

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



ITEM: 3.32
(ID # 20663)

MEETING DATE:

Tuesday, December 13, 2022

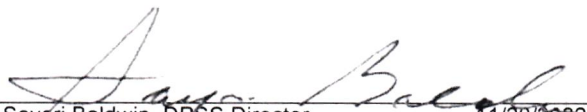
FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve DPSS-0004570 Agreement with Oak Grove Institute Foundation Inc. for Independent Living Program Services for four (4) years and six (6) months, effective January 1, 2023 through June 30, 2027; All Districts. [Total Cost \$6,113,330; up to \$1,833,999 in additional compensation; Funding: Federal 31.5%; State 21.5%; Realignment 47%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve DPSS-0004570 Agreement with Oak Grove Institute Foundation Inc. for Independent Living Program Services for a total amount of \$6,113,330 for a period of four (4) years, six (6) months, January 1, 2023 through June 30, 2027; and authorize the Chair of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the 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 the sum total of thirty percent (30%) of the total annual cost of the agreement.

ACTION:Policy


Sayori Baldwin, DPSS Director 11/29/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: December 13, 2022
xc: DPSS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$638,382	\$1,313,551	\$6,113,330	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 31.5%; State 21.5%; Realignment 47%			Budget Adjustment:	No
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

The primary goals of the Independent Living Program are:

Education - Increase the number of emancipating youths who obtain an education by graduating from High School, receiving a General Equivalency Degree (GED), receiving a High School Proficiency Certificate, completing a Vocational Education Program, or graduating from a two-year or four-year college, or beyond;

Employment - Increase the percentage of youth who are employed and/or have additional means of financial support to provide for themselves;

Permanency - Increase lifelong connections with reliable relatives and non-relatives; assist in securing stable housing; and

Daily Living Skills - Increase the number of youth receiving ILP Life Skills Services in order for youth to learn basic living skills to increase knowledge in the areas of health and safety, risky behavior, and healthy lifestyles, with practical application and are able to transition to independence as adults.

Historically, the County has provided ILP services to approximately 542 In-Care youth and 50 After-Care youth annually.

Impact on Residents and Businesses

The ILP services help youth prepare for the transition from living within the child welfare system to living on their own as healthy, safe and productive adults.

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

Additional Fiscal Information

The total payments to Oak Grove Institute Foundation, Inc. shall not exceed:

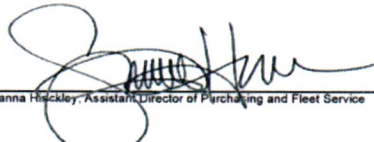
<i>FISCAL YEAR PERIOD</i>	<i>ANNUAL PAYMENT</i>
January 1, 2023 through June 30, 2023	\$638,382
July 1, 2023 through June 30, 2024	\$1,313,551
July 1, 2024 through June 30, 2025	\$1,350,341
July 1, 2025 through June 30, 2026	\$1,387,132
July 1, 2026 through June 30, 2027	\$1,423,924
Total	\$6,113,330

Contract History and Price Reasonableness

On December 10, 2021, County Purchasing released RFP #598 for Independent Living Program services. The bid closed on January 28, 2022 with three (3) responses received and evaluated. After a thorough evaluation process, Oak Grove was deemed the lowest, most responsive and responsible bidder on September 1, 2022.

ATTACHMENT:

Attachment A: Agreement DPSS-0004570 with Oak Grove Institute Foundation, Inc., dba Oak Grove Center for Education, Treatment & The Arts for Independent Living Program Services


Suzanna Hickley, Assistant Director of Purchasing and Fleet Service 12/17/2022

**County of Riverside Department of Public Social Services
Contracts Administration Unit
4060 County Circle Drive
Riverside, CA 92503**

and

Oak Grove Institute Foundation Inc.
dba Oak Grove Center for Education, Treatment & The Arts
Independent Living Program Services
DPSS-0004570



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- Schedule A – “Payment Provisions”
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List of Attachments

- Attachment I - ETO Sublicense Agreement
- Attachment II - Incident Report
- Attachment III – PII Privacy and Security Standards
- Attachment IV – Assurance of Compliance
- Attachment V – DPSS 2076A, DPSS 2076B & Instructions
- Attachment VI – Line Item Budget and Narrative

This Agreement is made and entered into this ____ day of _____, 202__, by and between Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment & The Arts, a California nonprofit public benefit corporation (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"). The parties agree as follows:

1. DEFINITIONS

- A. "After-Care Youth" refers to former foster youth eligible to receive ILP services between the ages of sixteen (16) through twenty-one (21) for whom court dependency has been terminated.
- B. "Contractor" refers to Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment & The Arts and its employees, agents and representatives providing services under this Agreement.
- C. "County" refers to the County of Riverside.
- D. "CSD" refers to the Riverside County Department of Public Social Services, Children's Services Division
- E. "CSEC" refers to Commercially Sexually Exploited Children.
- F. "DPSS" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "ETO" refers to the Efforts to Outcome software for reporting.
- H. "ILP" refers to the Independent Living Program.
- I. "In-Care Youth" refers to youth eligible to receive services that are currently court dependents with an active CSD case and are between the ages of sixteen (16) through twenty-one (21).
- J. "Seminars" refers to educational discussion groups to present and discuss specific topics relevant to ILP youth and their foster care providers.
- K. "Special Events" refers to events in a centrally located site that afford youth the opportunity to learn about and participate in a wide range of services. Examples include, but are not limited to, college tours and career fairs.
- L. "STRTP" refers to Short Term Residential Therapeutic Program.
- M. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- N. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- O. "THP" refers to the Transitional Housing Program.
- P. "THRIVE Program" refers to Oak Grove's Independent Living Program.

Q. "TILP" refers to Transitional Independent Living Plan, a written service delivery plan available on the Child Welfare Services/Case Management Services (CWS/CMS) that identifies the youth's current level of functioning, emancipation goals and the specific skills needed to prepare the youth to live independently upon leaving foster care. The plan is mutually agreed upon by the youth and the social worker/probation officer.

R. "Workshops" refer to brief, intensive educational programs for youth and their foster care providers that emphasize participation in problem solving.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I - ETO Sublicense Agreement, Attachment II - Incident Report, Attachment III - PII Privacy and Security Standards, Attachment IV - Assurance of Compliance, Attachment V - DPSS 2076A, DPSS 2076B & Instructions, Attachment VI - Line-Item Budget and Narrative.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective January 1, 2023 and continue through June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions. 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 product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.

B. COUNTY may, upon five (5) calendar 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, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

C. After receipt of the notice of termination, CONTRACTOR shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and 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 an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

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

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

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

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contract, 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. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

B. CONTRACTOR shall not, under any circumstances which could be perceived as an to influence the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.
- C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than

COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. 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 be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- B. 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 requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment III. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment III into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

- A. Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.

- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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) calendar days written notice shall be given to the COUNTY 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 receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- I. 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.

16. WORKER'S 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.

17. VEHICLE LIABILITY

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

18. 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 \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Policy shall include abuse and molestation insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual, threatened or allege physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature and retention of any person for whom the contractor is responsible including but not limited to contractor and contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the contractor, and the contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. 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. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

19. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims-made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage);

or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

20. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

21. EXCESS/UMBRELLA LIABILITY INSURANCE

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

22. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. CONTRACTOR and its employees shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action

based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

23. USE BY POLITICAL ENTITIES

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, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

24. LICENSES AND PERMITS

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

25. NO DEBARMENT OR SUSPENSION

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

26. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

27. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:

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

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

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

28. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." CONTRACTOR is a "mandated reporter" in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11164; 11165 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

29. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

30. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

32. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

33. SUPPLANTATION

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

34. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

35. 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.

36. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

37. DISPUTES

A. 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 COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. 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.

38. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment IV. CONTRACTOR will sign and date Attachment IV and return it to COUNTY along with the executed agreement. CONTRACTOR shall ensure that the

administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Client Complaints

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

https://www.sccgov.org/ssa/info_notices/pub13_english.pdf

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Assurance and Review Services
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
assuranceandreview@rivco.org

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary

second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

40. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:

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

Invoices and other financial documents:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503
ClientServicesContracts@rivco.org

CONTRACTOR:

Oak Grove Institute Foundation Inc.
Chief Executive Officer
24275 Jefferson Avenue
Murrieta, CA 92362

CONTRACTOR "Remit To" address:

Oak Grove Institute Foundation Inc.
Chief Executive Officer
24275 Jefferson Avenue
Murrieta, CA 92362

41. 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.

42. 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.

43. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

44. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment & The Arts, a California nonprofit public benefit corporation <i>Tammy Wilson</i>	Authorized Signature for County <i>Jeff Hewitt</i>
Printed Name of Person Signing: Tamara Wilson	Printed Name of Person Signing: Jeff Hewitt
Title: Chief Executive Officer	Title: Chair, Board of Supervisors
Date Signed: Nov 30, 2022	Date Signed: Dec 15, 2022

Approval as to Form

Minh Tran

County Counsel

Katherine Wilkins

By: _____

Katherine Wilkins

Deputy County Counsel

Date: Nov 30, 2022



ATTEST:

KECIA R. HARPER, Clerk

By: *Cindy Fernandez*

DEPUTY

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
January 1, 2023 through June 30, 2023	\$638,382
July 1, 2023 through June 30, 2024	\$1,313,551
July 1, 2024 through June 30, 2025	\$1,350,341
July 1, 2025 through June 30, 2026	\$1,387,132
July 1, 2026 through June 30, 2027	\$1,423,924
Total	\$6,113,330

A.2 LINE-ITEM BUDGET

DPSS will pay the Contractor for services performed under this Agreement according to the Line-Item Budget and Narrative in Attachment VI.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

A. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.

- a. Payroll, Salary, and Benefits
 - i. Payroll Report, including employee names, hours, wage rate, wage amount, benefit amount, pay dates, and
 - ii. Time and Activity report including employee names, dates worked, hours allocated to DPSS programs.
- b. Operating Expenses
 - i. Schedule or statement of costs, allocation basis to DPSS, or
 - ii. Copy of invoices.
- c. Administrative Costs
 - i. Cost Schedule, allocation basis, calculation allocating costs to DPSS program, or
 - ii. Copy of invoices or receipts, or
 - iii. Approved Indirect Cost Rate (ICR).
- d. Graduation Incentives
 - i. Contractor shall provide the following supporting documentation along with the monthly invoice to be reimbursed for the incentives:
 - 1. Description of item
 - 2. Client signature log including date, youth name, item issued, program, & youth signature.
 - ii. In the event Contractor is unable to locate youth to issue incentives, Contractor must contact the Regional Manager or Assistant Regional Manager and the Program Specialist of the ILP program, to facilitate issuance of warrant. If DPSS ILP staff facilitates issuance of funds, Contractor must submit proof of issuance to youth along with the monthly invoice.

B. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall

consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

C. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (Attachment V), following the instructions set forth. Attachment V is attached hereto and incorporated herein by this reference for request of all payments.

D. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

A.4 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

A.6 CAPITAL EQUIPMENT

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

- a. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
- b. To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and
- c. To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report must be submitted to DPSS.

B.1 BACKGROUND

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

The primary goals of the Independent Living Program are:

Education - Increase the number of emancipating youths who obtain an education by graduating from High School, receiving a General Equivalency Degree (GED), receiving a High School Proficiency Certificate, completing a Vocational Education Program, or graduating from a two-year or four-year college, or beyond;

Employment - Increase the percentage of youth who are employed and/or have additional means of financial support to provide for themselves;

Permanency - Increase lifelong connections with reliable relatives and non-relatives; assist in securing stable housing; and

Daily Living Skills - Increase the number of youth receiving ILP Life Skills Services in order for youth to learn basic living skills to increase knowledge in the areas of health and safety, risky behavior, and healthy lifestyles, with practical application and are able to transition to independence as adults.

B.2 OBJECTIVES

A. Short-Term Objectives:

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

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

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

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

B. Long-Term Objectives:

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

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

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

B.3 TARGET POPULATION

- A. The target population to be served is divided into two (2) groups eligible to receive ILP services, ages sixteen (16) through twenty-one (21) years, who are currently or were formerly dependents or wards of the County Juvenile Court, with a primary focus on after-care youth.
- B. The target population groups are:
 - 1. In-Care Youth/Wards: Youth/Wards who are currently court dependents and have an active Children's Services Division case and Probation Wards who are eligible for ILP;
 - 2. After-Care Youth: Former foster youth/wards for whom court dependency has been terminated.

B.4 DPSS RESPONSIBILITIES

DPSS shall:

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

B.5 CONTRACTOR RESPONSIBILITIES

- A. Assign staff to be the liaison between the Contractor and DPSS.
- B. Upon request by DPSS, Contractor shall attend Joint Operational Meetings (JOM) with DPSS on a quarterly basis or more frequently if needed.
- C. Personnel Requirements
 - 1. Contractor shall employ the following staff positions that meet the following qualifications:
 - a. Program Supervisor: Master's degree preferred in Social Work, Psychological Counseling, or related field of study from an accredited college; with a minimum of two (2) years of human services experience; or Bachelor's degree in Social Work, Psychological Counseling, or related field of study from an accredited college, with a minimum of four (4) years of progressively responsible supervisory experience in human services casework in a public or private organization, preferably working with ILP target population.
 - b. ILP Coach: Bachelor's degree in Sociology, Social Work, Education, or a related field; and one (1) to two (2) years of work

experience in a related field; Possess a valid California Driver License; are trained in and have a demonstrated understanding of adolescent and child abuse issues.

- c. Accounting Technician (equivalent or higher): At minimum, must possess four (4) years of accounting and bookkeeping experience. Advanced education in accounting preferred. Education may be substituted for experience on the following basis: one (1) year of experience in the maintenance and review of fiscal, financial or statistical records may be substituted by completion of twelve (12) semester or eighteen (18) quarters in accounting, business math, bookkeeping, or a closely related field.
- d. 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's 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.

D. Housing Navigator

1. 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.

E. Evidence-based/Evidence Informed model:

1. Contractor shall use the ARISE and Resiliency model framework focusing on, but not limited to: Anger Management; Substance Abuse and Guns; Domestic and Sexual Abuse; Violence and Conflict; Self-Esteem; Learning Strategies and Time Management; Networking, Jobs, and Money; Health and Hygiene; and Nutrition and Exercise.

F. Referral Requirements

Contractor shall:

1. Accept referrals from County for after-care youth to provide all ILP services and referrals from County for in care youth to provide life skills workshops, seminars and special events and provide services that are current, relevant, and consistent with the Transitional Independent Living Plan (TILP).
2. Adhere to the current DPSS referral process and shall adhere to any future changes in the referral process stipulated by DPSS. Such changes shall be communicated to Contractor in advance.

G. Coordination of Services

1. Contractor shall be responsible for actively linking ILP youth with other needed services and follow-up to verify that the link was successful. Contractor shall not refer a youth to a third party to address the original reason for referral without prior approval from the assigned Social Service Practitioner (SSP) or designated County liaison. Documentation of the services obtained for the youth must be documented in Efforts to Outcomes (ETO).

2. Contractor shall contact youth's assigned SSP by telephone or email when warranted and as frequent as necessary.
3. ILP services for In-Care youth shall primarily include, but may not be limited to, participation in workshops, seminars and special events to include both in-care and after-care youth.
4. Contractor shall ensure services are culturally, linguistically, age, and developmentally appropriate to the target population by evaluating youth's needs and goals based on, but not limited to, developmental level, age, language and cultural aspects influencing goals and tailoring service delivery based on those needs.

H. Engagement/Participation

1. Contractor must utilize strategies to engage youth that have experienced trauma. Contractor is expected to engage difficult to serve populations (e.g., delinquent, runaway, developmentally delayed, sexually exploited youth, youth experiencing mental health issues, or pregnant/parenting youth) at every step of the process: prior to receiving services, while disposing of services, and during participation in services. Contractor must also address special needs of youth, such as educational, employment and housing barriers, substance abuse, physical and mental disabilities, developmental disabilities, lack of decision-making skills, etc. Contractor must also offer incentives to encourage maximum participation.
2. Contractor must cooperatively engage STRTPs, THP programs, Group Home and Foster Family Agencies' (FFA) management and staff, relative caregivers and foster parents to allow youth to participate and provide youth access to ILP services and support youth in the successful completion of ILP services.

I. Special Events, Seminars, Workshops and Training

1. Contractor shall secure presenters and trainers for workshops and seminars, who are engaging, motivating and knowledgeable concerning challenges faced by youth today. Presenters are expected to address youth in an effective manner.
 - a. Success and effectiveness of speakers will be determined by participants' evaluations.
 - b. Ensure presenters and trainers, and the efficacy of the learning objectives, are held to this standard by conducting evaluations at workshops and seminars, and by monitoring participants' feedback.
 - c. Administer a skill assessment at the beginning of each quarter.
 - d. Administer a skill attainment at the end of each quarter.
 - e. Evaluation of pre and post assessments, attainment shall be demonstrated through youth skill assessments and skill attainments, and outcome measures.
2. Contractor must offer and facilitate seminars, workshops, and special events that are relevant to each target population group tailored for maximum effect. For example, high school seniors who are considering continuing their education are eligible for financial aid. A workshop, which includes the completion of Free Application for Federal Student Aid (FAFSA) and financial aid applications, should be held a minimum of sixty (60) days prior to the due date for submitting these forms. FAFSA due date is consistently March 2nd of the new year, each year.
3. Contractor must provide support for foster care providers, caregivers or adult mentors' participation with their foster youth, and encourage providers to play an integral part in reinforcing the learning process by providing practical opportunities for youth to utilize skills such as interviewing techniques, e.g., conducting mock interviews in the home; drafting employment resumes; techniques for succeeding

- in high school; preparing for college; and learning basic everyday living skills, such as cooking, doing laundry, and utilizing mass transit as a means of transportation.
4. All seminars, workshops, and special events must be conducted Monday through Friday during the evening hours and on weekends to accommodate the non-school hour availability of the foster youth and their care providers. Contractor shall provide meals during lunch and/or dinner hours for planned events, seminars and workshops. Snacks for seminars and workshops shall be provided when appropriate. A meal is different from a snack in that meals are larger, more varied, and more filling than snacks.
 5. Contractor shall submit a written curriculum to be approved by DPSS, and pre-and post-assessment, tools that are mutually agreed upon by DPSS and Contractor before any such seminar, or workshop, or assessments are conducted.
 6. Upon request by DPSS, Contractor shall work with DPSS on an annual basis in developing a curriculum or adjusting the current curriculum for workshops, seminars, and special events that will continue to meet the ongoing needs of youth.
 7. Special events are defined as events in a centrally located site that afford youth the opportunity to learn about and participate in a wide range of services. Examples include, but are not limited to, college tours, career fairs. In addition, Contractor will be responsible for providing the following (but not limited to) at the annual graduation celebration and holiday gathering for youth:
 - a. Food and drinks (Holiday Gathering – full meals with plates/utensils; desserts and appetizers, Graduation Event – desserts and appetizers with plates/utensils)
 - b. Sanitization supplies
 - c. Entertainment and guest speaker fees
 - d. Invitations/Save-the-dates (Create and mail to participants)
 - e. Table, chairs and linen rentals, when not available through venue
 - f. Event decorations including table centerpieces
 - g. Photo booth
 - h. Provide staff to help with set-up and clean-up
 8. Seminars are defined as educational discussion groups to present and discuss specific topics relevant to ILP youth and their foster care providers. Workshops are defined as brief, intensive educational programs for youth and may include foster care providers that emphasize participation in problem solving. Contractor shall cover topics such as, but not limited to:
 - a. Interpersonal/Social Skills
 - b. Consumer Education
 - c. Educational Enhancement
 - d. Employment
 - e. Money and Credit Management
 - f. Family Planning
 - g. Educational Financial Aid
 - h. Cultural Awareness
 - i. Nutrition
 - j. Self-Esteem and Personal Growth
 - k. Income Tax Responsibilities
 - l. Commercial Sexual Exploitation of Children (CSEC) Information
 9. CSEC Training:
Contractor shall:
 - a. Provide ten (10) CSEC seminars to foster youth and their caregivers conducted concurrently in two separate sessions each Fiscal Year.
 - b. Train up to 80 participants per session.

- c. Provide one (1) meal at each seminar.
- d. Provide outreach, advertisements and meals to foster youth and caregivers for CSEC training.

J. Access to Services

1. Services and materials must be provided in English and Spanish, as needed.
2. Contractor shall provide twenty-four (24) hours per day, seven (7) days per week response to ILP youth for emergency needs during after-hours and regular business hours. Contractor shall be expected to address and meet the youth's emergency need (e.g., provide motel voucher, assist with placement in emergency shelter, provide clothes or food, etc.).
3. Contractor shall make services accessible to youth by assisting with transportation for the youth, to and from seminars and workshops and by making location of seminars and workshops conveniently accessible to youth. For instance, scheduling seminars and workshops at various sites throughout the county to maximize participation and reduce transportation barrier (e.g., schools or community centers). Upon DPSS approval, services may be conducted virtually in special circumstances.
4. Contractor shall provide outreach, follow-up training, and individual services and planning for youth who have been identified by County as having physical, mental or learning disabilities or developmentally delayed. Contractor shall make necessary accommodations to assist identified youth during workshops to answer questions and maximize learning and participation.
5. Contractor must provide ILP youth access to computers at all facilities and shall use computers for instruction when appropriate.

B.2 PROGRAM EVALUATION

DPSS will evaluate the efficacy of delivered services and successful accomplishment of program outcomes and objectives. The Contractor shall aim to meet the following leading and lagging indicators:

A. Leading Indicators:

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

Indicator 2: Each individual graduating youth, who completes the DPSS approved ILP curriculum will demonstrate a 25% increase in knowledge of life skills pre and post score in the areas of 1) daily living, 2) self-care, 3) relationships and communication, 4) housing and money management, and transportation 5) work and study, 6) career and education planning, 7) and civic engagement as measured by a validated instrument (Casey Life Skills Assessment) provided or approved by DPSS.

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

Indicator 4: Each individual graduating youth, who completes the DPSS approved ILP curriculum will demonstrate a 25% increase in perceived permanency pre and post score as measure by a validated instrument (Casey Life Skills Assessment) provided or approved by DPSS.

B. Lagging Indicators:

DPSS intends to evaluate the impact of program services by measuring the following indicators:

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

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

Indicator 7: The percentage of Riverside County dependents and emancipated youth between the ages of sixteen (16) and twenty-one (21) who participated in ILP services and have stable housing or placement, at program discharge.

C. Contractor shall be responsible for meeting and increasing current County success rates for Outcomes a-o (below) as measured by pre- and post-assessments. Post-assessments must show an increased improvement of at least 20% over the course of services for each client.

- a. Education
- b. Employment
- c. Values & Interpersonal Skills
- d. Home Management
- e. Food Management
- f. Emergency & Safety
- g. Personal Care
- h. Health
- i. Housing
- j. Relationships & Support Systems
- k. Pregnancy Prevention, Parenting & Child Care
- l. Money Management
- m. Transportation
- n. Legal Skills
- o. Community Resources

- D. Contractor shall deliver outcome driven services as identified in Outcome Requirements (a-o above) and identify factors that accurately reflect the youth's progress towards the stated goals.
- E. Contractor must comply with outcome plan and process designated by DPSS for measuring outcomes, including how success rates shall be improved in the following categories, and by how much. Outcomes must be aligned with above stated goals identified in Outcome Requirements (a-o above) and ascribe to an evidence-based or statistically validated model:
1. Daily Living Skills: 25% increase in youth total Mastery Score at the end of the ILP course (as compared to pre-test measure). Mastery Score shall include the average percent increase in the following categories: Communication, Daily Living, Self-Care, Social Relationships, and Work/Study Skills.
 2. Education: 70% of all clients enrolled in ILP course will earn most (at minimum 51%) of their school credits at ILP course completion.
 3. Employment: 70% of youth shall make progress on vocational goals as evidenced by obtaining some form of employment, volunteer work experience, or completion of the job-related goals on the ILP Plan.
 4. Permanency: 85% of youth will complete a Permanency Pact, defined as a pledge by a supportive adult to provide specific supports to a young person in foster care with a goal of establishing a lifelong, kin-like relationship.
- F. If the need arises to deviate from the above, flexibility shall be allowed so that, upon mutual agreement, DPSS and Contractor can make adjustments that best meet the needs of the youth and program. If changes are deemed appropriate, DPSS shall incorporate such changes by amendment.
- G. Assessment Tool
1. Contractor shall implement service delivery processes that utilizes the concepts of the Casey Life Skills Assessment and Positive Youth Development. Positive Youth Development is an approach towards all youth that builds on their assets and their potential and helps counter the problems that may affect them.
 2. Contractor shall complete a TILP for Kin-Gap referred youth who are receiving ILP services within 30 days of program participation and update the TILP every 6 months. In cases where Kin-Gap youth do not complete the program and a TILP was not completed, Contractor shall conduct due diligence by making 2 attempts to contact the youth and document case record in ETO.
 3. Contractor shall complete a post-Casey Life Skills Assessment for all youth who complete the program.
 4. Contractor shall upload all Casey Life Skills Assessments and TILPs into ETO.

B.3 REPORTING

The Contractor shall:

- A. Collaborate with a designated DPSS staff person and will be required to provide, at minimum, quarterly program progress reports (Based on A to O Assessment) which describe success in meeting programs goals and objectives. Electronic client-level data will be collected for each client (Demographic, A to O Assessment, and Casey Life Skills Assessment) as services are

provided to evaluate the designated outcome objective(s) in accordance to Contractor's outcome plan.

- B. Upon request, work in conjunction with County by providing County with necessary information to complete the State of California Annual ILP Narrative Report. Contractor shall complete report sections designated to Contractor by County, no later than two (2) weeks from County's request.
- C. Provide monthly Housing Navigator Program (HNP) report to include the following information for State reporting purposes by the 20th of the month to PDRreports@rivco.org:
1. Number of Program Participants employed;
 2. Number of Program Participants which identified as LGBTQ+;
 3. Number of Program Participants enrolled in school/educational program;
 4. Number of Program Participants which reported having a disability;
 5. Number of Program participants served who were in the state's probation system;
 6. Number of Program participants who were in the state's foster care system;
 7. Number of Program Participants with minor children in the household;
 8. If minor children are in the household, include average number of children per household.
- D. Utilize the Social Solutions Efforts to Outcomes (ETO) software or alternative software provided by County, to document case records for each youth referred. ETO is a database designed to measure the progress of ILP youth, as well as, measure the effectiveness and overall impact of the ILP. All services received by each youth shall be documented in the youth's case record within ETO, to include:
1. All Services provided to youth
 2. Contacts made with participants
 3. Post-test Casey Life Skills Assessment results, TILPs
 4. Other relevant case notes
 5. Demographic information to include but not limited to:
 - a. Provider Name
 - b. 19-digit CSD Client ID number
 - c. Client Name
 - d. Client Status (New, Active, Closed)
 6. For Statues that are NEW:
 - a. Referral Date
 - b. Intake Date
 - c. Client Type (current or former foster youth)
 - d. Client's Birth Date
 - e. Race
 - f. Ethnicity
 - g. Disable
 7. For Statues that are CLOSED:
 - a. Original Referral Date
 - b. Closure Date
 - c. Closure Reason
 8. Education
 - a. Education Goal: (e.g., graduating from high school, GED, etc.)
 - b. Education Goal Date
 - c. School Name
 - d. Grade

- e. Goal Result: (e.g., percentage to completion)
- f. Goal Result Date

9. Employment

- a. Employment Goal: (e.g., training, job, internship)
- b. Employment Goal Date
- c. Employer
- d. Goal Result: (e.g., completed, not completed)
- e. Goal Result Date

10. Housing

- a. Residence type at Enrollment: (apartment, placement, etc)
- b. Enrollment Date
- c. Residence type at Discharge
- d. Discharge Date

- E. Contractor shall provide Attachment II, Incident Report, attached hereto and incorporated herein by this reference for reporting special incidents involving staff, clients, volunteers, subcontracted staff and property.

**ETO Sublicense Agreement
Intentionally Left Blank**

Incident Report

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

Date of Incident:
 Location of Incident:
 Approximately Time:
 Name, Title and Signature of Person Completing Form:

Participant(s) Involved:

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

Was there a third party present during the incident? YES NO

Relationship to participant(s):

Type of Incident:
 On-Going Isolated Police Involvement Other

Brief Summary of Incident:

Any action taken by the agency? YES NO
 If yes, please describe:

Type of Intervention:
 Formal Panel Review Education/Training
 Restriction/Contract Other

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
1. All users must be issued a unique username for accessing PII.
 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 3. Passwords are not to be shared.
 4. Passwords must be at least eight (8) characters.
 5. Passwords must be a non-dictionary word.
 6. Passwords must not be stored in readable format on the computer or server.
 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 8. Passwords must be changed if revealed or compromised.
 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
1. Data is confidential;

2. Systems are logged;
3. System use is for business purposes only, by authorized users; and
4. Users shall log off the system immediately if they do not agree with these requirements.

K. System Logging.

1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII or alters PII.
2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
3. If PII is stored in a database, database logging functionality shall be enabled.
4. Audit trail data shall be archived for at least three (3) years from the occurrence.

L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission Encryption.

1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.

1. The Contractor must ensure audit control mechanisms are in place.
2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as crosscut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of

delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

DPSS Privacy Officer
Assurance and Review Services
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
privacyincident@rivco.org

ATTACHMENT IV
Assurance of Compliance

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

Oak Grove Center for Education, Treatment & The Arts
NAME OF ORGANIZATION

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

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

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

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

Nov 30, 2022

Date

Tammy Wilson

Director's Signature

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From: _____
Remit to Name

Address

City, State and Zip Code

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

Actual Payment \$ _____
(Same amount as 2076B if needed)

Unit of Service Payment \$ _____

_____ (# of Units) x _____ (Unit Price) = (\$) _____

_____ (# of Units) x _____ (Unit Price) = (\$) _____

_____ (# of Units) x _____ (Unit Price) = (\$) _____

_____ (# of Units) x _____ (Unit Price) = (\$) _____

_____ (# of Units) x _____ (Unit Price) = (\$) _____

Any questions regarding this request should be directed to and authorized by:

Name Phone Number

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

If amount authorized is different from the amount requested, please explain:

MRU Authorization Date

Amount Authorized

Invoice Number

PO Number

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

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

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

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

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

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

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

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

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	
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CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
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List each item as outlined
in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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LINE ITEM BUDGET

	6-Month Allocation FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27
SALARIES/BENEFITS COSTS	13.40 FTEs	13.40 FTEs	13.40 FTEs	13.40 FTEs	13.40 FTEs
Salaries	\$ 297,505	\$622,881	\$650,753	\$678,625	\$706,497
Benefits (20%)	\$ 59,501	\$124,576	\$130,151	\$135,725	\$141,299
TOTAL SALARIES & BENEFITS	\$ 357,006	\$747,457	\$780,903	\$814,349	\$847,796
OPERATING COSTS					
Category 1: Fuel, insurance, speaker fees, office expense, telephone, postage, and recruitment	\$ 93,143	\$186,285	\$186,285	\$186,285	\$186,285
Category 2: ILS Training and Curriculum, CSEC Training and After Care Education	\$36,750	\$73,500	\$73,500	\$73,500	\$73,500
Category 3: Equipment	\$ 2,000	\$4,000	\$4,000	\$4,000	\$4,000
Category 4: Incentives	\$ 83,348	\$166,695	\$166,695	\$166,695	\$166,695
Category 5: Emergency Intervention	\$ 8,100	\$16,200	\$16,200	\$16,200	\$16,200
TOTAL OPERATING COSTS	\$ 223,341	\$446,680	\$446,680	\$446,680	\$446,680
TOTAL S&B/OPERATING COSTS	\$ 580,347	\$1,194,137	\$1,227,583	\$1,261,029	\$1,294,476
ADMINISTRATIVE COSTS					
Indirect Costs (10% of Total)	\$ 58,035	\$119,414	\$122,758	\$126,103	\$129,448
TOTAL ADMINISTRATIVE COSTS	\$ 58,035	\$119,414	\$122,758	\$126,103	\$129,448
TOTAL BUDGET	\$ 638,382	\$1,313,551	\$1,350,341	\$1,387,132	\$1,423,924

BUDGET NARRATIVE

- A. **Salaries** is based on a total of twenty-four (24) full-time/part-time employees, equivalent to about thirteen and a half (13.4) FTEs. This includes the new position Housing Navigator which started in FY 2021-22. All but one of the 24 staff will be working directly with the youth in eight various sites all over Riverside County. One employee with a full time equivalent of .40 will provide Billing and Accounting Support. Personnel salary ranges from \$15.00 to \$39.23 per hour with an average of \$21.35 per hour in the first year of the contract. The budget for each succeeding year incorporates a \$1.00 per hour increase for each FTE which will cover projected increase in minimum wage and adjustments on the salary grid necessary to stay competitive. Total Benefits, calculated at 20% of total salaries, include payroll taxes, health insurance, workers compensation insurance, unemployment expense, and 401k retirement plan for all eligible staff.

- B. **Fuel and Transportation** includes the cost of transporting the youth to and from various strategic locations throughout the county including community colleges and bus stations near the various campuses Oak Grove will transport students in company-owned vehicles driven by Oak Grove employees and charge \$1.50 per mile per student. It also includes ILP staff mileage reimbursement for the use of personal cars for travel throughout the county and between sites to manage the program. The Federal mileage reimbursement rate shall prevail for staff driving personal cars with no students. Staff driving personal cars shall have proof of insurance in staff personnel files. No students shall be transported in non-company-owned vehicles. Additionally, 4 fuel efficient vehicles were leased to be used for transporting supplies to and from various sites for workshops, events, celebrations, and meetings as well as staff carpooling whenever they can. The fourth vehicle will be assigned to the Housing Navigator who will need it to perform his/her duties. This line item includes regular maintenance of the leased vehicles as well as insurance.
- C. **Food** – includes the cost of food, paper goods and other related supplies for family BBQs, workshops, and cooking classes as well as special events, graduations and the many special events that are part of this program. Food will also be offered at the weekly classes. Additionally, food for the DPSS holiday and graduation parties scheduled in December and June is included in this line item. Food gift cards and Uber eats may be utilized whenever necessary.
- D. **Insurance – Professional & General Liability** is the cost of premium to cover the Independent Living Skills Program for general and professional liability insurance.
- E. **Speaker Fees** – Special speakers related to topics of the quarter not only engage the youth but allow for inspiration and role models as well. There is a minimum of 2 speakers per site and multiple sites. This also includes the costs for a special speaker at the two large county events (Graduation and the Holiday Party). Some speakers charge more than others. This will cover a total of forty events. The speakers will be paid on average a fee of \$125 each time (Minimum of 2 per site). During the pandemic, it became apparent that Live speaking and Virtual are completely different skills. Virtual Speakers of the quality that keep everyone engaged are a little more expensive. Furthermore, specialty topics such as housing are sometimes free, but those ones are not very often. Quality Speakers are willing to give trainings but for fees.
- F. **Office Expense for Lease of Office Space** – To better serve the youth in the Dessert Area, we currently have a lease for office space at the Sunrise Plaza in Palm Springs at \$600 per month. The space will be used equally by both our THP program and the ILP Program and the lease expense is to be shared equally by each program at \$300 per month.
- G. **Telephone** - represent the monthly service charge for mobile phones provided by the company as well as reimbursement to those staff who use their personal phones, the cost of mi-fi for laptops and iPads, and a share in the internet cost at the various sites. It also includes the cost of the 1-800 hotline which is a crucial aspect of the program. Foster youth accessed this line over 900 times in the first quarter of 2014. The cost of this line is included in the updated forecast along with additional cell phones given the increase in staff based on the increased enrollment of foster youth and increased campuses.
- H. **Postage** covers the cost of mailing documents to all related parties.
- I. **Recruitment** includes the cost of advertising for vacancies, fingerprinting and background check.

- J. **ILS/CSEC Training** – in-service trainings will be provided for both new hires and current employees to ensure proper delivery of service. It includes all costs related to offsite training, workshops, and conferences including, but not limited to, conference fees, airfare, car rental or taxi fare, lodging, and meals. It also includes, but is not limited to, the cost of materials such as family-based packets, pregnancy and early parenting, on-line training, workbooks and DVDs for the staff, and career interest inventory for the students
- K. **ILS Curriculum** – We continue to use ARISE Curriculum which we have on stock but need more, along with additional curriculum for other evidenced based practices such as Seeking Safety, DBT, trauma informed care and CSEC tools. The budget is for the additional curriculum to supplement what we already have, as well as school assessments. This will also include additional curriculum that enhances the skills staff are teaching in a given quarter as well as CSEC and trauma material plus employment tools. The Housing Navigator staff will evaluate and add relevant curriculum for their role as well.
- L. **CSEC Workshop** supplies include items such as pencils, clip boards, tickets, expo markers, art supplies, paper note pads, items for “ice breakers” and team building, cups, plates, forks, spoons, napkins, food and other related items needed to conduct a successful workshop.
- M. **EYS/Aftercare Education/Employment Fees** includes the costs to support emancipated youth with education and employment in the areas of work required costs, contracted services costs, housing assistance and other costs related to job training, employment assistance and legal assistances. Examples are from the All County Letter and include but are not limited to the following:

Work Required Costs

- a. Training.
- b. Clothing and/or uniforms.
- c. Tools.
- d. Professional/union dues.
- e. Costs incurred due to the job/interview process.
- f. Vocational/educational assessments.

Contracted Services Costs - examples of which include:

- a. Educational planning.
- b. Job preparation.
- c. Career assessment and development.
- d. Personal awareness.
- e. Life skills training.
- f. Financial aid workshops.
- g. Computer classes.

Housing Assistance Costs

- a. Food.
- b. Rent and/or utility deposits.
- c. Rent and/or utility charges.
- d. Moving expenses.

- e. Furniture and/or household items.
- f. Costs incurred through roommate network agencies.

Emancipated Youth Aftercare Costs

- a. Educational assistance.
- b. Educational counseling.
- c. Crisis counseling.
- d. Job placement and retention training.
- e. Vocational training.
- f. Legal assistance

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

- N. **Equipment** - We have existing equipment that we will continue to use for as long as they are efficient. This budget is for the replacement of older and slower equipment that the staff are currently utilizing. New laptops will increase the quality of the workshops as well which are provided on a Zoom platform. Video is also used within this format.
- O. **Incentives for students** – We firmly believe that incentives will help students take interest in the program and will encourage them to participate. Many may come in the beginning for the incentives but stay because of the impact of what they are learning and relationships with staff. Incentives improve outcomes. \$100 gift cards will be awarded to each eligible student for successful completion of quarter project. We estimate that an average of 300 participants will be eligible for the incentive each quarter and calculated the amount budgeted as follows: \$100 x 250 x 4 quarters for a total of \$100,000. It is very important for us to have students “be in the seat” (even if this means a virtual seat) so we not only incentivize them earning \$100 for completion of a quarter training but we also keep them interested by offering the following for an additional \$25,000 in our Incentive budget:
 - a. Weekly drawings for being there weekly (raffles)
 - b. \$25 gift cards for sustaining new job for 3 months or taking an additional skills class (e.g., Shades or Financial Fit)
 - c. Tablets for program completion
 - d. Raffle prizes – Youth who are actively participating in the THRIVE Program are eligible to receive the following incentives: raffle tickets for attendance and participation. Additionally, they are placed into a drawing for gift cards ranging in value from \$5 - \$25, movie tickets, seasonal items, and tangible items (i.e., headphones, and hygiene kits. During the workshops, the youth may also receive items that will help support them in practicing the skills they have obtained (i.e., day planner, grooming items, dress ties, prom dresses etc.)
 - e. Other incentives will be offered for those youth who have attended 9 out of 10 sessions if they have also earned 2 additional stamps through practicing skills at home and or completing an ILS task from their individualized ILS Plan
 - f. Golden Ticket for showing up to classes
 - g. At the Special Events, all the tickets a student has earned will count as raffle tickets for larger items that support independence and healthy lifestyle. Examples include gym memberships and exercise classes, an i-pad, tae-kwon do, make-overs, haircuts, gift cards to clothing stores and bookstores

- h. Graduation from the program celebrations include recognition as well as the Independence Box that our community partners have helped contribute to (a set of dishes, place setting for 4, kitchen towels and potholders, small appliances)
 - i. Incentives also cover expenses for the DPSS graduation party such as table and chair rentals, dessert, guest speaker, decorations, photo booth (graduation party and holiday party). Graduate incentives include gift bags, a book signed by all THRIVE staff, framed awards, and special dinner or a special outing
 - j. Given the pandemic, creative food incentive ideas currently being used. THRIVE staff are creating care packages, incorporating meal options such as cup of noodles, single meals, and some snacks as well as desserts. Since we are not in person the youth are missing our warm meals (and have repeatedly let us know that is the one meal a week they look forward to and count on). We are, therefore, encouraging them to eat together on screen during the Workshop. THRIVE staff have also incorporated extra food they could eat during the week. Youth have very positively responded to the care packages and have stated it makes them feel "loved and cared for". Additional feedback from youth has been that they "love" the care packages more than the gift card. Many of the youth are expressing more interest in this powerful incentive now and we are proud that we can remain creative and adaptive.
- P. **Incentive for securing & sustaining housing or Housing Assistance Costs** to assist in subsequent tracking of which needs were supported from the graduation incentive. It should be noted that the incentive should be viewed as funds that can be used in support of transitional and developmental needs in the quest toward independent adulthood rather than a "reward".
- Q. **CWSOIP / Graduation Incentives** - a \$300 special incentive will be paid to those youth who produce a HS Diploma or GED Certificate for FY 12/13 through FY 15/16 (up to a total of 100 youth). The plan will be to access this line item for those youth that have met the requirement and are 18 years of age. For those not yet 18, the student incentive line item will be used. The application form will include age and date of birth to assist in determining the appropriate line item to access. Further the form will include check boxes of the narrative categories listed above: **Work Required Costs**, **Contracted Services Costs** (see examples listed above).
- R. **Emergency funds to assist young adults** include the cost associated with responding to crisis and emergency need. Funds will be utilized primarily on providing emergency assistance that will support the goal of emancipation (education, employment, permanent housing, etc). Given that we can also draw upon resources we have developed in the community that we utilize for our Wraparound families and that we have some experience responding to crisis, we believe this is adequate and would primarily be used for bus passes, birth certificate/I.D. and activities that support independence, occasionally a motel voucher if needed but we would primarily want to access Safe Houses and other options first. There are times that we require emergency funds to schooling needs (interview clothing, schoolbooks, job uniform once employment is obtained). This takes on an "emergency nature" as the youth would promptly lose their job if unable to meet the basic expectation. Please note, however, that what we have found is that clothing, shelter, and food emergency needs often occur after hours and typical resources such as food banks close at 5 so we need to have some funds to manage crisis after hours.