SafeHouse serves over 6,000 youth annually through intervention programs, outreach, and on and off-site counseling services. All of our services are available to teens and their families regardless of their income status and we strive to preserve and reunify families whenever possible. As a non-profit organization, SafeHouse is funded by federal, state, and city grants, private donations and community support.

Teens leave home for a variety of reasons. Sometimes there is drug or alcohol abuse by a family member, violence in the home, or the youth is told to leave. Whether runaways or throwaways, these young people do not feel safe in their own homes. Life on the street turns out to be even more dangerous. Fortunately there are places like SafeHouse that are there to help.

Our 21-day shelter program provides core essentials needed for a child to find a path to safety. Of course our first thoughts go toward necessities—a home cooked meal, clean clothes and a warm bed. Once settled into the program we can concentrate on the unique individual we find before us. The entire program is designed with the youth in mind from the way they are treated, to the activities we engage in, to a staff that is caring and supportive. Our counseling program helps the youth recognize and deal with the serious issues they are facing in today's world. Each counseling session is targeted to the individual youth and may include abuse, substance abuse, gender identity issues, teen pregnancy, anger management or abandonment.

Programs offered by both shelters include:

Emergency Shelters—located in Riverside and Thousand Palms, these facilities accept
males and females, ages 11-17, every hour of every day of the year. Immediate
interventions include three weeks of emergency shelter, food, clothing, daily counseling,

1

family reunification when possible, and ongoing grade level education. The daily counseling services, as well as family sessions assist the teens and their families in addressing individual and family issues in a positive way that is helpful for all family members. We also provide a 24 hour toll free crisis line.

- Transitional Living and Permanent Supportive Housing Programs located in Riverside and Thousand Palms, these apartment settings provide transitional living for up to eighteen months for older youth ages 18 22 who are aging out of foster care or who are homeless and permanent supportive housing for chronically homeless or disabled homeless youth ages 18-24. Services include life skills, financial education, employment assistance, continuing education, and mental health counseling. Our goal is to move the youth from homelessness to permanent housing and self-sufficiency.
- Anti-Human Trafficking Program A partnership with the Riverside County Sheriff's
 Department to assist victims of Human Trafficking of all ages. SafeHouse provides longterm services and housing for victims of sexual and labor trafficking throughout our
 county.
- Neuma House located in Cathedral City, Neuma House provides independent living
 for six female victims of human trafficking who are under the age of 18. These young
 ladies are offered counseling, education advancement, housing, clothing, food,
 transportation, medical and dental assistance, and life skills to assist them in their
 movement from victim to survivor.
- "What's Up" SafeHouse The first anonymous crisis texting line for youth ages 11-24
 in Riverside County. This mobile app is downloadable and provides live mental health
 professionals 24 hours a day, seven days a week to assist youth with counseling and
 referrals during a crisis situation.
- Education Community Day Schools with credentialed teachers and state standards-based grade level curriculum are on both sites. Teens keep up with their regular education program throughout their stay and continue earning credits towards their diplomas that transfer back to their high schools with them.
- After Care Counseling 50% of clients and families participate to strengthen and stabilize the family unit and receive additional assistance as needed.
- Street Outreach Program Is provided throughout eastern and western Riverside County in order to assist youth up to the age of 22 who are deeply entrenched in life on the streets. Youth are offered "survival kits", gateway services, counseling, transportation to our shelter, and referrals for services to assist them while they are on the streets.
- Safe Place Program This nationally known program provides links to our shelter through partnerships in our community. SafeHouse works with local businesses, City and County offices such as the libraries and fire departments, and the Riverside Transit Authority and Sunline Bus systems to provide mobile "Safe Place" sites that transport the youth to emergency shelter.
- Cup of Happy Youth Outreach Counseling Program In partnership with the Riverside University Health System/Behavioral Health, SafeHouse provides transitional aged peer youth counselors to assist youth ages 16-25 experiencing undiagnosed mental health issues in both eastern and western Riverside County. Outreach and referrals are provided, as well as activities and workshops to engage youth while delivering subtle messages about positive mental health.

2

- Stress and Your Mood (SAYM) Counseling Program In partnership with the Riverside University Health System/Behavioral Health, SafeHouse provides Marriage and Family Therapists in both eastern and western regions of Riverside County. The program provides a unique, evidence based system of cognitive behavioral therapy that has had an incredible impact on young people who display evidence of depression.
- Cognitive Behavioral Intervention for Trauma in Schools (CBITS) In partnership
 with the Riverside University Health System/Behavioral Health, SafeHouse provides
 Marriage and Family Therapists in in western Riverside County for youth in middle and
 high school. This program provides school based, group, and individual intervention for
 youth experiencing trauma, depression, and behavioral problems.

Shelter Programs and Impacts:

As a member of our County Continuum of Care (Homeless Collaboration) and through our experience in working with street youth, human trafficking victims, and other sub-populations of street youth, SafeHouse provides 47 shelter beds for youth ages 11-17 and 40 Transitional Living and Permanent Supportive Housing beds for older homeless and disabled homeless youth ages 18 up to the age of 22 all located in Riverside or Thousand Palms for complete service coverage in Riverside County.

Through our emergency shelter programs we have served over 18,000 youth and have a 95% success rate of placing youth into safe and stable environments. Through our Anti-Human Trafficking Program we have served over 200 youth victims of sexual and human trafficking and are currently carrying a case load of 50 active cases this year. 50% of these youth are successful in their movement from victim to survivor. Through our Street Outreach Program we have removed over 800 youth from the streets and have reunited them with their families or placed them either in shelter or transitional housing.

The impacts of the SafeHouse housing programs have been the reduction of youth on the streets, increasing the safety and permanency for the youth who have received services, and reduced the risk of sexual exploitation from our rescue and relief efforts. SafeHouse follows the Comprehensive Youth Service Model by ensuring that all our programs are holistic in approach as a promising practice when addressing the unique needs of runaway and homeless youth and young adults. Components include: Outreach, Gateway Services, Assessment, Harm Reduction, Access to Emergency Shelter, Crisis Stabilization, Continuum Service Linkages, Aftercare services to sustain the provision of support for the holistic well-being of youth, and Follow-up.

SafeHouse's intent is to provide comprehensive programs that are designed to assist the youth with their mental health issues through counseling, continuing education through our on-site school, and community based outreach to provide referrals and information on SafeHouse and its programs so that youth do not end up with law enforcement or in the juvenile justice systems.

Our family counseling program uses "family first" techniques to re-order the family structure and "strategic therapy" to view patterns of interactions between family members. Parents are encouraged to participate in as many counseling sessions as possible during the 21-day program. These two forms of counseling are used to open the lines of communication, encourage positive

3

reinforcement, and reunite the youth with their family rather than involving Child Protective Services or having the youth end up in the juvenile justice or child welfare systems. 80% of the youth entering the shelter will increase their well-being by participating in individual therapy. 50% of the youth and their families who are planning to reunify will increase their sense of well-being by receiving family therapy with a therapist. (100% will be offered family counseling) 100% of the youth who enter our programs are offered risk/harm reduction groups including topics on safe sex, dating violence, substance abuse, and bullying and 100% of the youth who have entered our shelter are offered the "Why Try" Life Skills group to develop safe coping and problem solving skills. The Outcomes are at least 75% of the youth who exit the program will continue to have an increased sense of safety by reporting that they feel safe where they are living 90-days after exit as assessed by our Aftercare/Exit Survey.

Operation SafeHouse provides highly specialized services to address "multiple-problem" youth and families and is well equipped to handle runaway, homeless and other youth in crisis. The shelter program provides immediate help to youth and families experiencing crisis situations and family conflict. We understand the stresses of being a parent of adolescents, as well as how many youth feel that they are not understood by their parents. SafeHouse staff is available 24 hours a day, 7 days a week, 365 days a year for teens and their families who need help negotiating the often challenging road from childhood to independent adult life.

In 2010, SafeHouse and the Riverside County Sheriff's Department form the Riverside County Anti-Human Trafficking Task Force and were awarded funding to establish the first Anti-Human Trafficking Program for our county. SafeHouse provides the only long-term services for victims of sexual exploitation and human trafficking. In 2015, SafeHouse was awarded one of two Anti-Human Trafficking Grants specifically for sheltered youth in the State of California. SafeHouse provides individualized case management and counseling for youth who are identified by our staff as being victims of trafficking. SafeHouse also has opened a six bed group home in Cathedral City for young victims of trafficking who need long-term placement so that they do not remain in our shelter over the 21-day time period.

When the youth enter the shelter, SafeHouse provides for all of the youth's basic and immediate needs through provision of gateway services such as food to prevent malnutrition, showers, clothing, hygiene items, and a safe place to sleep. After these needs are met, youth are assigned a Case Manager to oversee all of the youth's services for the duration of the program and help the youth connect with people and community resources that can support them (i.e. mentoring programs, support groups, mental health, social services, etc.) Case Managers handle no more than five youth each. The youth receives an intake and completes a GAIN assessment (individual assessment) to determine their treatment needs. From this assessment, the youth and their therapist create a treatment plan to address each of the specific needs identified.

Youth are advised that they can go to their home school and that transportation will be arranged or they may attend the SafeHouse school program on-site run by the Palm Springs Unified School District. In order to assure linkage with the McKinney-Vento process for homeless youth, the school district prepares a video presentation that all youth view upon admission to SafeHouse. Safe Place staff works with our school district to educate their staff and personnel on how they can be advocates for runaway and homeless youth, and to inform the youth about

4

the programs offered at SafeHouse. Our Community Day School operates five hours per day Monday through Friday all year round. As a designated community school, SafeHouse students work on curriculum in all major subject areas (Reading, Math, Science, and History) and receive up to 10 accumulated school credits for their work. Volunteers assist with tutoring. SafeHouse works closely with each youth's home school and assignments are sent via fax to keep them up to date. We also make contacts with the teachers and counselors at their home schools so that when they are ready to return their re-entry will be seamless.

Treatment includes individual, group and family counseling, when appropriate. Individual Counseling sessions for youth are provided by Masters Level Trainee Therapists for a minimum of 45 minutes daily. In these sessions, the youth and therapist process trauma in the youth's life, behavioral issues, and develop an appropriate aftercare plan that identifies permanent connections with adults in the youth's life and a permanent, safe, living environment for the youth upon exit from the shelter. Youth participate in daily Group Counseling to teach appropriate coping methods, risk-reduction, independent living skills and recreation.

Examples of these groups include: Coping Methods Groups to Increase Well-Being: journaling, creative writing, anger management, and their future goals discussion group. Risk-Reduction Education Groups to Increase Safety: safe sex, peer pressure, bullying, self-injury prevention, dating violence and substance abuse prevention. Independent Living Skills Groups to teach Self-Sufficiency: Life Skills such as education and career planning, "WhyTry" group to teach decision making skills, resistance to peer pressure, positive self-concept, self-control, and access to support systems.

Family Counseling is offered for every youth and family that enters the shelter to facilitate family reunification, if appropriate, and to assist the youth in establishing permanent connections with safe adults. The Family Counselor utilizes family sessions to resolve family conflicts, increase appropriate communication and provide a safe place for the young person and parent to express their needs. Some of the family issues we see are related to blended families, roles and responsibilities, accountability, discipline, school problems, drug abuse, and abuse.

SafeHouse provides Optional Services, including prevention and early intervention for families and at-risk youth, an Anti-Human Trafficking program to identify and treat victims of sexual exploitation, prostitution and sexual abuse, substance abuse prevention, and substance abuse education provided at both shelters. Transportation is available for youth through use of our SafeHouse van and our partnership with the Sunline Bus System who provides 84 bus routes throughout the Coachella Valley as "mobile Safe Place" sites.

SafeHouse has worked to meet youth where they are at, and to develop skills in them that they can carry with them throughout their life. By working side-by-side with young people, rather than taking the role of expert, we are empowering young people to determine their own destinies.

Most often, SafeHouse works with young people who have little or no positive adult role models in their lives. By building social support and relationship capacity and becoming mentors, we are teaching young people that adults can be a source of comfort and support, rather than adversity.

5

Many of our programs within our organization employ levels of youth development that include, but not limited to: life skills training such as appropriate communication skills, financial resourcefulness, job skills training, positive relationship skills, independent living skills, and educational attainment skills.

While SafeHouse recognizes the immense importance of life skills, we also understand the importance of social and recreational skills. Youth are giving opportunities to explore positive social interactions with peers and adults, the opportunity to use various forms of artistic expression, the opportunity to mentor peers, community outreach opportunities, and the opportunity to interact with various community stakeholders in a way that allow their voice to be heard to those making many of the programmatic decisions. By taking a holistic approach we are doing more than providing basic mental health services, we are reinforcing the notion that youth are more than their mental health issues. So often young people carry with them the negativity they have lived and internalize that. By treating young people as equals, we are showing them that they are important to our world and can grow to their full potential.

Young people often have questions about the world in which they live. These questions often go unanswered because young people do not have trusted adults they can go to. SafeHouse has an approach to recovery that allows youth to freely and openly discuss anything that is on their minds. One main way we provide this is through our therapeutic services offered, but the support is not limited to therapy alone. SafeHouse employs Case Managers, Counselors, and trained Child Care Workers that act as friend and mentor, Community Outreach Coordinators that work alongside with youth, a local artist that teaches young people skills to take with them, drug and alcohol support staff, human trafficking educators, and Licensed Marriage and Family Counselors to support overall recovery and wellness.

Interventions employed at all levels of care within the organization are done with the knowledge that so many of the youth we see have some form of trauma in their background. When care is trauma informed, we are able to provide a safe environment free of the dangers of retraumatization to the youth in any capacity. One approach to treating trauma is helping the client re-author their story through the use of Narrative therapy techniques. Youth can learn that they are more than the trauma, and that trauma does not have to define who they are and the path they take in life. So often youth feel as though they are the culmination of their life experiences, we help them see past that and help them develop skills they can use throughout their life to manage triggers associated with trauma. The starting point for helping those with trauma live their most fulfilling life is to provide a safe and trusting environment for youth. Safehouse prides itself on the atmosphere of love and homeliness we have created over the past 26 years.

Often is the case that the positive adult relationships that are formed at SafeHouse are carried through a young person's lifetime as support does not stop once a young person is no longer receiving services. Many examples can be given of young people maintaining connections with SafeHouse through ongoing after-care services, lifelong friendships, and employment opportunities.

The following are ways in which our specific programs are employing the principles of Positive Youth Development in order to build social support and relationship capacity.

- 1. Cup of Happy Peer Outreach- Hire Transitional Aged Youth (former clients ages 16-25) to:
 - a) Provide weekly groups to the youth shelter in Thousand Palms on mental health and LGBTQ issues.
 - b) Weekly outreach to youth members of the LGBTQ community to provide information on safety and mental wellness as they navigate through their personal growth and discovery. Groups are provided in a LGBTQ location to provide the utmost safety and trust. Peer Support Specialists who identify as members of the LGBTQ community provide support and answer questions young people may have about their sexuality or gender identification.
- 2. Goals/Check in group: This is used for introductions in case of new clients for the staff and youth to meet each other to provide support to new clients who may present with anxieties and fears of being in a new environment. This is a structured discussion that assists the client with daily goals. The planning of the shift and the activities for the day. This also gives the clients an opportunity to voice what has been working for them, what has not been working, how they are feeling and if they have any concerns or needs that we are able to help them with. This is also an opportunity for clients who have been at the shelter to mentor new clients on the daily activities of the program and teach coping skills they have found effective.
- 3. Coachella Valley Sexual Assault: Provides the following services to persons referred by SafeHouse: 24 hour crisis intervention, advocacy and accompaniment for survivors and their families; follow up services: short term counseling: survivor groups; information and referral and community education. (Once a week)
- 4. Planned Parenthood: Provides an evidence based program models that is proven to change behavior, delay sexual activity, increase condom or contraceptive use among sexually -active youth and reduce pregnancy to high-risk adolescents within Riverside County (Once a month)
- 5. Youth participate in art meditation twice a week with Lady V (Valohna). Youth are able to participate in a variety of art projects during this group. Every group is tailored towards a specific project for that setting and youth can create everything from inspirational rocks, poetry, repurposing of furniture/clothing, wire bending, jewelry and clothes making, and work on group and individual art canvases. Valohna is passionate about providing interventions to youth that they can use outside of SOD. Youth can use skills they learn and market them to help meet their needs, use them as a positive outlet for trauma triggers, and learn ways to use their time without the use of alcohol and substance use. We have also added two new groups into the program, that our youth have enjoyed a lot Soul Collage and Calligraphy/Photo. In Soul Collage youth participate in making photo cards, more of messaged based imagery. In Calligraphy/Photo youth learn the art of Calligraphy, use photos of their surrounding and make their own personal greeting cards. Skills learned can be used as positive coping skills throughout their life.

- 6. Focus groups where youth can decide new programs. Recently youth were involved in the development and decision making process for the "What's Up SafeHouse" crisis texting line. The youth named the phone app and requested anonymous texting services that were available to them on a 24-hour basis.
- 7. Youth participate in a two hour cooking group every Friday with Chef Thea. Thea is a personal chef & food consultant. She has combined her love of food and travel into recipe books from around the world. She uses her combination of skills, experiences and passions to teach the kids how to cook and the love of food. Each week there is a different dinner theme (Mexican, Thai, etc.) in which the kids participate in making. This provides youth with sustainable skills for independent living and self-sufficiency.
- 8. SafeHouse also involves the community in working with our youth through projects such as the SafeHouse community garden. The youth choose what vegetables will be planted and plan the garden with a master gardener. While they are staying with us they tend and water the garden and once the vegetables are ready to harvest they meal plan and cook as part of their life skills classes.
- Two or more members of Hosanna Church come and have informal church group with the kids. They also attend once a month to bond with the kids and bring dinner. During the colder months, this includes bonfires and s'mores.
- 10. Alateen comes every week to volunteers discuss alcohol and its' effects with the youth. The group provides mutual support to those affected by others' drinking.
- 11. Community Service Opportunities: Our youth volunteer at Healing Horses, a non-profit for mentally and physically disabled youth. Our youth clean the horses and assist the youth there in riding. This opportunity is provided so clients can give back to those less fortunate and learn the value of helping others.

Funding Request and Sustainability:

SafeHouse is requesting the Riverside County Department of Probation's assistance in providing on-going support for youth. Your funding will be used to support 3 full-time Child Care Workers who provide direct 24-hour supervision of youth in our Operation SafeHouse Emergency Shelter in Riverside. Job Duties performed by the Child Care Workers are group counseling to reduce substance use, anger issues, and teen delinquency, life skills, intakes and exits, meal preparation, 24-hour crisis line assistance, and tutoring for educational success. All of these practices assist at-risk youth in establishing positive relationships, increasing their social and emotional well-being and developing ongoing success in school, the community, and at home.

SafeHouse of the Desert has been federally funded for all three of their core essential programs (shelter, transitional housing, and outreach) by the Department of Health and Human Services Administration for Children since 2008 on an ongoing and annual basis. This federal funding provides leveraging to attract other funding sources to support our programs. SafeHouse also employs a full-time Grant Writer and a part-time Sustainability Office who work to find new

8

sources of funding through City and County government and to cultivate donations through private foundations and donors. Each year, a full funding plan is made in order to support our agency, SafeHouse staff and the Board of Directors work very hard to ensure that each program is fully funded and functioning at capacity. SafeHouse has served youth and families in Riverside County since 1990 and in that time has never shut down a program due to lack of funding.

9

SERVICE AGREEMENT

for

JJCPA FUNDED PROGRAM SERVICES

between

COUNTY OF RIVERSIDE

And

Operation Safe House, Inc.
(Western Area Program)



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TABLE OF CONTENTS

SECTION HEADING		PAGE NUMBER
1.	Description of Services	3
2.	Period of Performance	3
3.	Compensation	3
4.	Alteration or Changes to the Agreement	5
5.	Termination	5
6.	Ownership/Use of Contract Materials and Products	6
7.	Conduct of Contractor	6
8.	Inspection of Service: Quality Control/Assurance	7
9.	Independent Contractor/Employment Eligibility	7
10.	Subcontract for Work or Services	9
11.	Disputes	9
12.	Licensing and Permits	9
13.	Use by Other Political Entities	10
14.	Non-Discrimination	10
15.	Records and Documents	10
16.	Confidentiality	10
17.	Administration/Contract Liaison	11
18.	Notices	11
19.	Force Majeure	11
20.	EDD Reporting Requirements	11
21.	Hold Harmless/Indemnification	12
22.	Insurance	
23.	General	15
Exhib	bit A-Scope of Service from RFP PRARC-063	18
Exhib	oit B- Scope of Service to be Performed	19
Exhib	oit C- Budget	21
	hment I –Service Area Districts	
	hment II –Operation Safe House Emergency Shelter Program	

This Agreement, made and entered into this <u>6th</u> day of <u>February</u>, 2018, by and between Operation Safe House, Inc., a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services from RFP PRARC-063, and Exhibit B, Scope of Service to be Performed, at the prices stated in Exhibit C, Budget, attached hereto and incorporated herein by reference.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit C. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. <u>Period of Performance</u>

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through February 5, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties 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.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit C, Budget. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$100,000 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

RFP#PRARC-063

- 3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Probation Department

P.O. Box 833

Riverside, CA 92502-0833

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PRARC-95216-003-06/18 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- 3.4 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.

4. Alteration or Changes to the Agreement

- 4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

- **5.1**. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- 5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - 5.3 After receipt of the notice of termination, CONTRACTOR shall:
 - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- 5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

RFP#PRARC-063

- 5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- 5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service: Quality Control/Assurance**

- 8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.
- 8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

- 11.1 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 Purchasing Department'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 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 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.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

RFP#PRARC-063

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. <u>Use By Other Political Entities</u>

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

CONTRACTOR

Probation Department

Operation Safe House, Inc.

3960 Orange Street, Ste. 600

9685 Hayes Street

Riverside, CA 92501

Riverside, CA 92503

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

- 21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 Insureds.

RFP#PRARC-063

D. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this 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 coverage's 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 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

- 23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

RFP#PRARC-063

- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:

Chuck Washington, Chairman Board of Supervisors

Dotadi ==== A

Dated: ___FEB 0 6 2018

ATTEST:

Kecia Harper-Ihem Clerkfof the Board

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

Thomas Oh.

Deputy County Counsel

Dated:

OPERATION SAFE HOUSE, INC.,

a California nonprofit corporation

By:

Kathy McAdara
Executive Director

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EXHIBIT A

SCOPE OF SERVICE FROM RFP PRARC-063

1. The Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs anticipated to reduce crime and delinquency among at-risk youth.

In FY 2012-2013, \$107.1 million in JJCPA funding supported 149 programs in 56 participating counties. Programs that resulted in lower crime rates amount juveniles include intensive family interventions, after-school programs for at-risk teens, gang and truancy prevention, job training and diversion programs. State law compels that counties provide programs that have been demonstrated to be effective in reducing delinquency.

- 2. Eligible providers must either be a nongovernmental entity or a coalition of nongovernmental entities that deliver services to youth who have been released from a juvenile detention facility or who are under the supervision of the County of Riverside Probation Department, or any other youth at risk of becoming involved in juvenile delinquency. Eligible providers must have a demonstrated history for the immediate five years prior to an application for funding of providing services known to reduce crime and recidivism to the identified population of adults and/or juveniles. The services include but are not limited to:
 - a. Self-help groups
 - b. Individual or group assistance with basic life skills
 - c. Mentoring programs
 - d. Academic and educational services including those which enable a recipient to earn a high school diploma
 - e. Job training skills and employment (including entrepreneurship and apprentice opportunities)
 - f. Truancy prevention programs
 - g. Literacy programs
 - h. Capital expenditures in support of program delivery
 - i. Partnerships that provide youth with wrap around services including but not limited to aftercare following treatment, cognitive behavioral training, job coaching, sports programs and transportation
 - j. Any service that reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council including:
 - k. Individual or group assistance with referrals for any of the following
 - 1. Mental and physical health assessments
 - 2. Counseling services
 - 3. Education and vocational programs
 - 4. Employment opportunities
 - 5. Alcohol and drug treatment
 - 6. Health, wellness, fitness and nutrition programs and services
 - 7. Personal finance and consumer skills programs and services
 - 8. Personal growth and development programs to reduce recidivism

EXHIBIT B

SCOPE OF SERVICE TO BE PERFORMED

- 1. Operation Safe House, Inc. (CONTRACTOR) shall provide the following services as proposed in response to RFP# PRARC-063. The services shall be provided within the County of Riverside, District #1, 2, 3, & 5. (See Attachment I, Service Area Districts, attached hereto)
- 2. The CONTRACTOR shall provide the services to include the following, but are not limited to:
 - a) Offer youth a variety of programs designed to promote self-help. This shall be done through group counseling activities, many of the programs utilized are evidence based and are used on atrisk youth to encourage them in positive decision making skills, resistance to peer pressure, and positive self-attitudes in order to decrease their chances of delinquency. (See Attachment II Emergency Shelter Program page 23, attached hereto).
 - b) One hundred percent of the youth who enter Operation Safe House, Inc. programs are given life skills classes every day.
 - c) Referrals to mentoring programs shall be available.
 - d) CONTRACTOR shall provide education advancement and GED classes through on-site school which is run by the Riverside County Office of Education. All units are transferrable back to the youth's school once they leave. Youth are also offered continuing education through extended day school, which is available on-site after the program has ended in order to earn their diploma.
 - e) Due to the length of stay (21-days, but the average stay is 8-days) youth are not offered job skills or apprenticeship programs. CONTRACTOR shall provide a pre-apprenticeship program for youth where youth are taught skills that can be used for future employment opportunities.
 - f) CONTRACTOR does not have a formalized truancy program, however, shall be assisting youth in truancy prevention by having them attend school while they are at Operation SafeHouse facility and breaking the habit of low attendance once they return home.
 - g) Youth shall be offered literacy programs through CONTRACTOR'S on-site school
 - h) No capital expenditures under this scope of service and are not applicable.
 - i) CONTRACTOR shall provide youth with services including, but not limited to aftercare, counseling, transportation, education, life skills and cognitive behavioral therapy. Programs that are designed to move the youth from the streets, into Safehouse shelters, and eventually into a safe and stable environment, thus relieving systems such as juvenile justice, medical, and child protective services from having to provide group home housing, medical care, or incarceration and saving local tax payers valuable tax dollars that can be used elsewhere. CONTRACTOR collaborates with several Riverside County agencies in keeping children safe, such as Riverside County Department of Health and Human Services, the Housing Authority of the County of

Riverside, the Riverside County Sherriff's Department, the Riverside County Department of Probation, Child Protective Services, County of Riverside Community Action Partnership, the Riverside University Health System/Behavioral Health, Path of Life, Riverside Area Rape Crisis, Alternatives to Domestic Violence, Planned Parenthood and Family Services. CONTRACTOR shall work with these groups to provide youth with full case management in order to increase their safety, to provide them with knowledge of services available to help them, and diminish their chances of returning to the streets and juvenile delinquency. (See Attachment II Emergency Shelter Program page 23).

- j) CONTRACTOR shall continue to provide services currently offered by their organization that align with the objectives which reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council.
- k) CONTRACTOR shall provide referrals for mental and physical health assessments, continuing counseling services, education and vocational programs, employment, alcohol and drug treatment, health, wellness, and fitness programs, and personal growth and development programs in the county that will assist with recidivism.

RFP#PRARC-063 Form #116-310 – Dated: 2/01/2016

EXHIBIT C

BUDGET

1. Cost Proposal: CONTRACTOR is receiving \$100,000 from JJCPA funding for the provision of services within the geographically western locations of Riverside County.

Description	Amount	Percentage of Grand Total
Salaries Subtotal	\$81,120	81 %
Benefits Subtotal	\$13,840.80	14%
Program/Operational Total	\$5,039.20	5%
Administrative/Overhead Cost Total	\$0.00	0%
Grand Total	\$100,000.00	100%

RFP#PRARC-063 Form #116-310 – Dated: 2/01/2016

ATTACHMENT I

SERVICE AREA DISTRICTS

District 1

The First District includes about 450,000 residents and encompasses the cities of Wildomar, Lake Elsinore, Canyon Lake and most of the City of Riverside. The district also covers the unincorporated communities of Gavilan Hills, Good Hope, Lake Hills, Lake Mathews, Mead Valley, Meadowbrook, Temescal Valley, Woodcrest, Tenaja, DeLuz, LaCresta, Warm Springs, Lakeland Village, and Spring Hills.

District 2

The Second District includes cities of Corona, Eastvale, Jurupa Valley, Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, and Casa Blanca. Unincorporated communities within the 2nd Supervisorial District include Highgrove, El Cerrito, and Coronita.

District 3

The Third District includes the cities of Hemet, Murrieta, San Jacinto, and Temecula. The district also includes the unincorporated communities of Aguanga, Anza, Cottonwood Canyon, French Valley, Gilman Hot Springs, Green Acres, Homeland, Idyllwild, Lake Riverside, Mountain Center, Murrieta Hot Springs, Pine Cove, Pinyon Pines, Poppet Flats, Rancho California, Soboba Hot Springs, Twin Pines, Valle Vista, and Winchester.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, and Desert Hot Springs. Unincorporated areas include Banning Bench, Cabazon, Cherry Valley, Desert Hills, Desert Hot Springs, El Nido area, Juniper Flats, Lake Perris, Lakeview, Lakeview Mountains, Mission Lakes, Mission Springs, Morongo Badlands, Nuevo, North Palm Springs, Painted Hills, Quail Lake, Reche Canyon, San Jacinto Wildlife Reserve, San Timoteo Canyon, Snow Creek, The Sovereign Nation of the Morongo Band of Mission Indians, Twin Pines, West Garnet, Whitewater and Windy Point.

ATTACHMENT II OPERATION SAFEHOUSE, INC. EMERGENCY SHELTER PROGRAM



Mission Statement:

Operation SafeHouse, with community support, provides emergency shelter, intervention and outreach services to runaway, homeless and other youth in crisis. SafeHouse offers youth positive alternatives to becoming victims of the streets.

History and Programs:

Operation SafeHouse was established in 1988 by two educators who saw that there was an overwhelming need to reach out and shelter troubled youth in Riverside County. The SafeHouse Emergency Shelter was opened in 1990 to provide a safe, nurturing place where teenagers in crisis could receive help instead of taking to the unsafe streets. Since that time we have continued to grow and expand our services to meet the needs of our young people.

Last year, there were over 3,200 runaway and homeless youth reported in Riverside County. SafeHouse serves over 6,000 youth annually through intervention programs, outreach, and on and off-site counseling services. All of our services are available to teens and their families regardless of their income status and we strive to preserve and reunify families whenever possible. As a non-profit organization, SafeHouse is funded by federal, state, and city grants, private donations and community support.

Teens leave home for a variety of reasons. Sometimes there is drug or alcohol abuse by a family member, violence in the home, or the youth is told to leave. Whether runaways or throwaways, these young people do not feel safe in their own homes. Life on the street turns out to be even more dangerous. Fortunately there are places like SafeHouse that are there to help.

Our 21-day shelter program provides core essentials needed for a child to find a path to safety. Of course our first thoughts go toward necessities—a home cooked meal, clean clothes and a warm bed. Once settled into the program we can concentrate on the unique individual we find before us. The entire program is designed with the youth in mind from the way they are treated, to the activities we engage in, to a staff that is caring and supportive. Our counseling program helps the youth recognize and deal with the serious issues they are facing in today's world. Each counseling session is targeted to the individual youth and may include abuse, substance abuse, gender identity issues, teen pregnancy, anger management or abandonment.

Programs offered by both shelters include:

Emergency Shelters—located in Riverside and Thousand Palms, these facilities accept
males and females, ages 11-17, every hour of every day of the year. Immediate
interventions include three weeks of emergency shelter, food, clothing, daily counseling,

family reunification when possible, and ongoing grade level education. The daily counseling services, as well as family sessions assist the teens and their families in addressing individual and family issues in a positive way that is helpful for all family members. We also provide a 24 hour toll free crisis line.

- Transitional Living and Permanent Supportive Housing Programs located in Riverside and Thousand Palms, these apartment settings provide transitional living for up to eighteen months for older youth ages 18—22 who are aging out of foster care or who are homeless and permanent supportive housing for chronically homeless or disabled homeless youth ages 18-24. Services include life skills, financial education, employment assistance, continuing education, and mental health counseling. Our goal is to move the youth from homelessness to permanent housing and self-sufficiency.
- Anti-Human Trafficking Program A partnership with the Riverside County Sheriff's
 Department to assist victims of Human Trafficking of all ages. SafeHouse provides longterm services and housing for victims of sexual and labor trafficking throughout our
 county.
- Neuma House located in Cathedral City, Neuma House provides independent living
 for six female victims of human trafficking who are under the age of 18. These young
 ladies are offered counseling, education advancement, housing, clothing, food,
 transportation, medical and dental assistance, and life skills to assist them in their
 movement from victim to surviyor.
- "What's Up" SafeHouse The first anonymous crisis texting line for youth ages 11-24
 in Riverside County. This mobile app is downloadable and provides live mental health
 professionals 24 hours a day, seven days a week to assist youth with counseling and
 referrals during a crisis situation.
- Education Community Day Schools with credentialed teachers and state standardsbased grade level curriculum are on both sites. Teens keep up with their regular education program throughout their stay and continue earning credits towards their diplomas that transfer back to their high schools with them.
- After Care Counseling 50% of clients and families participate to strengthen and stabilize the family unit and receive additional assistance as needed.
- Street Outreach Program Is provided throughout eastern and western Riverside
 County in order to assist youth up to the age of 22 who are deeply entrenched in life on
 the streets. Youth are offered "survival kits", gateway services, counseling, transportation
 to our shelter, and referrals for services to assist them while they are on the streets.
- Safe Place Program This nationally known program provides links to our shelter through partnerships in our community. Safel louse works with local businesses, City and County offices such as the libraries and fire departments, and the Riverside Transit Authority and Sunline Bus systems to provide mobile "Safe Place" sites that transport the youth to emergency shelter.
- Cup of Happy Youth Outreach Counseling Program In partnership with the Riverside University Health System/Behavioral Health, SafeHouse provides transitional aged peer youth counselors to assist youth ages 16 -25 experiencing undiagnosed mental health issues in both eastern and western Riverside County. Outreach and referrals are provided, as well as activities and workshops to engage youth while delivering subtle messages about positive mental health.

2

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- Stress and Your Mood (SAYM) Counseling Program In partnership with the
 Riverside University Health System/Behavioral Health, SafeHouse provides Marriage
 and Family Therapists in both eastern and western regions of Riverside County. The
 program provides a unique, evidence based system of cognitive behavioral therapy that
 has had an incredible impact on young people who display evidence of depression.
- Cognitive Behavioral Intervention for Trauma in Schools (CBITS)—In partnership
 with the Riverside University Health System/Behavioral Health, SafeHouse provides
 Marriage and Family Therapists in in western Riverside County for youth in middle and
 high school. This program provides school based, group, and individual intervention for
 youth experiencing trauma, depression, and behavioral problems.

Shelter Programs and Impacts:

As a member of our County Continuum of Care (Homeless Collaboration) and through our experience in working with street youth, human trafficking victims, and other sub-populations of street youth, SafeHouse provides 47 shelter beds for youth ages 11-17 and 40 Transitional Living and Permanent Supportive Housing beds for older homeless and disabled homeless youth ages 18 up to the age of 22 all located in Riverside or Thousand Palms for complete service coverage in Riverside County.

Through our emergency shelter programs we have served over 18,000 youth and have a 95% success rate of placing youth into safe and stable environments. Through our Anti-Human Trafficking Program we have served over 200 youth victims of sexual and human trafficking and are currently carrying a case load of 50 active cases this year. 50% of these youth are successful in their movement from victim to survivor. Through our Street Outreach Program we have removed over 800 youth from the streets and have reunited them with their families or placed them either in shelter or transitional housing.

The impacts of the SafeHouse housing programs have been the reduction of youth on the streets, increasing the safety and permanency for the youth who have received services, and reduced the risk of sexual exploitation from our rescue and relief efforts. SafeHouse follows the Comprehensive Youth Service Model by ensuring that all our programs are holistic in approach as a promising practice when addressing the unique needs of runaway and horneless youth and young adults. Components include: Outreach, Gateway Services, Assessment, Harm Reduction, Access to Emergency Shelter, Crisis Stabilization, Continuum Service Linkages, Aftercare services to sustain the provision of support for the holistic well-being of youth, and Follow-up.

SafeHouse's intent is to provide comprehensive programs that are designed to assist the youth with their mental health issues through counseling, continuing education through our on-site school, and community based outreach to provide referrals and information on SafeHouse and its programs so that youth do not end up with law enforcement or in the juvenile justice systems.

Our family counseling program uses "family first" techniques to re-order the family structure and "strategic therapy" to view patterns of interactions between family members. Parents are encouraged to participate in as many counseling sessions as possible during the 21-day program. These two forms of counseling are used to open the lines of communication, encourage positive

3

reinforcement, and reunite the youth with their family rather than involving Child Protective Services or having the youth end up in the juvenile justice or child welfare systems. 80% of the youth entering the shelter will increase their well-being by participating in individual therapy. 50% of the youth and their families who are planning to reunify will increase their sense of well-being by receiving family therapy with a therapist. (100% will be offered family counseling) 100% of the youth who enter our programs are offered risk/harm reduction groups including topics on safe sex, dating violence, substance abuse, and bullying and 100% of the youth who have entered our shelter are offered the "Why Try" Life Skills group to develop safe coping and problem solving skills. The Outcomes are at least 75% of the youth who exit the program will continue to have an increased sense of safety by reporting that they feel safe where they are living 90-days after exit as assessed by our Aftercare/Exit Survey.

Operation Safel-louse provides highly specialized services to address "multiple-problem" youth and families and is well equipped to handle runaway, homeless and other youth in crisis. The shelter program provides immediate help to youth and families experiencing crisis situations and family conflict. We understand the stresses of being a parent of adolescents, as well as how many youth feel that they are not understood by their parents. Safel-louse staff is available 24 hours a day, 7 days a week, 365 days a year for teens and their families who need help negotiating the often challenging road from childhood to independent adult life.

In 2010, SafeHouse and the Riverside County Sheriff's Department form the Riverside County Anti-Human Trafficking Task Force and were awarded funding to establish the first Anti-Human Trafficking Program for our county. SafeHouse provides the only long-term services for victims of sexual exploitation and human trafficking. In 2015, SafeHouse was awarded one of two Anti-Human Trafficking Grants specifically for sheltered youth in the State of California. SafeHouse provides individualized case management and counseling for youth who are identified by our staff as being victims of trafficking. SafeHouse also has opened a six bed group home in Cathedral City for young victims of trafficking who need long-term placement so that they do not remain in our shelter over the 21-day time period.

When the youth enter the shelter, SafeHouse provides for all of the youth's basic and immediate needs through provision of gateway services such as food to prevent malnutrition, showers, clothing, hygiene items, and a safe place to sleep. After these needs are met, youth are assigned a Case Manager to oversee all of the youth's services for the duration of the program and help the youth connect with people and community resources that can support them (i.e. mentoring programs, support groups, mental health, social services, etc.) Case Managers handle no more than five youth each. The youth receives an intake and completes a GAIN assessment (individual assessment) to determine their treatment needs. From this assessment, the youth and their therapist create a treatment plan to address each of the specific needs identified.

Youth are advised that they can go to their home school and that transportation will be arranged or they may attend the SafeHouse school program on-site run by the Palm Springs Unified School District. In order to assure linkage with the McKinney-Vento process for homeless youth, the school district prepares a video presentation that all youth view upon admission to SafeHouse. Safe Place staff works with our school district to educate their staff and personnel on how they can be advocates for runaway and homeless youth, and to inform the youth about

4

the programs offered at SafeHouse. Our Community Day School operates five hours per day Monday through Friday all year round. As a designated community school, SafeHouse students work on curriculum in all major subject areas (Reading, Math, Science, and History) and receive up to 10 accumulated school credits for their work. Volunteers assist with tutoring. SafeHouse works closely with each youth's home school and assignments are sent via fax to keep them up to date. We also make contacts with the teachers and counselors at their home schools so that when they are ready to return their re-entry will be seamless.

Treatment includes individual, group and family counseling, when appropriate. Individual Counseling sessions for youth are provided by Masters Level Trainee Therapists for a minimum of 45 minutes daily. In these sessions, the youth and therapist process trauma in the youth's life, behavioral issues, and develop an appropriate aftercare plan that identifies permanent connections with adults in the youth's life and a permanent, safe, living environment for the youth upon exit from the shelter. Youth participate in daily Group Counseling to teach appropriate coping methods, risk-reduction, independent living skills and recreation.

Examples of these groups include: Coping Methods Groups to Increase Well-Being: journaling, creative writing, anger management, and their future goals discussion group. Risk-Reduction Education Groups to Increase Safety: safe sex, peer pressure, bullying, self-injury prevention, dating violence and substance abuse prevention. Independent Living Skills Groups to teach Self-Sufficiency: Life Skills such as education and career planning, "WhyTry" group to teach decision making skills, resistance to peer pressure, positive self-concept, self-control, and access to support systems.

Family Counseling is offered for every youth and family that enters the shelter to facilitate family reunification, if appropriate, and to assist the youth in establishing permanent connections with safe adults. The Family Counselor utilizes family sessions to resolve family conflicts, increase appropriate communication and provide a safe place for the young person and parent to express their needs. Some of the family issues we see are related to blended families, roles and responsibilities, accountability, discipline, school problems, drug abuse, and abuse.

Safel louse provides Optional Services, including provention and early intervention for families and at-risk youth, an Anti-Human Trafficking program to identify and treat victims of sexual exploitation, proxitution and sexual abuse, substance abuse prevention, and substance abuse education provided at both shelters. Transportation is available for youth through use of our Safel Jouse van and our partnership with the Sunline Bus System who provides \$4 bus routes throughout the Coachelia Valley as "mobile Safe Place" sites.

SafeHouse has worked to meet youth where they are at, and to develop skills in them that they can carry with them throughout their life. By working side-by-side with young people, rather than taking the role of expert, we are empowering young people to determine their own destinies.

Most often, SafeHouse works with young people who have little or no positive adult role models in their lives. By building social support and relationship capacity and becoming mentors, we are teaching young people that adults can be a source of comfort and support, rather than adversity.

5

Many of our programs within our organization employ levels of youth development that include, but not limited to: life skills training such as appropriate communication skills, financial resourcefulness, job skills training, positive relationship skills, independent living skills, and educational attainment skills.

While SafeHouse recognizes the immense importance of life skills, we also understand the importance of social and recreational skills. Youth are giving opportunities to explore positive social interactions with peers and adults, the opportunity to use various forms of artistic expression, the opportunity to mentor peers, community outreach opportunities, and the opportunity to interact with various community stakeholders in a way that allow their voice to be heard to those making many of the programmatic decisions. By taking a holistic approach we are doing more than providing basic mental health services, we are reinforcing the notion that youth are more than their mental health issues. So often young people carry with them the negativity they have lived and internalize that. By treating young people as equals, we are showing them that they are important to our world and can grow to their full potential.

Young people often have questions about the world in which they live. These questions often go unanswered because young people do not have trusted adults they can go to. SafeHouse has an approach to recovery that allows youth to freely and openly discuss anything that is on their minds. One main way we provide this is through our therapeutic services offered, but the support is not limited to therapy alone. SafeHouse employs Case Managers, Counsclors, and trained Child Care Workers that act as friend and mentor, Community Outreach Coordinators that work alongside with youth, a local artist that teaches young people skills to take with them, drug and alcohol support staff, human trafficking educators, and Licensed Marriage and Family Counselors to support overall recovery and wellness.

Interventions employed at all levels of care within the organization are done with the knowledge that so many of the youth we see have some form of trauma in their background. When care is trauma informed, we are able to provide a safe environment free of the dangers of retraumatization to the youth in any capacity. One approach to treating trauma is helping the client re-author their story through the use of Narrative therapy techniques. Youth can learn that they are more than the trauma, and that trauma does not have to define who they are and the path they take in life. So often youth feel as though they are the culmination of their life experiences, we help them see past that and help them develop skills they can use throughout their life to manage triggers associated with trauma. The starting point for helping those with trauma live their most fulfilling life is to provide a safe and trusting environment for youth. Safehouse prides itself on the atmosphere of love and homeliness we have created over the past 26 years.

Often is the case that the positive adult relationships that are formed at SafeHouse are carried through a young person's lifetime as support does not stop once a young person is no longer receiving services. Many examples can be given of young people maintaining connections with SafeHouse through ongoing after-care services, lifelong friendships, and employment opportunities.

The following are ways in which our specific programs are employing the principles of Positive Youth Development in order to build social support and relationship capacity.

6

- Cup of Happy Peer Outreach- Hire Transitional Aged Youth (former clients ages 16-25) to:
 - a) Provide weekly groups to the youth shelter in Thousand Palms on mental health and J.GRTO issues.
 - b) Weekly outreach to youth members of the LGBTQ community to provide information on safety and mental wellness as they navigate through their personal growth and discovery. Groups are provided in a LGBTQ location to provide the utmost safety and trust. Peer Support Specialists who identify as members of the LGBTQ community provide support and answer questions young people may have about their sexuality or gender identification.
- 2. Goals/Cheek in group: This is used for introductions in case of new clients for the staff and youth to meet each other to provide support to new clients who may present with anxieties and fears of being in a new environment. This is a structured discussion that assists the client with daily goals. The planning of the shift and the activities for the day. This also gives the clients an opportunity to voice what has been working for them, what has not been working, how they are feeling and if they have any concerns or needs that we are able to help them with. This is also an apportunity for clients who have been at the shelter to mentor new clients on the daily activities of the program and teach coping skills they have found effective.
- 3. Coachella Valley Sexual Assault: Provides the following services to persons referred by SafeHouse: 24 hour crisis intervention, advocacy and accompaniment for survivors and their families; follow up services: short term counseling: survivor groups; information and referral and community education. (Once a week)
- 4. Planned Parenthood: Provides an evidence based program models that is proven to change behavior, delay sexual activity, increase condom or contraceptive use among sexually -active youth and reduce pregnancy to high-risk adolescents within Riverside County (Once a month)
- 5. Youth participate in art meditation twice a week with Lady V (Valohna). Youth are able to participate in a variety of art projects during this group. Every group is tailored towards a specific project for that setting and youth can create everything from inspirational rocks, poetry, repurposing of furniture/clothing, wire bending, jewelry and clothes making, and work on group and individual art canvases. Valohna is passionate about providing interventions to youth that they can use outside of SOD. Youth can use skills they learn and market them to help meet their needs, use them as a positive outlet for trauma triggers, and learn ways to use their time without the use of alcohol and substance use. We have also added two new groups into the program, that our youth have enjoyed a lot.—Soul Collage and Calligraphy/Photo. In Soul Collage youth participate in making photo cards, more of messaged based imagery. In Calligraphy/Photo youth learn the art of Calligraphy, use photos of their surrounding and make their own personal greeting cards. Skills learned can be used as positive coping skills throughout their life.

- 6. Focus groups where youth can decide new programs. Recently youth were involved in the development and decision making process for the "What's Up SafeHouse" crisis texting line. The youth named the phone app and requested anonymous texting services that were available to them on a 24-hour basis.
- 7. Youth participate in a two hour cooking group every Friday with Chef Thea. Thea is a personal chef & food consultant. She has combined her love of food and travel into recipe books from around the world. She uses her combination of skills, experiences and passions to teach the kids how to cook and the love of food. Each week there is a different dinner theme (Mexican, Thai, etc.) in which the kids participate in making. This provides youth with sustainable skills for independent living and self-sufficiency.
- 8. SafeHouse also involves the community in working with our youth through projects such as the SafeHouse community garden. The youth choose what vegetables will be planted and plan the garden with a master gardener. While they are staying with us they tend and water the garden and once the vegetables are ready to harvest they meal plan and cook as part of their life skills classes.
- Two or more members of Hosanna Church come and have informal church group with the kids. They also attend once a month to bond with the kids and bring dinner. During the colder months, this includes bonfires and s'mores.
- 10. Alateen comes every week to volunteers discuss alcohol and its* effects with the youth. The group provides mutual support to those affected by others' drinking.
- 11. Community Service Opportunities: Our youth volunteer at Healing Horses, a non-profit for mentally and physically disabled youth. Our youth clean the horses and assist the youth there in riding. This opportunity is provided so clients can give back to those less fortunate and learn the value of helping others.

Funding Request and Sustainability:

SafeHouse is requesting the Riverside County Department of Probation's assistance in providing on-going support for youth. Your funding will be used to support 3 full-time Child Care Workers who provide direct 24-hour supervision of youth in our Operation SafeHouse Emergency Shelter in Riverside. Job Duties performed by the Child Care Workers are group counseling to reduce substance use, anger issues, and teen delinquency, life skills, intakes and exits, meal preparation, 24-hour crisis line assistance, and tutoring for educational success. All of these practices assist at-risk youth in establishing positive relationships, increasing their social and emotional well-being and developing ongoing success in school, the community, and at home.

SafeHouse of the Desert has been federally funded for all three of their core essential programs (shelter, transitional housing, and outreach) by the Department of Health and Human Services Administration for Children since 2008 on an ongoing and annual basis. This federal funding provides leveraging to attract other funding sources to support our programs. SafeHouse also employs a full-time Grant Writer and a part-time Sustainability Office who work to find new

sources of funding through City and County government and to cultivate donations through private foundations and donors. Each year, a full funding plan is made in order to support our agency, SafeHouse staff and the Board of Directors work very hard to ensure that each program is fully funded and functioning at capacity. SafeHouse has served youth and families in Riverside County since 1990 and in that time has never shut down a program due to lack of funding.

9

SERVICE AGREEMENT

for

JJCPA FUNDED PROGRAM SERVICES

between

COUNTY OF RIVERSIDE

and

The Carolyn E. Wylie Center for Children, Youth & Families



TABLE OF CONTENTS

SECTION HEADING		PAGE NUMBER
1.	Description of Services	3
2.	Period of Performance	3
3.	Compensation	3
4.	Alteration or Changes to the Agreement	5
5.	Termination	5
6.	Ownership/Use of Contract Materials and Products	6
7.	Conduct of Contractor	6
8.	Inspection of Service: Quality Control/Assurance	7
9.	Independent Contractor/Employment Eligibility	7
10.	Subcontract for Work or Services	9
11.	Disputes	9
12.	Licensing and Permits	9
13.	Use by Other Political Entities	10
14.	Non-Discrimination	10
15.	Records and Documents	10
16.	Confidentiality	10
17.	Administration/Contract Liaison	11
18.	Notices	11
19.	Force Majeure	11
20.	EDD Reporting Requirements	11
21.	Hold Harmless/Indemnification	12
22.	Insurance	13
23.	General	15
Exhil	bit A-Scope of Service from RFP PRARC-063	18
Exhil	bit B-Scope of Service to be Performed	19
Exhil	bit C- Budget	21
Attac	chment I – Service Area Districts	22

This Agreement, made and entered into this <u>6th</u> day of <u>February</u>, 2018, by and between The Carolyn E. Wylie Center for Children, Youth & Families, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services from RFP PRARC-063, and Exhibit B, Scope of Service to be Performed, at the prices stated in Exhibit C, Budget, attached hereto and incorporated herein by reference.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit C. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through February 5, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties 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.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit C, Budget. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$99,705 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- 3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Probation Department

P.O. Box 833

Riverside, CA 92502-0833

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PRARC-95261-004-06/18 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- 3.4 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.

4. Alteration or Changes to the Agreement

- 4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. <u>Termination</u>

- **5.1**. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- 5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - 5.3 After receipt of the notice of termination, CONTRACTOR shall:
 - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- 5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

- 5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- 5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. <u>Conduct of Contractor</u>

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. <u>Inspection of Service; Quality Control/Assurance</u>

- 8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.
- **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. <u>Independent Contractor/Employment Eligibility</u>

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

- 11.1 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 Purchasing Department'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 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 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.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

RFP# PRARC-063 BOS Agenda/Date Form #116-310 – Dated: 2/01/2016

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. <u>Use By Other Political Entities</u>

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. <u>Confidentiality</u>

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

CONTRACTOR

Probation Department

The Carolyn E. Wylie Center

3960 Orange Street, Ste. 600

for Children, Youth & Families

Riverside, CA 92501

4164 Brockton Ave.

Riverside, CA 92501

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. <u>Hold Harmless/Indemnification</u>

- 21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

- 21.3 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.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 Insureds.

D. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this 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 coverage's 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 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

- 23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

subdivision of the State of Callifornia

By:

Chuck Washington, Chairman

Board of Supervisors

Dated:

FEB 0 6 2018

ATTEST:

Kecia Harper-Ihem Clerk of the Board

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By:

Thomas Oh, **Deputy County Counsel**

Dated: 1/24/18

The Carolyn E. Wylie Center for Children, Youth & Families, a California nonprofit corporation

Melody Amaral

C.E.O.

Dated: /-23-20/8

EXHIBIT A

SCOPE OF SERVICE FROM RFP PRARC-063

1. The Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs anticipated to reduce crime and delinquency among at-risk youth.

In FY 2012-2013, \$107.1 million in JJCPA funding supported 149 programs in 56 participating counties. Programs that resulted in lower crime rates amount juveniles include intensive family interventions, after-school programs for at-risk teens, gang and truancy prevention, job training and diversion programs. State law compels that counties provide programs that have been demonstrated to be effective in reducing delinquency.

- 2. Eligible providers must either be a nongovernmental entity or a coalition of nongovernmental entities that deliver services to youth who have been released from a juvenile detention facility or who are under the supervision of the County of Riverside Probation Department, or any other youth at risk of becoming involved in juvenile delinquency. Eligible providers must have a demonstrated history for the immediate five years prior to an application for funding of providing services known to reduce crime and recidivism to the identified population of adults and/or juveniles. The services include but are not limited to:
 - a. Self-help groups
 - b. Individual or group assistance with basic life skills
 - c. Mentoring programs
 - d. Academic and educational services including those which enable a recipient to earn a high school diploma
 - e. Job training skills and employment (including entrepreneurship and apprentice opportunities)
 - f. Truancy prevention programs
 - g. Literacy programs
 - h. Capital expenditures in support of program delivery
 - i. Partnerships that provide youth with wrap around services including but not limited to aftercare following treatment, cognitive behavioral training, job coaching, sports programs and transportation
 - j. Any service that reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council including:
 - k. Individual or group assistance with referrals for any of the following
 - 1. Mental and physical health assessments
 - 2. Counseling services
 - 3. Education and vocational programs
 - 4. Employment opportunities
 - 5. Alcohol and drug treatment
 - 6. Health, wellness, fitness and nutrition programs and services
 - 7. Personal finance and consumer skills programs and services
 - 8. Personal growth and development programs to reduce recidivism

EXHIBIT B

SCOPE OF SERVICE TO BE PERFORMED

- 1. The Carolyn E. Wylie Center for Children, Youth & Families (CONTRACTOR) shall provide the following services as proposed in response to RFP# PRARC-063. The services shall be provided within the County of Riverside. (See Attachment 1, Service Area Districts)
- 2. The CONTRACTOR shall provide the services to include the following, but are not limited to:
 - a) Self Help Groups: Capable Girls an on-going program that teaches girls that are socially awkward, 11 17 years old, social skills to improve their ability to develop friendships, deter being a victim of bullying or being exploited due to their social deficits. The curriculum shall include texting etiquette, how to dance, and interpersonal relationships, dressing for their body type, field trips to the mall, bowling and other social situations. Class shall be taught by Bachelor of Arts (BA) level staff. Girls do not need a diagnosis to attend although many have features of Asperger's Syndrome.
 - b) Basic Life Skills: N/A
 - c) Mentoring Program: Project L.E.A.D Linking Education, Advocacy and Development. The CONTRACTOR shall provide college youth as mentors to provide mentoring and tutoring through activities such as therapeutic recreation, crafts, art, and music activities, computers and academic course work.
 - d) Academic and Educational Services: Student Assistance Program and Prime Time and Half Time After-School Program Outreach counselors are assigned to five (5) middle schools, two (2) alternative education schools, four (4) high schools, and twelve (12) elementary schools. Counselors provide academic and educational services to at-risk students which enable them to overcome behavioral and academic problems. The problems include suicide prevention, substance abuse, violence, conflict resolution, and anger management, etc. These services are provided from referral by school personnel or self-referral if the student feels that they need help. This service is provided on school sites.
 - e) Job Training and Employment: Project L.E.A.D. Linking Education, Advocacy and Development. This program trains mentors/tutors to assist middle school students enrolled in after-school programs at various schools within Riverside County.
 - f) Truancy Prevention: The Youth Accountability Team Program CONTRACTOR's Outreach counselors shall work closely with Riverside County Probation officers and the Riverside County Sheriff's Department on school campuses throughout the community. The counselors shall interact with students who are on probation. This program is designed to help juveniles get off probation and stay out of juvenile court. The program shall include increased supervision in school, monthly random home visits and searches, random drug-testing (school/home), weekly academic progress reports, monthly school program review, parent intervention strategies and resources. CONTRACTOR shall provide prevention and intervention services including;

resource and referral information, consultation with school personnel regarding academics, social or environmental needs of the student, suicide prevention, and conflict resolution.

The Recidivism Reduction Program is designed to help any at risk youth/student to improve academics, get off probation and stay out of juvenile court. The program includes individual/group sessions, bi-weekly academic progress reports, monthly school program review, parent intervention strategies and resources and social or environmental needs of the youth. Counseling sessions shall address but not be limited to suicide prevention, substance abuse, violence, conflict resolution, and anger management etc. Outreach counselors provide services to at risk youth who are on probation, expelled, suspended and or risk being expelled from school. CONTRACTOR shall increase capacity for section 2(d) above providing student assistance programs and the COUNTY recidivism reduction program services within the Riverside County western and mid-county area.

- g) Literacy Program: N/A
- h) Capital Expenditures: N/A
- CONTRACTOR currently does not provide wrap around services or partnerships with other organizations that provide youth with wrap around services including but not limited to aftercare following treatment, cognitive behavioral training, job coaching, sports programs, and transportation.
- j) Seeking Safety Program: Services provided to Mid County Only Individual and groups and services for transition age youth (ages 16 25 years old). These services will be provided in order to reduce the harmful effects of trauma and co-occurring substance abuse issues on transitional aged youth. Also serve adults ages (26 50 years old) that are diagnosed with Post-Traumatic Stress Disorder (PTSD) or have a history of trauma and have a history with substance abuse/dependency.
- k) Individual or group assistance with referrals:
 - 1. Mental Health: shall be provided by the Wylie Center Mental Health Clinic serving children, adolescents and families. Wylie Center accepts CARES, ACT and IEHP and grant funding.
 - 2. Counseling Services: provided by Wylie Center Student Assistance Program and Mental Health Clinic
 - 3. Educational and vocations programs: Triple P (Parenting Program)
 - 4. Employment Opportunities: N/A
 - 5. Alcohol and drug treatment: Student Assistance Program and Mental Health Substance Abuse Prevention Clinic
 - 6. Health, wellness, fitness and nutrition: None
 - 7. Personal finance and consumer skills: None

EXHIBIT C

BUDGET

1. Cost Proposal: CONTRACTOR is receiving \$99,705 from JJCPA funding for provision of services.

Description	Amount 10	Percentage of Grand Total
Salaries Subtotal	\$64,251	64 %
Benefits Subtotal	\$18,835	19%
Program/Operational Total	\$9,141	9%
Administrative/Overhead Cost Total	\$7,478	8%
Grand Total	\$99,705	100%

ATTACHMENT I

SERVICE AREA DISTRICTS

District 1

The First District includes about 450,000 residents and encompasses the cities of Wildomar, Lake Elsinore, Canyon Lake and most of the City of Riverside. The district also covers the unincorporated communities of Gavilan Hills, Good Hope, Lake Hills, Lake Mathews, Mead Valley, Meadowbrook, Temescal Valley, Woodcrest, Tenaja, DeLuz, LaCresta, Warm Springs, Lakeland Village, and Spring Hills.

District 2

The Second District includes cities of Corona, Eastvale, Jurupa Valley, Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, and Casa Blanca. Unincorporated communities within the 2nd Supervisorial District include Highgrove, El Cerrito, and Coronita.

District 3

The Third District includes the cities of Hemet, Murrieta, San Jacinto, and Temecula. The district also includes the unincorporated communities of Aguanga, Anza, Cottonwood Canyon, French Valley, Gilman Hot Springs, Green Acres, Homeland, Idyllwild, Lake Riverside, Mountain Center, Murrieta Hot Springs, Pine Cove, Pinyon Pines, Poppet Flats, Rancho California, Soboba Hot Springs, Twin Pines, Valle Vista, and Winchester.

District 4

The Fourth District includes the cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. Major unincorporated areas and communities in this district include Bermuda Dunes, Chiriaco Summit, Colorado River Communities, Desert Center, Lake Tamarisk, Eagle Mountain, Desert Edge, Indio Hills, Mecca, Mesa Verde, North Shore, Oasis, Ripley, Sky Valley, Thermal, Thousand Palms, and Vista Santa Rosa.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, and Desert Hot Springs. Unincorporated areas include Banning Bench, Cabazon, Cherry Valley, Desert Hills, Desert Hot Springs, El Nido area, Juniper Flats, Lake Perris, Lakeview, Lakeview Mountains, Mission Lakes, Mission Springs, Morongo Badlands, Nuevo, North Palm Springs, Painted Hills, Quail Lake, Reche Canyon, San Jacinto Wildlife Reserve, San Timoteo Canyon, Snow Creek, The Sovereign Nation of the Morongo Band of Mission Indians, Twin Pines, West Garnet, Whitewater and Windy Point.

RFP# PRARC-063 BOS Agenda/Date Form #116-310 – Dated: 2/01/2016

SERVICE AGREEMENT

for

JJCPA FUNDED PROGRAM SERVICES

between

COUNTY OF RIVERSIDE

and

Studentnest Foundation



TABLE OF CONTENTS

	TION HEADING	PAGE NUMBER
1.	Description of Services	3
2.	Period of Performance	3
3.	Compensation	3
4.	Alteration or Changes to the Agreement	5
5.	Termination	5
6.	Ownership/Use of Contract Materials and Products	6
7.	Conduct of Contractor	6
8.	Inspection of Service: Quality Control/Assurance	7
9.	Independent Contractor/Employment Eligibility	7
10.	Subcontract for Work or Services	9
11.	Disputes	9
12.	Licensing and Permits	9
13.	Use by Other Political Entities	
14.	Non-Discrimination	
15.	Records and Documents	
16.	Confidentiality	
17.	Administration/Contract Liaison	11
18.	Notices	11
19.	Force Majeure	11
20.	EDD Reporting Requirements	11
21.	Hold Harmless/Indemnification	12
22.	Insurance	13
23.	General	15
Exhib Exhib	oit A-Scope of Service from RFP PRARC-063	
Exhib	pit C- Budget	
Attacl	hment I –Service Area Districts	27

This Agreement, made and entered into this <u>6th</u> day of <u>February</u>, 2018, by and between Studentnest Foundation, a California non-profit corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, from RFP PRARC-063, and Exhibit B, Scope of Service to be Performed, at the prices stated in Exhibit C Budget, attached hereto and incorporated herein by reference.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit C. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through February 5, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties 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.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit C, Budget. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$98,000.00 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- 3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Probation Department

P.O. Box 833

Riverside, CA 92502-0833

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PRARC-95261-005-06/18 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- 3.4 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.

4. <u>Alteration or Changes to the Agreement</u>

- 4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. <u>Termination</u>

- **5.1**. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- 5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - 5.3 After receipt of the notice of termination, CONTRACTOR shall:
 - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- 5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

- 5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- 5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

6.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. <u>Conduct of Contractor</u>

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. <u>Inspection of Service; Quality Control/Assurance</u>

- 8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.
- **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. <u>Independent Contractor/Employment Eligibility</u>

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

10.1 No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

- 11.1 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 Purchasing Department'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 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 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.

12. Licensing and Permits

12.1 CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

13.1 The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

14.1 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

15.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

17.1 The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

18.1 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

CONTRACTOR

Probation Department

Studentnest Foundation

3960 Orange Street, Ste. 600

411 N. Central Ave. Suite #310

Riverside, CA 92501

Glendale, CA 91203

19. Force Majeure

19.1 If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

20.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

- 21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

- 21.3 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.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 Insureds.

D. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this 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 coverage's 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 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

- 23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California_

By:

Chuck Washington, Chairman Board of Supervisors

Dated:

FEB 0 6 2018

ATTEST:

Kecia Harper-Ihem Clerk of the Board

By: //]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By:

Thomas Oh,

Deputy County Counsel

STUDENTNEST FOUNDATION,

a California non-profit corporation

By:

Sunpreet Narang

Director of Education

Dated: 123

EXHIBIT A

SCOPE OF SERVICE FROM RFP PRARC-063

1. The Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs anticipated to reduce crime and delinquency among at-risk youth.

In FY 2012-2013, \$107.1 million in JJCPA funding supported 149 programs in 56 participating counties. Programs that resulted in lower crime rates amount juveniles include intensive family interventions, after-school programs for at-risk teens, gang and truancy prevention, job training and diversion programs. State law compels that counties provide programs that have been demonstrated to be effective in reducing delinquency.

- 2. Eligible providers must either be a nongovernmental entity or a coalition of nongovernmental entities that deliver services to youth who have been released from a juvenile detention facility or who are under the supervision of the County of Riverside Probation Department, or any other youth at risk of becoming involved in juvenile delinquency. Eligible providers must have a demonstrated history for the immediate five years prior to an application for funding of providing services known to reduce crime and recidivism to the identified population of adults and/or juveniles. The services include but are not limited to:
 - a. Self-help groups
 - b. Individual or group assistance with basic life skills
 - c. Mentoring programs
 - d. Academic and educational services including those which enable a recipient to earn a high school diploma
 - e. Job training skills and employment (including entrepreneurship and apprentice opportunities)
 - f. Truancy prevention programs
 - g. Literacy programs
 - h. Capital expenditures in support of program delivery
 - i. Partnerships that provide youth with wrap around services including but not limited to aftercare following treatment, cognitive behavioral training, job coaching, sports programs and transportation
 - j. Any service that reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council including:
 - k. Individual or group assistance with referrals for any of the following
 - 1. Mental and physical health assessments
 - 2. Counseling services
 - 3. Education and vocational programs
 - 4. Employment opportunities
 - 5. Alcohol and drug treatment
 - 6. Health, wellness, fitness and nutrition programs and services
 - 7. Personal finance and consumer skills programs and services
 - 8. Personal growth and development programs to reduce recidivism

EXHIBIT B

SCOPE OF SERVICE TO BE PERFORMED

- 1. The Studentnest Foundation (CONTRACTOR) shall provide the following services as proposed in response to RFP# PRARC-063. The services shall be provided within the County of Riverside. (See Attachment I, Service Area Districts, attached hereto)
- 2. The CONTRACTOR shall provide the services to include the following, but are not limited to:
 - a) Self Help Groups: CONTRACTOR recognizes the importance of self-help groups in providing mutual support for each other. Parents and adult figures are important guidepost for at-risk youth and play a critical role in their healthy development. The parents of the at-risk service population will need peer support and help. The self-help groups provide a forum where parents can share similar experiences, challenges, concerns, mistakes and achievements. CONTRACTOR shall work with the traditional adult self-help groups for parents: Alcoholics Anonymous (AA), Emotions Anonymous (EA), Marijuana Anonymous, GROW, and Narconn. Shall facilitate and initiate self-help groups for parents. Establishing a "Parent to Parent" support group for the parents of referred at-risk youth. This support group will allow for parents to learn from each other and to build a support network that can extend beyond the service period. In addition, the Parent to Parent Network will provide the following services and benefits:
 - 1. Serve as a resource for participating parents
 - 2. Provide mentoring support for participating parents
 - 3. Provide parent training for participants parents
 - 4. Parents will be given the opportunity to share the informational resources, if they have any.
 - 5. Plan social bonding activities for parents and youth.
 - 6. The parent training will focus on strategies and interventions that increase protective factors while reducing risk factors including but not limited to the following:
 - i. Monitor their child's whereabouts
 - ii. Increase their contact with their child's peers and the parents of his/her peers
 - iii. Facilitate their child's participation in prosocial activities
 - iv. Implement developmentally appropriate discipline, limits, and consequences as well as rewards

- v. Become experts in interest, strengths, and talents of their children
- vi. Serve as adult supervisors, on occasion of their youth's peer activities
- vii. Monitor daily school activities, including homework and increase contact with school teachers and officials
- viii. Increase family bonding activities
- b) <u>Life Skills Training:</u> Life skill training is essential for at-risk youth. It provides them with the skills set they need in order to reduce the risk factors which often place them at risk for engaging in delinquent behavior and activities. CONTRACTOR shall offer life skill training for referred youth. Life skill training will be guided by a comprehensive theoretical framework that addresses multiple risk and protective factors, provide developmentally appropriate information relevant to the target age group and the important life transitions they face (e.g., middle to high school transition, childhood to adolescence) includes comprehensive personal and social skills training to build resilience to help participating youth navigate developmental tasks, and uses interactive teaching methods (e.g. facilitated discussion, structure small group activities, role-playing scenarios) to stimulate participation and promote the acquisition of skills.

Life skills learning objectives shall include but shall not be limited to:

- 1. Teach youths how to control their angry impulses;
- 2. Take perspectives other than their own;
- 3. Increase knowledge of the adverse consequences of substance use;
- 4. Promote anti-drug attitudes and norms;
- 5. Teach personal self-management skills;
- Teach general social skills;
- 7. Teach skills for resisting social influences to smoke, drink, use illicit drugs, and engage in aggressive or violence-related behaviors by providing aggression replacement training;
- 8. Understand and know how to address the developmental task of adolescence using emotional intelligence.

Mirroring the evidence-based life skills training, CONTRACTOR shall employ the following components: cognitive component, self-improvement component, a decision-making component, a coping with anxiety component, and a social skills training component. The social skills training component shall include, but not be limited to the following:

- 1. The Drug Resistance Skills component will teach youth to recognize and challenge common misconceptions about tobacco, alcohol, and other drug use. Using coaching and practice youth will learn information and practical drug resistance skills for dealing with peer pressure to engage in alcohol, tobacco, and other drug use, and other risk behaviors such as violence and delinquency.
- 2. The Personal Self-Management Skills components will teach youth to examine their selfimage and its effects on behavior; set goals and keep track of personal progress; identify everyday decisions and how they may be influenced by others; analyze problem situations and consider the consequences of each alternative solution before making decisions; reduce stress and anxiety; and look at personal challenges in a positive light.
- 3. The Social Skills components will teach youth the necessary skills to overcome, to communicate effectively and avoid misunderstandings, handle social requests, utilize both verbal and nonverbal assertiveness skills to make or refuse requests, and recognize that they have choices other than aggression or passivity when faced with tough situations. Utilizing developmentally appropriate and collaborative learning strategies taught through lecture, discussion, video, coaching, and practice to enhance youth's selfesteem, self-confidence, ability to make decisions and ability to resist peer and media pressure.
- c) Mentoring: Well aware of the importance of providing prosocial adult mentors for at-risk youth. The CONTRACTOR'S mentoring program will meet the diversity and cultural and linguistic standards of the COUNTY and will incorporate elements of mentoring programs that have proven effective in diverting at-risk from the delinquency system.

1. Mentoring Goals:

- i. Reduce juvenile delinquency and gang participation by at-risk youth.
- ii. Improve academic performance of at-risk youth.
- iii. Reduce the dropout rate for at-risk youth through the establishment of one-to-one mentoring.

2. Mentoring Objectives:

- i. Provide general guidance and support to at-risk youth.
- ii. Promote personal and social responsibility among at-risk youth.
- iii. Increase participation of at-risk youth in elementary and secondary education and enhance their ability to benefit from this schooling.
- iv. Discourage use of illegal drugs and firearms, involvement in violence, and other delinquent activity by at-risk youth.
- v. Discourage involvement of at-risk youth in gangs.

- vi. Encourage participation in service and community activities by at-risk youth.
- 3. Program Strategy/Design:

CONTRACTOR shall recruit mentors from various sectors of the Riverside community, including faith-based organizations, fraternities and sororities, professional organizations, school teachers, and athletic coaches. The mentoring will not take place in isolation of the other services and case plan goals. Instead mentors will be part of CONTRACTOR'S intervention team and will engage the youth in developmentally appropriate social and educational activities. Mentoring services shall not be restricted to just a one-on-one mentoring approach. Based on the assessment and the needs of the youth, CONTRACTOR will also employ group mentoring which has shown to be effective with youth who are chronically truant and at-risk of dropping out of school. Additionally, and if permitted by the COUNTY, CONTRACTOR will conduct Big Brother and Big Sister Workshops; Crime Stopper Workshops, Law Enforcement Workshops and Career Counseling Workshops. All mentors shall be 21-years or older and will have to pass a criminal background. Additionally, the mentors will be required to submit three letters of references. Each candidate will be interviewed as part of the selection process.

- d) Academic and educational services: N/A
- e) Job Training and Employment Skill: N/A
- f) <u>Truancy Prevention:</u> Studentnest Foundation has experience in truancy prevention. And has recently participated in San Bernardino attendance recovery. The truancy prevention program is grounded in the Office of Juvenile Justice Delinquency Prevention (OJJDP) promising research and practice on truancy prevention and through experience gained working with San Bernardino.

CONTRACTOR shall collaborate with the District Attorney's Office, school districts, School Attendance Review Boards and other stakeholders in implementing the OJJDP promising practice model. Mirroring this promising practice template and research, the objectives of this truancy prevention initiative are:

- 1. Identify gaps in providing a full range of education and social services, including health, mental health, and family support services.
- 2. Develop, initiate, or expand needed services, especially prevention and early intervention programs such as home visitation and follow up visits.
- 3. Improve the delivery and expansion of services to underserved areas of the county through the use of new technologies and trained practitioners.
- 4. Identify ways, when feasible, that current services and resources available through the school system, social service agencies, community-based organizations, the faith community, and youth-serving organizations can be redeployed and other resources leveraged to support truant children, adolescents, and their families or guardians.

5. Identify and make use of the school system, youth-serving organizations, and informal networks such as extended families in the assessment and delivery of education, social services, and family services for truant children and adolescents and their families or guardians.

Given the multiple factors that are at the root of truancy, this prevention and intervention initiative will integrate both school and community resources to best address these factors. Consistent with OJJPD truancy programs that show the most promise in reducing truancy key elements of approach will include:

- 1. Parental involvement
- 2. Meaningful sanctions or consequences for truancy
- 3. Meaningful incentives for attendance
- 4. Ongoing school-based truancy-reduction programs
- 5. Involvement of community resources
- 6. Mentoring programs
- 7. Law enforcement participation
- 8. Truancy awareness campaigns (with the school and community)
- 9. Other strategies, such as improving parent-teacher communication and drawing on community resources
- g) Literacy Program: N/A
- h) <u>Capital Expenditures:</u> In support of service delivery, CONTRACTOR will invest in computers (including tablets), software, office equipment, and furniture and fixtures.
- i) Partnerships: CONTRACTOR shall initiate ongoing partnerships with a network of community-based organizations (CBO) and faith-based organizations (FBO) as well as public agencies in effort to maximize and leverage services to the targeted population. The process has begun to contact and build a registry of network services providers who can and will provide wraparound and stand-alone services to youth and their families. Given the finite resources- both private and public- in the County of Riverside, CONTRACTOR shall work with partners to leverage services so that a maximum number of youth and families can benefit from the offered services, and shall establish monthly meetings with partners in order to review, prioritize and triage referrals. Where possible, CONTRACTOR will collaborate with wraparound agencies in Riverside County to provide services for youth whose risk and needs dictate such a high level of service. CONTRACTOR shall also provide wraparound-like services by utilizing registry of

network CBO and FBO providers. This approach will better serve referrals while being efficient in the utilization of the public and private resources. CONTRACTOR's outreach list of agencies and organizations to form partnerships are:

- 1. Riverside Public Health Nursing Wraparound
- 2. Uplift Family Services (Wraparound agency)
- 3. Big Brothers Big Sisters of Riverside (Mentoring Organization)
- 4. Crime Stoppers (Crime Prevention)
- 5. Coalition of Registered Nurses 4 Healthy Communities (Health Organization)
- 6. Riverside County Swift Performance Track & Field Team
- 7. Bright Angles at Heart (At-Risk Program for Youth)
- 8. California Congress of Parents, Teachers, and Participating Youth
- 9. Family Service Association (Health & Human Service Organization)
- 10. Bill's Special Kids (Network of Care for youth with disabilities)
- 11. Communities 4 Children (Mentoring Organization)

Studentnest Foundation shall work closely with governmental organizations such as Riverside County Probation, Sheriff, Children and Family Services, and Public Social Service. Experience has shown that at-risk youth are involved in multiple systems.

- j)/k) CONTRACTOR shall use a risk factor and protective factor approach to preventing and reducing juvenile crime and reducing the probability that at-risk youth targeted will become involved in juvenile delinquency. The research literature on preventing delinquency is clear and straightforward: "Effective prevention focuses on reducing risk factors and strengthening protective factors". More specifically, CONTRACTOR's risk factor and protective factor approach will provide programs and services that have been proven to reduce delinquency and delinquent behavior. Risk factors and protective factor approach draws from the use of evidence-based programs which align with the direction of many of Riverside County Probation Department: approaches and will provide programs and services that have been proven to reduce delinquency and delinquent behavior.
 - Communities That Care (CTC) A prevention system, grounded in science that gives
 communities the tools to address their adolescent behavior problems through a focus on
 empirically identified risk and protection factors. CONTRACTOR shall engage
 community stakeholders in a process for establishing a shared community vision, around
 schools with the tools for assessing levels of risk and protection in communities, and

- processes for prioritizing risk and protective factors and setting specific, measurable, community goals.
- 2. Family Centered Intervention CONTRACTOR shall be employing a family-focused intervention approach to youth referred to their program. This intervention will be a manualized family-based treatment and substance abuse prevention focus program for adolescents with drug and behavior problems and delinquency. There will be two intermediate intervention goals for every family: helping the at-risk adolescent achieve an interdependent, developmentally appropriate attachment bond to parents and family, and helping the adolescent build strong connections and achieve success in critical systems outside of the family, including school, vocational training, prosocial peer groups, recreational pursuits, and other positive outlets such as spiritual supports.
- 3. Relapse Prevention Plan Every youth in Studentnest Foundation's program, with the involvement of his or her parents will have a relapse prevention plan. The plan will be a behavioral self-control plan designed to teach program youth who are trying to maintain changes in their behavior how to anticipate and cope with the problem of relapse. The relapse plan will identify triggers which start the onset of problem behaviors as well as situations and persons whom the youth should avoid.
- 4. Learning Math Through Music A new intervention curriculum to help at-risk youth/probationers become more interested in Science, Technology, Engineering and Math (STEM). This class integrates STEM concepts with digital music composition. Youth will learn how to create music that they are interested in, while at the same time be confronted with Math and English concepts that they must know in order to compose. The intent of Digital Music Composition is to motivate participating youth to want to learn and understand Math, English, and Technology so they can create their own music and at the same time, they will prove to themselves that STEM matters in all avenues of work, including music. The goal/objective to prove to participating youth that music artists they admire create with the same STEM knowledge that they are currently working in, then show them that these fundamental educational goals in STEM is important in all careers.

EXHIBIT C

BUDGET

1. Cost Proposal: CONTRACTOR is receiving \$98,000 from JJCPA funding for provision of services.

Description	Amount	Percentage of Grand Total
Salaries Subtotal	\$64,600	65 %
Benefits Subtotal	\$0.00	0%
Program/Operational Total	\$28,600	30%
Administrative/Overhead Cost Total	\$4,800	5%
Grand Total	\$98,000	100%

ATTACHMENT I

SERVICE AREA DISTRICTS

District 1

The First District includes about 450,000 residents and encompasses the cities of Wildomar, Lake Elsinore, Canyon Lake and most of the City of Riverside. The district also covers the unincorporated communities of Gavilan Hills, Good Hope, Lake Hills, Lake Mathews, Mead Valley, Meadowbrook, Temescal Valley, Woodcrest, Tenaja, DeLuz, LaCresta, Warm Springs, Lakeland Village, and Spring Hills.

District 2

The Second District includes cities of Corona, Eastvale, Jurupa Valley, Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, and Casa Blanca. Unincorporated communities within the 2nd Supervisorial District include Highgrove, El Cerrito, and Coronita.

District 3

The Third District includes the cities of Hemet, Murrieta, San Jacinto, and Temecula. The district also includes the unincorporated communities of Aguanga, Anza, Cottonwood Canyon, French Valley, Gilman Hot Springs, Green Acres, Homeland, Idyllwild, Lake Riverside, Mountain Center, Murrieta Hot Springs, Pine Cove, Pinyon Pines, Poppet Flats, Rancho California, Soboba Hot Springs, Twin Pines, Valle Vista, and Winchester.

District 4

The Fourth District includes the cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. Major unincorporated areas and communities in this district include Bermuda Dunes, Chiriaco Summit, Colorado River Communities, Desert Center, Lake Tamarisk, Eagle Mountain, Desert Edge, Indio Hills, Mecca, Mesa Verde, North Shore, Oasis, Ripley, Sky Valley, Thermal, Thousand Palms, and Vista Santa Rosa.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, and Desert Hot Springs. Unincorporated areas include Banning Bench, Cabazon, Cherry Valley, Desert Hills, Desert Hot Springs, El Nido area, Juniper Flats, Lake Perris, Lakeview, Lakeview Mountains, Mission Lakes, Mission Springs, Morongo Badlands, Nuevo, North Palm Springs, Painted Hills, Quail Lake, Reche Canyon, San Jacinto Wildlife Reserve, San Timoteo Canyon, Snow Creek, The Sovereign Nation of the Morongo Band of Mission Indians, Twin Pines, West Garnet, Whitewater and Windy Point.