

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



**ITEM: 3.26  
(ID # 15657)**

**MEETING DATE:**  
Tuesday, July 20, 2021

**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Ratify and Approve Amendment No. 2 to the Second Amended and Restated Agreement (#CS-03366-06) with Oak Grove Institute Foundation, Inc., dba Oak Grove Center for Education, Treatment & The Arts, for Emancipation and Independent Living Program Services, through June 30, 2022. [District: All]; [Total Cost \$1,352,516 and up to \$260,837, in additional compensation]; [38.7% Federal Funding; 22.3% State Funding; 6.8% County Funding; 32.2% Realignment Funding]

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

1. Ratify and Approve Amendment No. 02 to the Second Amended and Restated Agreement with Oak Grove Institute Foundation, Inc., dba Oak Grove Center for Education, Treatment & The Arts, #CS-03366-06, for Emancipation and Independent Living Program Services to extend the term through June 30, 2022, and increase the contract amount by \$1,352,516 from \$5,201,217 to \$6,553,733; and authorize the Chair of the Board to sign the Amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed 20% of the total annual cost of the Agreement.

**ACTION:Policy**


  
Sayari Baldwin, DPSS Director 7/14/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** July 20, 2021  
**xc:** DPSS

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$48,330	\$1,304,186	\$1,352,516	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal Funding: 38.7%, State Funding: 22.3%, County Funding:6.8% and Realignment Funding: 32.2%.			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21 – 22/22</b>	

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

**BACKGROUND:**

**Summary**

DPSS executed a five-year agreement with Oak Grove Institute Foundation, Inc., dba Oak Grove Center for Education, Treatment & The Arts, on November 1, 2016 through June 30, 2021, via a Request for Proposal (RFP) # DPARC-481 for Emancipation and Independent Living Program Services (ILP). The ILP provides training and services to assist current and former foster youth achieve self-sufficiency and independence prior to, and after leaving the foster care system.

In February 2020, the County of Riverside received a Housing Navigators Program (HNP) allocation of \$223,940 from the California Department of Housing and Community Development (HCD) to fund a Housing Navigator position and associated services. The Board of Supervisors accepted the HNP funding on behalf of the Department of Public Social Services (DPSS) on May 12, 2020 (Resolution No. 2020-085, Item # 3.5). An additional HNP allocation of \$19,266 was issued to Riverside County on March 9, 2021 and accepted by the Board of Supervisors on May 11, 2021 (Resolution No. 2021-071, Item # 3.20).

The Oak Grove Institute Foundation, Inc., agreement #CS-03366 is being amended to add the Housing Navigator position to the ILP program services and extend the contract term by one year through FY 21/22. The Housing Navigator will assist youth between the ages of 18-21 to overcome the barriers to securing and maintaining housing. Priority is given to young adults exiting the foster care system. The funding will also assist with case management and preventative measures in locating and securing permanent housing.

**Impact on Residents and Businesses**

Housing Navigators assist with mitigating the lengthy process of securing housing. They work in a coordinated effort with other services to provide instruction on how to maintain housing to decrease homelessness for young adults primarily those exiting the Foster Care system.

**Additional Fiscal Information**

100% of the Housing Navigator Program funding comes from State funds.

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

**Contract History and Price Reasonableness**

The Agreement with Oak Grove Institute Foundation, Inc., dba Oak Grove Center for Education, Treatment & The Arts, CS-003366, was approved on November 1, 2016, Agenda Item 3-17 (RFP #DPARC-481); the Amendment No. 1 was executed March 29, 2017; Amendment No. 2 was executed May 4, 2018; the First Amended and Restated Agreement was executed on March 25, 2019; the Second Amended and Restated Agreement was executed on June 27, 2019; Amendment No. 1 to the Second Amended and Restated Agreement was executed on February 18, 2021; and it is expected that the services will undergo the Request For Proposal process in FY 21/22.

**ATTACHMENTS:**

**Attachment A:** CS-03366-06, Oak Grove Institute Foundation, Inc. dba Oak Grove Center for Education, Treatment & The Arts (3 copies)

**RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AMENDMENT NO. 2 TO THE  
SECOND AMENDED AND RESTATED AGREEMENT  
OAK GROVE INSTITUTE FOUNDATION, INC.  
dba OAK GROVE CENTER FOR EDUCATION, TREATMENT AND THE ARTS  
EMANCIPATION AND INDEPENDENT LIVING PROGRAM SERVICES**

**AGREEMENT:** CS-03366-06

**EFFECTIVE PERIOD:** November 1, 2016 - June 30, 2022

**EFFECTIVE DATE:** July 1, 2020

**ANNUAL MAXIMUM REIMBURSABLE AMOUNT:** FY 16/17 – \$763,977.00  
FY 17/18 – 19/20 \$1,109,310.00  
FY 20/21 – \$1,157,640.00  
FY 21/22 – \$1,304,186.00

**MAXIMUM AGREEGATE REIMBURSABLE AMOUNT:** \$6,553,733.00

Amendment No. 2 to the Second Amended and Restated Agreement to CS-03366, (hereinafter referred to as the “Agreement”), effective upon signature of both parties, is made and entered into by, and between, Oak Grove Institute Foundation, Inc., a California nonprofit corporation doing business as Oak Grove Center for Education, Treatment & The Arts, (herein referred to as “Contractor”), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as “County” and/or “DPSS”).

**WHEREAS**, County and Contractor entered into that certain Agreement CS-003366 approved November 1, 2016, Agenda Item 3-17(“Original Agreement”); and

**WHEREAS**, County and Contractor previously entered into that certain First Amendment, CS-03366-01, executed March 29, 2017; and that certain Second Amendment, CS-03366-02, executed May 4, 2018, and that certain First Amended and Restated Agreement, CS-03366-03, executed on March 25, 2019, and that certain Second Amended and Restated Agreement to CS-03366-04, executed on June 27, 2019; and that certain First Amendment to the Second Amended and Restated Agreement to CS-03366-05 was executed on February 18, 2021, for Emancipation and Independent Living Program Services; and,

**NOW, THEREFORE**, County and Contractor agree to amend again the Second Amended and Restated Agreement with respect to the provisions as set forth below:

1. Amend Section V. CONTRACTOR RESPONSIBILITIES, Subsection A. SCOPE OF SERVICE, by adding “Subsection 31”, to read as follows:  
“31. Contractor shall develop and manage a Housing Navigator’s Position. The goal of this position is to prevent youth (ages 18-21) from becoming homeless by assisting them in locating and securing housing, with priority given to those adults who remain under the jurisdiction of the Riverside County Juvenile Court. Other services provided to young adults includes case management and emergency support to foster youth, linkages to resources, and efforts to improve coordination of services within the child welfare system and establish linkages to key resources across the community.”

2. Amend Section V. CONTRACTOR RESPONSIBILITIES, Subsection C. REPORTING, by adding "Subsection 5", to read as follows:  
 "Provide monthly HNP report to include the following information for State reporting purposes by the 20<sup>th</sup> of the month to PDRreports @rivco.org: Number of young adults served , Type of services provided, Number served that were in foster care system, and name of navigator/s."
3. Amend Section V. CONTRACTOR RESPONSIBILITIES, Subsection D. FISCAL, Subsection 1, "MAXIMUM REIMBURSABLE AMOUNT" by deleting it in its entirety and replacing with the following:  
 "Total payment under this Agreement shall not exceed in aggregate \$6,553,733.00."

Annually, payments shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
November1, 2016 through June 30, 2017	\$763,977.00
July 1, 2017 through June 30, 2018	\$1,109,310.00
July 1, 2018 through June 30, 2019	\$1,109,310.00
July 1, 2019 through June 30, 2020	\$1,109,310.00
July 1, 2020 through June 30, 2021	\$1,157,640.00
July 1, 2021 through June 30, 2022	\$1,304,186.00
Total	\$6,553,733.00

4. Amend Section V. CONTRACTOR RESPONSIBILITIES, Subsection D. FISCAL, Subsection 8, CAPITAL EQUIPMENT, by deleting "Subsection "b" in its entirety.
5. Amend Section V. CONTRACTOR RESPONSIBILITIES, Subsection E. ADMINISTRATIVE, Subsection 9, PERSONNEL, Subsection e, Subsection a, by adding "Subsection (4)", to read as follows:  
 "Housing Navigator: Bachelor's degree in Social work, Sociology, Education, or a related field; and one (1) to two (2) years of work experience in a related field; Possess a valid California Driver License; are trained in and has demonstrated understanding of young adult and child abuse issues; has experience managing housing and knowledge of federal, state, and local fair housing laws."
6. Amend Section V. CONTRACTOR RESPONSIBILITIES, Subsection E. ADMINISTRATIVE, by adding Subsection 20, "PERSONALLY IDENTIFIABLE INFORMATION", to read as:  
 "Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and Contractor may collect PII for such purposes, to the extent such activities are authorized by law.

Contractor may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are

allowable. Any other use or disclosure of requires the express approval in writing of the County. Contractor shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

Contractor agrees to the PII Privacy and Security Standards attached as Exhibit F. When applicable, Contractor shall incorporate the relevant provisions of Attachment III into each subcontract or sub-award to subcontractors.”

7. Amend SECTION VI. GENERAL, Subsection A. “PERIOD OF PERFORMANCE” first sentence is hereby deleted and replaced with the following:  
“This Agreement shall be effective November 1, 2016 to June 30, 2022, unless terminated earlier.”
8. Amend SECTION VI. GENERAL, Subsection B. NOTICES, “Contractor “Remit To” address”, to read as:  
Oak Grove Center for Education, Treatment & The Arts  
Chief Executive Officer  
24275 Jefferson Avenue  
Murrieta, CA 92362
9. Amend SECTION VI. GENERAL, Subsection G. MODIFICATION OF TERMS, is hereby deleted in its entirety and replaced with the following:
  1. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.
  2. Changes may be made to the line item budget provided that Contractor adequately documents the need for the change, ensures that required written approval is obtained prior to implementation of the requested change, and all of the following requirements are met:
    - a. The maximum reimbursable amount of this MOU does not change.
    - b. Maximum change cannot exceed 20% of original line item amount per fiscal year.
    - c. Contractor delivers a written request, via email to assigned DPSS CAU analyst, for any program/budget modification(s) and explains the changes(s), and specifically identifies the items(s) to be reduced or increased. DPSS will notify Contractor in writing, via email within three(3) weeks, when the changes(s) has been approved or denied. If denied, Contractor shall submit a revised request/invoice to County within seven (7) working days of email notification.
  3. County approves the request in writing, via email, prior to implementation. County reserves the right to deny or request for reimbursement changes in excess of any line item.
10. Amend SECTION VI. GENERAL, by adding Subsection K. “SIGNED IN COUNTERPARTS” as follows:  
“K. SIGNED IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.”
11. Amend SECTION VI. GENERAL, by adding Subsection L. “ELECTRONIC SIGNATURES” as follows:  
“L. ELECTRONIC SIGNATURES. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the- electronic signature(s) included herein are

intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code."

12. Amend Exhibit D – “Line Item Budget and Narrative” by deleting it in its entirety and replace with the following:

**Exhibit D - Line Item Budget  
Effective 6/25/2019 – June 30, 2019**

<b>DESCRIPTION</b>	<b>FY 16/17 8-Month Allocation with Incentives</b>	<b>FY 17/18 12-Month Allocation with Incentives</b>	<b>FY 18/19 12-Month Allocation with Incentives</b>
<b>SALARIES/BENEFITS COSTS</b>	<b>14.5 FTEs</b>	<b>14.5 FTEs</b>	<b>14.5 FTEs</b>
SALARIES	\$330,980.00	\$496,470.00	\$510,214.63
BENEFITS (20%)	\$66,196.00	\$99,294.00	\$100,894.00
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$397,176.00</b>	<b>\$595,764.00</b>	<b>\$611,108.63</b>
<b>OPERATING COSTS</b>			
Equipment	\$7,333.33	\$11,000.00	\$192.66
Fuel/Transportation (Student Tran., Staff Mileage/ 8 leased vehicles including maintenance & insurance)	\$63,451.33	\$95,177.00	\$105,984.34
Training & Conferences	\$5,333.33	\$8,000.00	\$8,000.00
Incentives for Students	\$83,333.33	\$125,000.00	\$125,000.00
Emergency Intervention	\$6,666.67	\$10,000.00	\$526.69
ILS Curriculum	\$4,000.00	\$6,000.00	\$1,728.80
Food	\$20,000.00	\$30,000.00	\$30,000.00
Insurance - Professional, General & Excess Liability	\$6,400.00	\$9,600.00	\$9,600.00
Speaker Fees	\$3,000.00	\$4,500.00	\$900.00
Office Expense	\$4,666.67	\$7,000.00	\$7,000.00
Telephone, Internet & Wi-Fi	\$3,333.33	\$5,000.00	\$7,000.00
Postage	\$366.67	\$550.00	\$550.00
Recruitment	\$1,000.00	\$1,500.00	\$1,500.00
<b>TOTAL OPERATING COSTS</b>	<b>\$208,884.67</b>	<b>\$313,327.00</b>	<b>\$297,982.49</b>
<b>ADMINISTRATIVE COSTS</b>			
Indirect Costs (10% of Total)	\$60,606.00	\$90,909.00	\$90,909.00
<b>TOTAL ADMINISTRATIVE COSTS</b>	<b>\$60,606.00</b>	<b>\$90,909.00</b>	<b>\$90,909.00</b>
<b>TOTAL SALARIES, BENEFITS, OPERATING &amp; ADMN. COSTS:</b>	<b>\$666,667.00</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>

Emancipated Youth Services (EYS) – After-Care Ed – Employment Fees	\$44,810.00	\$59,810.00	\$56,210.00
Graduation Incentives	\$20,000.00	\$30,000.00	\$33,600.00
CSEC Training (10 Seminars, \$3,250/Session)	\$32,500.00	\$19,500.00	\$19,500.00
<b>TOTAL BUDGET:</b>	<b>\$763,977.00</b>	<b>\$1,109,310</b>	<b>\$1,109,310.00</b>

**Exhibit D - Line Item Budget (cont.)  
Effective July 1, 2019 – June 30, 2022**

	<b>FY 19/20 12-Month Allocation with Incentives</b>	<b>FY 20/21 12-Month Allocation with Incentives</b>	<b>FY 21/22 12-Month Allocation with Incentives</b>
<b>SALARIES/BENEFITS COSTS</b>	<b>14.5 FTEs</b>	<b>16.25 FTEs</b>	<b>16.25 FTEs</b>
Salaries	\$510,818.00	\$561,134.47	\$632,672.98
Benefits (20%)	\$97,500.00	\$112,226.89	\$126,534.60
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$608,318.00</b>	<b>\$673,361.36</b>	<b>\$759,207.58</b>
<b>OPERATING COSTS</b>			
Category 1: Fuel, insurance, speaker fees, office expense, telephone, postage, and recruitment	\$168,650.18	\$139,896.16	\$162,720.32
Category 2: ILS Training and Curriculum and After Care Education	\$81,500.00	\$82,250.00	\$84,500.00
Category 3: Equipment	\$4,000.00	\$8,396.00	\$4,000.00
Category 4: Incentives	\$151,695.00	\$154,195.00	\$166,695.00
Category 5: Emergency Interventions	\$2,000.00	\$2,000.00	\$16,200.00
<b>TOTAL OPERATING COSTS</b>	<b>\$407,845.18</b>	<b>\$386,738.16</b>	<b>\$434,115.32</b>
<b>TOTAL S&amp;B/OPERATING COSTS</b>	<b>\$1,016,163.18</b>	<b>\$1,060,099.52</b>	<b>\$1,193,322.90</b>
<b>ADMINISTRATIVE COSTS</b>			
Indirect Costs (10% of Total)	\$93,146.82	\$97,540.48	\$110,862.79
<b>TOTAL ADMINISTRATIVE COSTS</b>	<b>\$93,146.82</b>	<b>\$97,540.48</b>	<b>\$110,862.79</b>
<b>TOTAL BUDGET</b>	<b>\$1,109,310.00</b>	<b>\$1,157,640.00</b>	<b>\$1,304,185.69</b>



13. Miscellaneous. All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

14. Effective Date: Amendment No. 2 to the Second Amended and Restated Agreement shall become effective July 1, 2020.

**IN WITNESS WHEREOF**, the undersigned, as authorized representatives of County and Contractor, respectively, have executed this Amendment No. 2 to the Second Amended and Restated Agreement as of the date last written below.

**COUNTY OF RIVERSIDE:**

Karen S. Spiegel  
Karen Spiegel  
Chair, Board of Supervisors

7-20-2021  
Date

**CONTRACTOR:**

Tammy Wilson  
Tamara Wilson, Chief Executive Officer  
24275 Jefferson Avenue  
Murrieta, CA 92362  
Jun 21, 2021

\_\_\_\_\_  
Date

Approved as to Form  
Gregory P. Priamos  
County Counsel

By: Esen Sainz Jun 21, 2021  
Esen Sainz  
Deputy County Counsel

**ATTEST:**

KECIA R. HARPER, Clerk

By: Paul Boylston  
DEPUTY



**Contracts Administration  
Unit**

10281 Kidd Street  
Riverside, CA 92503  
dpsscontracts@riversidpss.org  
FAX: (951)358-3900

**Administrative Manager II**

Kisha Jenkins  
(951)358-6352  
kjenkins@rivco.org

**Administrative Services  
Officers**

Joan Danfifer  
(951)358-4536  
jdanfife@rivco.org

Richard Sandoval  
(951)358-5098  
rsandoval@rivco.org

## MEMORANDUM

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2021 JUL 21 PM 12:44

TO: Clerk of the Board, April Boydd  
FROM: Ann Marie Foglio, DPSS Contracts Administration  
DATE: July 21, 2021  
RE: BOS 7/20/21 Agenda# 3.26

MINUTE TRAQ ID #: 15657

My apologies that the Amendment was not sent prior to the BOS meeting on July 20, 2021.

Attached please find three (3) sets of:

1. Amendment No. 2 to the Second Amended and Restated Agreement (CS-03366-06) with Oak Grove Institute Foundation, Inc., dba Oak Grove Center for Education, Treatment & The Arts, for Emancipation and Independent Living program Services.

I have also included a copy of the signed Form 11. Please send a scan of the signed amendment and let me know when the originals are ready for pick-up.

Please contact me at your earliest convenience if there are any questions at 951-358-3293 or Aofoglio@rivco.org.

Thank you.