

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

911



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
June 2, 2009

**SUBJECT: NIGHTENGALE MANOR EMERGENCY SHELTER SERVICES (HO 3180-00) and
COACHELLA VALLEY SHELTER AND OVERNIGHT SERVICES (HO 2118-00)**

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Chairman of the Board to sign the attached Agreements HO 3180-00 09/10 and HO 2118-00 09/10, between DPSS and Jewish Family Service of San Diego for \$851,241 for the period of July 1, 2009 through June 30, 2010;
2. Authorize the Purchasing Agent to sign ministerial amendments with Jewish Family Service of San Diego, not to exceed the maximum amount of the Agreement (\$851,241); and
3. Authorize the Director of DPSS to administer the agreement with Jewish Family Service of San Diego.

FORM APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna* 5/18/09
DATE: _____
LARISA R-MCKENNA
Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

Susan Loew

(CONTINUED – 2 pages in total)

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 851,241	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 851,241	Budget Adjustment:	No
	Annual Net County Cost:	\$ 851,241	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% County General Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Consent
 Policy
 Consent
 Policy
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: (7/31/07, #3.78), (9/2/08, #3.116) | **District:** 4 | **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.38

TO: BOARD OF SUPERVISORS

DATE: June 2, 2009

**SUBJECT: NIGHTENGALE MANOR EMERGENCY SHELTER SERVICES &
COACHELLA VALLEY SHELTER AND OVERNIGHT SERVICES**

BACKGROUND:

DPSS currently contracts with Jewish Family Service of San Diego (JFSSD) to operate two (2) emergency and cold weather shelter programs to homeless persons in the desert region of Riverside County.

The Coachella Valley Service and Overnight Shelter (CV-SOS) program accommodates 25 homeless individuals (up to 40 during the cold weather season) for up to ninety (90) days (60 day initial stay with 30 additional days provided as needed and for just cause). Transportation services are provided whereby CV-SOS staff transport homeless individuals from "pick-up" points throughout the Coachella Valley.

The Nightengale Manor Emergency Shelter program is located in the city of Palm Springs and accommodates up to forty-five (45) persons, including families for up to ninety (90) days (60 day initial stay with 30 additional days provided as needed and for just cause). No single men are allowed.

Currently, the Desert Resource Center (DRC), in North Palm Springs, is under construction. The building, located at 19-531 McLane Street, is being converted into a "one-stop" multi-service shelter that will provide housing (120 emergency shelter beds & a 25 bed safe haven for the chronically homeless) and supportive services to homeless individuals in the Coachella Valley. When DRC opens for service, it is our intent that both Nightengale Manor and CV-SOS will cease operations and the services and beds provided through these programs will also be moved to the DRC. Funding used to support Nightengale Manor and CV-SOS' programs will be reallocated to support the DRC. A service provider will be selected to operate the DRC in mid-summer 2009. Jewish Family Services of San Diego has expressed interest in serving as the operator of the DRC.

DPSS is requesting that these two contracts with JFSSD be renewed for an additional year, from July 1, 2009 through June 30, 2010, at the same funding levels as FY 08/09. A one year extension will allow continuity of current services as well as adequate transition time with the opening of the DRC.

FINANCIAL DATA:

The annual cost to the County for these services is \$851,241. Total contract cost and revenue are included in the FY 09/10 budget.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Contract HO 2118-00 09/10 between DPSS and Jewish Family Service of San Diego.
2. Contract HO 3180-00 09/10 between DPSS and Jewish Family Service of San Diego.

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

PROFESSIONAL SERVICES AGREEMENT: **HO 2118-00 09/10**

CONTRACTOR: **JEWISH FAMILY SERVICE OF SAN DIEGO**

AGREEMENT TERM: **July 1, 2009 THROUGH JUNE 30, 2010**

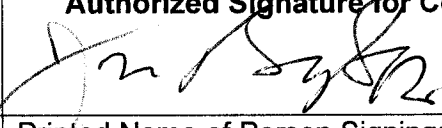
MAXIMUM REIMBURSABLE AMOUNT: **\$456,779**

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to contract for a single lead Provider to implement and coordinate the Coachella Valley Services and Overnight Shelter (CV-SOS) Services Program in the Coachella Valley;

WHEREAS, Jewish Family Service of San Diego is qualified to provide lead Provider services to implement and coordinate the Coachella Valley Services and Overnight Shelter (CV-SOS) Services Program in the Coachella Valley; and

WHEREAS, DPSS desires Jewish Family Service of San Diego hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor.

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

Authorized Signature for the Board:	Authorized Signature for Contractor: 
Printed Name of Person Signing:	Printed Name of Person Signing:
Jeff Stone	Jill Borg Spitzer
Title:	Title:
Chairman, Board of Supervisors	Executive Officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 8804 Balboa Ave. San Diego, CA 92123
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY:  5/18/09
 LARISA R-MCKENNA DATE

JEWISH FAMILY SERVICE OF SAN DIEGO

**COACHELLA VALLEY SERVICES AND OVERNIGHT SHELTER SERVICES
COORDINATOR**

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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List of Exhibits

- Exhibit A – HMIS Informed Consent and Release Form
- Exhibit B – ESG Homelessness Eligibility Certification
- Exhibit C – DPSS 2076A Form with Instructions
- Exhibit D – Sign-in sheet
- Exhibit E – Vendor Assurance of Compliance
- Exhibit F – Sample of monthly report of 12 universal fields
- Exhibit G – ESG Direct Benefit Worksheets

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "Bed night" is one bed per Customer per night.
- B. "Collaborating Entity" refers to Martha's Village and Episcopal Community Services, or other faith-based organizations or non-profit organizations that may assist with the provision of case management services.
- C. "CV-SOS" refers to the Coachella Valley Services and Overnight Shelter providing homeless referrals and services.
- D. "Critical incident" refers to any event that jeopardizes the safety of clients, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- E. "Customer" refers to a shelter seeker.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "Host" refers to local faith-based organizations (FBOs) or non-profit organizations that shall serve as collection points for clients in the Program and provider of case management services.
- H. "ESG" refers to the Emergency Shelter Grant Program. ESG funds are used to help operate emergency shelters, to provide essential support services to residents, and to help prevent at-risk families or individuals from becoming homeless.
- I. "HMIS" refers to the Homeless Management Information System, a computerized data collection system designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.
- J. "HUD" refers to the United States Department of Housing and Urban Development.
- K. "FBOs" refer to faith-based organizations offering overnight and temporary shelter on a rotating basis.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS staff to be the liaison between the Contractor and DPSS.
- B. 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.

III. CONTRACTOR RESPONSIBILITIES

The contractor will:

- A. Assign a liaison between the Contractor and DPSS.
- B. Provide the following shelter services:

1. Shelter

- a. Provide safe and comfortable housing and transportation to and from said housing free of charge for up to twenty-five (25) homeless individuals and families for up to ninety (90) days, consisting of a sixty- (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause, which must be documented. Customers seeking to reenter the shelter who have used their ninety (90) days within the previous six (6) calendar months shall not be served until all new customers have been served.

During the cold weather season, December 1st through April 15th, provide safe and comfortable housing and transportation to and from said housing free of charge for up to forty (40) homeless individuals and families, under the same guidelines as the preceding paragraph.

- b. Make available for each customer bed linens and towels for showering. Linens and towels should be washed in hot water and laundry detergent no less than once a week and upon a customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
- c. Provide a sleeping space that is not less than two (2) feet in any direction from another customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed choice of last resort. This condition may only be waived with prior DPSS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.

2. Meals

- a. Provide a morning and evening meal on site to all interested customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by Contractor for DPSS' review.
- b. The morning meal should include, at a minimum, breakfast snacks or a meal according to the host site's capabilities.
- c. The evening meal should include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.

- 3. Assist all interested customers with referral or access to services such as health care, social services, employment services, mainstream benefits programs (e.g., General Relief, Social Security; Supplemental Security Income; the Women, Infants and Children nutrition program; etc.), vocational services, legal assistance, etc.

4. Maintain case files on each customer that contain, at a minimum, detailed and legible case notes describing referrals made and progress gained during the customer's stay at the shelter. If a customer is not interested in receiving services this must be documented.
 5. Maintain written records on site of the following for DPSS' review:
 - a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
 - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
 6. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
 7. Ensure that customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
 8. Prohibit entry into the shelter when there is a reasonable suspicion that the client is intoxicated and/or under the influence of an illicit substance.
 9. Clear all clients through the California Sexual Offenders Registry, located on the California Office of the Attorney General website:
(<http://www.meganslaw.ca.gov/index.aspx?lang=ENGLISH>).
 10. Adequately staff the facility to administer the program. No less than two (2) staff members should be on any one work shift while customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.
 11. Participate in the Homeless Management Information System (HMIS). Maintain in each customer's paper case file the original signed HMIS Informed Consent and Release Form, attached hereto as **Exhibit A**, and incorporated herein by this reference.
 12. Complete and maintain in each customer's paper case file the Emergency Shelter Grant Program Homeless Eligibility Certification Form (attached hereto as **Exhibit B** and incorporated herein by this reference).
 13. Collect pertinent customer data regarding shelter usage as provided in Section V.Q, "Reporting."
 14. Participate regularly in the Continuum of Care meetings.
- C. Be legally liable for all aspects of the operation, including but not limited to:
1. Program operations
 2. Fiscal management
 3. Communication with the County regarding Hosts' activities

4. Oversight and management of all aspects of the contract requirements including finances
 5. Monitoring the implementation of program activities of Host centers
 6. Executing and terminating agreements with Host centers, if necessary
 7. Assuming full fiscal responsibility of contract and all other aspects of service provision and administration related to CV-SOS program
 8. Outreach to agencies to supply additional resources including increasing the number of FBOs participating in order to accommodate the number of prospective clients in the program.
- F. Notify DPSS Homeless Programs Unit, within a reasonable amount of time, of any critical incidents.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$456,779.

B. COST OF SERVICE RATE

The Contractor shall be paid a unit cost of **\$40.91** per bed night, regardless if the bed is occupied or not occupied.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
3. All completed claims must be submitted on a monthly basis, no later than thirty (30) calendar days after the end of each month in which services were provided. All claims submitted in a timely manner and completed shall be processed within forty-five (45) calendar days.
4. The Contractor shall submit Form DPSS 2076A (**Exhibit C**) following the instructions set forth on the Instructions for Form 2076A and the attached sign-in sheet (**Exhibit D**). Copies of these forms are attached hereto and incorporated herein by this reference for request of all payments.
5. Contractor may, under special circumstances, be required to submit actual receipts in lieu of the attached sign-in sheet (**Exhibit D**).

6. Each claiming period shall consist of a calendar month. Contractor invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

D. FINANCIAL RESOURCES

The Contractor warrants that the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain actual receipts, auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other agreement.

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

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

H. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2009 through June 30, 2010.

B. CONFLICT OF INTEREST

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

C. NOTICES

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

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

CONTRACTOR: Jewish Family Service of San Diego
8804 Balboa Avenue
San Diego, CA 92123

All reports shall be addressed as follows: contractreporting@riversidedpss.org and rpettet@riversidedpss.org. If the Contractor does not have access to e-mailing, then the Contractor shall mail all reports to the physical address listed above.

All mailed notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Homeless Programs Unit
4060 County Circle Drive
Riverside, CA 92503

D. CONFIDENTIALITY

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

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. 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.

F. RELIGIOUS PROHIBITION

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement, including, but not limited to, requiring a customer to attend any religious activity or instruction as a condition for receiving any services provided by this Agreement.

G. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance
The Contractor shall complete the *Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs*, attached hereto as **Exhibit E** and incorporated herein by this reference. The Contractor will sign and date Exhibit E and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race,

ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at www.dss.cahwnet.gov/pdf/pub13.pdf.

Civil Rights Complaints should be referred to:

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

3. 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:

- a. Denying a participant any service or benefit or availability of a facility.
- b. 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.
- c. 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.

4. 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.

H. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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

I. INSURANCE

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 during the term of this

Agreement.

Workers' Compensation:

If 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. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds."** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

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 Consultant'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 Consultant 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 at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence 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's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***
4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the 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.

J. LICENSES AND PERMITS

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

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

K. INDEPENDENT CONTRACTOR

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

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

L. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder shall be void and of no force or effect.

M. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

N. CHILD ABUSE REPORTING

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

O. DISCLOSURE OF INFORMATION RELEVANT TO CLIENT SAFETY

As stipulated in Penal Code Section 11105.3, the Contractor agrees to notify DPSS of any Contractor employee or volunteer staff that has been convicted of any crimes involving sex, drugs, or violence, or who are known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult customers. The procedures for notification are as follows:

- When such information becomes known to the Contractor, the Contractor shall immediately notify DPSS concerning any arrests or convictions, for anything other than minor traffic offenses or unsubstantiated allegations of child abuse, of any paid employee or volunteer staff.
- In the event that notification is made, DPSS will make the necessary contractual changes up to and including termination of this Agreement.

Failure to notify DPSS of the above is grounds for termination of this Agreement.

P. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

Q. REPORTING

1. Input the following required twelve (12) fields into HMIS:

The 12 fields are:

- a. Name
- b. Social Security Number, if available.
- c. Date of Birth
- d. Ethnicity
- e. Race
- f. Gender
- g. Veteran's Status
- h. Disabling Condition.
- i. Residence Prior to Program Entry
- j. Zip code of last permanent address.
- k. Program Entry date
- l. Program Exit date

The formats for the 12 fields are listed below:

- a. **Name:** 3 separate fields for: First Name, Middle Initial, Last Name. No special characters, only alpha characters.
- b. **Social Security Number** in xxx-xx-xxxx format.
- c. **Date of Birth** in mm/dd/yyyy format.
- d. **Ethnicity:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values. This notice can be found at www.hud.gov/offices/cpd/homeless/rulesandregs/fr4848-n-02.pdf
- e. **Race:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.
- f. **Gender:** Male, Female, Transgender, Unknown, Refused
- g. **Veteran's Status:** Yes / No
- h. **Disabling Condition:** Yes / No
- i. **Residence Prior to Program Entry:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.
- j. **Zip code of Last Permanent Address:** Numeric values only.
- k. **Program Entry Date** in mm/dd/yyyy format.
- l. **Program Exit Date** in mm/dd/yyyy format.

All data referenced above must be entered into HMIS on a daily basis or within 5 business days following the month in which the client was served; or, if previously authorized by the DPSS Homeless Programs Unit, it may be provided in a report (sample attached hereto and incorporated herein as by this reference as **Exhibit F**) in Microsoft Excel®, transferred to a compact disk and mailed by the tenth (10th) calendar day of the report month to:

DPSS Homeless Programs Unit
Attn: Homeless Administrative Manager
4060 County Circle Drive
Riverside, CA 92503

In addition, a copy can be e-mailed to the Contracts Administration Unit at the following address: contractreporting@riversidedpss.org

2. Complete and submit the ESG Direct Benefit Worksheets (attached hereto as **Exhibit G** and incorporated herein by this reference) to the DPSS Homeless Programs Unit, at the address provided above, by the tenth (10th) calendar day of the month following the report month.

R. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

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

T. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending DPSS' decision.

U. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given

V. TERMINATION

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

W. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

X. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

Y. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

EXHIBIT A

**JEWISH FAMILY SERVICE OF SAN DIEGO
HOMELESS MANAGEMENT INFORMATION SYSTEM
INFORMED CONSENT AND
RELEASE OF INFORMATION FORM**

I acknowledge that I have read or have had read to me the HMIS Procedures, Participation, and Procedures information. I further acknowledge that I have received a copy of the HMIS System Procedures, Participation, and Procedures Form and the Informed Consent and Release of Information Form.

I understand that all information gathered about me is personal and private and that I do not have to participate in the Network. I also understand that information about non-confidential services provided to me by a member of the Network may be shared with other members of the Network.

I authorize (Agency) _____,
as a Network member, to share my basic identifying information and non-confidential service information with other Network member organizations. I authorize that a copy of this original will serve as an original for the purposed stated above.

Client's Authorizing Signature

Date (d/m/y)

Client's Printed Name

Based on the above information, I authorize basic identifying information and non-confidential service transactions on my dependent(s) to be shared with the Network.

Legal Guardian's Authorizing Signature

Date (d/m/y)

Legal Guardian's Printed Name

- Shelter Stays
- Food
- Clothing
- Transportation
- Employment
- Housing
- Childcare
- TB Clearance Status
- Utility Assistance

Authorizing Person's Initials

Date (d/m/y)

HMIS NETWORK MEMBER AGENCIES:

(INSERT PARTICIPATING
ORGANIZATION NAMES BELOW)

Project Name: _____

File No.: _____

**EMERGENCY SHELTER GRANT PROGRAM
HOMELESSNESS ELIGIBILITY CERTIFICATION**

Project Year _____

Please Print

Name: _____

Address
or Mailing Address: _____

City & State: _____ Zip _____

1) **CATEGORY:** I certify that [I am/ my family is] homeless under 42 U.S.C. § 11302 guidelines.

___ Homeless

or

___ Domestic Violence

2) **FAMILY SIZE** (check ONLY one): 1 2 3 4 5 6 7 8

3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

Single race category

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Other Pacific Islander

Multi-race category

American Indian/Alaskan Native & White

Black/African American & White

Hispanic/Black/African American

Hispanic/American Indian/Alaskan Native

Hispanic/Native Hawaiian/Other Pacific Islander

Hispanic/American Indian/Alaskan Native & White

American Indian/Alaskan Native & Black/African American

Hispanic/American Indian/Alaskan Native & Black/African American

Other Multi-race (ONLY if, non-of-the-above categories identifies you).

Asian & White

Hispanic/White

Hispanic/Asian

Hispanic/Asian & White

Hispanic/Black/African American & White

4) **CERTIFICATION:**

I, _____, on _____ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

Project Name: _____

File No.: _____

**CERTIFICACION de ELEGIBILIDAD de FALTA DE VIVIENDA
de PROGRAMA de BECA de REFUGIO de EMERGENCIA**

Proyete Año _____

Nombre: _____

Direccion o la Dirección Postal: _____

Ciudad y Estado: _____ Codigo Postal _____

1) **CATEGORIA:** Certifico eso [soy/mi familia es] sin hogar bajo 42 U. S. C. 11302 pautas, o necesitan ayuda de prevenir la falta de vivienda de acuerdo con 42 U. S. C. (Un).

- Sin Hogar
- or
- Violencia doméstica

2) **NUMERO DE FAMILIA** (solamente uno): 1 2 3 4 5 6 7 8

3) **ETNECIDAD:** (Solamente seleccione una de las categorías de razas/multi-razas la cual lo describe a usted).

Categoría de raza individual

- White American Indian/Alaskan Native
- Black/African American Native Hawaiian/Other Pacific Islander
- Asian

Categoría de Multi-raza

- American Indian/Alaskan Native & White Asian & White
- Black/African American & White Hispanic/White
- Hispanic/Black/African American Hispanic/Asian
- Hispanic/American Indian/Alaskan Native Hispanic/Asian & White
- Hispanic/Native Hawaiian/Other Pacific Islander Hispanic/Black/African American & White
- Hispanic/American Indian/Alaskan Native & White
- American Indian/Alaskan Native & Black/African American
- Hispanic/American Indian/Alaskan Native & Black/African American
- Otro (solamente seleccione si ninguna de las categorías mencionadas se idenfican con su itnicidad)

4) **BENEFICIARIO:**

Yo, _____, en _____ (la Fecha), por la presente reconoce que ese requisito para la ayuda financió bajo el programa de ESG es basado sobre la falta de vivienda verdadera o ayuda de Prevención de Falta de vivienda bajo 42 U. S. C. 11302 o 42 U. S. C. 11374(a), respectivamente. Si busco ayuda de Prevención de Falta de vivienda, yo aún más por la presente certifico que tengo un ingresos calificativos de la familia, y el nivel de ingresos que he certificado a en esta auto-certificación es actual al la fecha firmada y puede ser susceptible a la comprobación adicional por el sub-recipiente de ESG, el Condado de Ribera, o de HUD. Yo por la presente autorizo tal comprobación y proporcionaré sosteniendo la documentación si solicitado.

Project Name: _____

File No.: _____

ESG Desk Guide Glossary

Homeless means as the term is defined in 42 U.S.C. 11302. "

- a. IN GENERAL. - For purposes of this Act, the term "homeless" or "homeless individual or homeless person" includes:
- (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
 - (2) an individual who has a primary nighttime residence that is:
 - A) supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - B) a institution that provides a temporary residence for individuals intended to be institutionalized; or
 - C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodations for human beings.
- b. INCOME ELIGIBILITY.- (1) IN GENERAL.-A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program
- c. EXCLUSION.- For purposes of this Act, the term "homeless" or "homeless individuals" does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law." (42 U.S.C. 11302)

<http://www.hud.gov/offices/cpd/homeless/library/esg/esgdeskguide/glossary.cfm>

CONTRACTOR PAYMENT REQUEST

EXHIBIT C

DPSS 2076A (Rev: APRIL, 2003)

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 _____ Zip Code _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

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

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

Unit of Service Payment \$ _____

_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____

Any questions regarding this request should be directed to:

_____ Name _____ Phone # _____

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

Authorized Signature Title Date

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

Business Unit (5)

Purchase Order # (10)

Invoice #

Account (6)

Amount Authorized

*Comments
if amount
authorized
is different
from amount
requested*

Fund (10)

Dept ID (10)

Program (5)

Program (If applicable) Date _____

Class (10)

Management Reporting Unit Date _____

Project/Grant (15)

Contracts Administration Unit Date _____

Vendor Code (10)

General Accounting Section Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076A

EXHIBIT C

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 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 Form 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

FORM DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

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

Homeless Shelter Program

SHELTER:

The information contained herein is important to the continued funding of this program. It is an important source of information about the homeless. Please help us by obtaining complete information. **THIS FORM** or a **COPY** must be turned in with your request for reimbursement of this program expenses.

First Name	Last Name	Signature	Date	Social Security Number
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

**CONTRACTOR, SUBCONTRACTOR, AND/OR VENDOR
ASSURANCE OF COMPLIANCE
WITH
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NON-DISCRIMINATION
IN
STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT

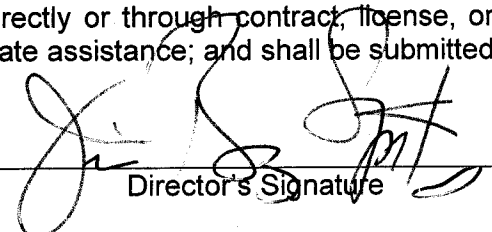
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, martial status, sex, age, or disability 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 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 11135-39, 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; and shall be submitted annually with the required Civil Rights Plan Update.

_____ Date



Director's Signature

_____ Address of Vendor/Recipient

Data Format and Requirements for Jewish Family Service of San Diego Shelter Program													
a		b	c	d	e	f	g	h	i	j	k		
First Name	Middle Initial	Last Name	DOB	SSN (Option a)	Ethnicity	Race	Gender	Veteran Status	Disabling Condition	Residence Prior to Program Entry	Zipcode of Last Permanent Address	Program Entry Date	Program Exit Date
John	A	Smith	10/24/1945	111-22-3333	Non-Hispanic / Non-Latino	white	Male	No	No	Place not meant for habitation	92503	12/10/2006	12/11/2006

- a - Name: Three separate and distinguishable fields will be used for (1) First Name (2) Middle Initial (3) Last Name. No special characters.
- b - SSN: Provided in 999-99-9999 format
- c - DOB: Date of Birth in mm/dd/yyyy format
- d - Ethnicity: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- e - Race: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- f - Gender: Male / Female / Transgender / Unknown / Refused
- g - Veteran Status: Yes / No
- h - Disabling Condition: Yes / No
- i - Residence Prior to Program Entry: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- j - Zipcode of Last Permanent Address: Numeric values only. If unknown, leave blank.
- k - Program Entry Date: mm/dd/yyyy format
- l - Program Exit Date: mm/dd/yyyy format

ESG Direct Benefit Worksheet

Exhibit G

ESG ACTIVITY: _____

FILE NO.: _____

The numbers for the following questions should be based on the annual number of persons served. (UNDUPLICATED)

2009 _____ to 2010 _____	31-Jul	31-Aug	30-Sep	30-Oct	30-Nov	31-Dec	31-Jan	28-Feb	31-Mar	30-Apr	31-May	30-Jun	TOTAL
													Actual (Unduplicated) No. Clients Served- Residential
RESIDENTIAL SERVICES - UNDUPLICATED Number of clients served monthly Adults (Actual numbers)													
Children (Actual numbers)													
NON-RESIDENTIAL SERVICES - UNDUPLICATED Actual number of clients served monthly:	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	Actual No. Clients Served- Non-residential
													Total Residential
													B.

Total Residential PLUS
Total Non Residential

ACTUAL NUMBER OF: (UNDUPLICATED)	No.		No.		No.		No.		No.		No.		No.		TOTAL per Column
	M		F		M		F		M		F		M		
	F	M	F	M	F	M	F	M	F	M	F	M	F	M	
Unaccompanied clients															0
18 and over															0
17 and under															0
Families with children headed by:															0
Single 18 and over															0
Single 17 and younger															0
Two parents -															0
18 and over															0
17 and under															0
Family (2 adults) with no children															0
Unduplicated Total															

Unduplicated Total

ETHNICITY - Record on page 3

Actual Number Served in a month ("ONLY" this category can be duplicated numbers)		No.
Chronically Homeless	Veterans	
Severely Mentally ill	Persons with HIV/AIDS	
Chronic Substance Abuse	Victims of Domestic Violence	
Other Disability	Elderly	

Program Manager Notes (Internal use ONLY):

ETHNICITY

ESG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served qualify at L/M income level

GRANT ALLOCATION

File No.: _____ Grant Yr: _____
 File No.: _____ Grant Yr: _____

Record ONLY the UNDUPLICATED number served.

Categories	IDIS	Jul-09	Aug	Sept	Oct	Nov	Dec	Jan-10	Feb	Mar	Apr	May	June	Total	Grand Total
Single race category															
a) White	11														
b) Black/African Amer.	12														
c) Asian	13														
d) Amer. Indian/Alaskan Native	14														
e) Native Hawaiian/Other Pacific Islander	15														
Multi-race category															
f) Amer. Indian/Alaskan Native & White	16														
g) Asian & White	17														
h) Black/African Amer. & White	18														
i) Amer. Indian/Alaskan Native & Black/African Amer.	19														
j) Hispanic/White															
k) Hispanic/Black/African American															
l) Hispanic/Asian															
m) Hispanic/American Indian/Alaskan Native															
n) Hispanic/Native Hawaiian/Other Pacific Islander															
o) Hispanic/American Indian/Alaskan Native & White															
p) Hispanic/Asian & White															
q) Hispanic/Black/African American & White															
r) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer.															
s) Other (multi-race only)	20														
Total Number Ethnicity Served															

C.

Instructions: Do not write in gray areas.
 When choosing a category, choose ONLY one category that best identifies a specific client being served.
 Attach a second sheet to report your monthly and projected accomplishments.

Please do not add additional categories. Thank you

	a) White	b) Black/African Amer.	c) Asian	d) Amer. Indian/Alaskan Native	e) Native Hawaiian/Other Pacific Islander	f) Amer. Indian/Alaskan Native & White	g) Asian & White	h) Black/African Amer. & White	i) Amer. Indian/Alaskan Native & Black/African Amer.	j) Hispanic/White	k) Hispanic/Black/African American	l) Hispanic/Asian	m) Hispanic/American Indian/Alaskan Native	n) Hispanic/Native Hawaiian/Other Pacific Islander	o) Hispanic/American Indian/Alaskan Native & White	p) Hispanic/Asian & White	q) Hispanic/Black/African American & White	r) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer.	s) Other (multi-race only)
1																			
2																			
3																			
4																			
5																			
6																			
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34																			
35																			
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

PROFESSIONAL SERVICES AGREEMENT: **HO 3180-00 09/10**

CONTRACTOR: **JEWISH FAMILY SERVICE OF SAN DIEGO**

AGREEMENT TERM: **JULY 1, 2009 THROUGH JUNE 30, 2010**


MAXIMUM REIMBURSABLE AMOUNT: **\$394,462**

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide emergency housing services;

WHEREAS, Jewish Family Service of San Diego is qualified to provide emergency housing services;

WHEREAS, DPSS desires Jewish Family Service of San Diego, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor; and

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

Authorized Signature for Board of Supervisors:	Authorized Signature for Contractor: 
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Jill Borg Spitzer
Title: Chairman, Board of Supervisors	Title: Executive Officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 8804 Balboa Avenue San Diego, CA 92123
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY:  5/18/09
 LARISA R-MCKENNA DATE

JEWISH FAMILY SERVICE OF SAN DIEGO

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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List of Exhibits

- Exhibit A – HMIS Informed Consent and Release Form
- Exhibit B – DPSS 2076A Form with Instructions
- Exhibit C – Sign-in sheet
- Exhibit D – Vendor Assurance of Compliance
- Exhibit E – Sample of monthly report of 12 universal fields

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "Bed night" is one bed per Customer per night.
- B. "Critical incident" refers to any event that jeopardizes the safety of clients, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- C. "Customer" refers to homeless mothers with children and fathers with children eligible for services at Nightengale Manor.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- E. "HMIS System" refers to the DPSS web-based Homeless Management Information System connectivity. It is a computerized system designed to capture customer-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.
- F. "HUD" refers to the United States Department of Housing and Urban Development.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS staff to be the liaison between the Contractor and DPSS.
- B. 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.

III. CONTRACTOR RESPONSIBILITIES

The Contractor will:

- A. Assign Contractor staff to be the liaison between the DPSS and the Contractor.
- B. Provide the following shelter services:
 - 1. Shelter
 - a. Provide emergency housing services for up to forty-five (45) homeless mothers with children and fathers with children free of charge for up to ninety (90) days, consisting of a sixty- (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause, which must be documented. Customers seeking to reenter the shelter who have used their ninety (90) days within the previous six (6) calendar months shall not be served until all new customers have been served.

- b. Make available for each customer bed linens and towels for showering. Linens and towels should be washed in hot water and laundry detergent no less than once a week and upon a customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
2. Meals
 - a. Provide a morning and evening meal on site to all interested customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by Contractor for DPSS' review.
 - b. The morning meal should include, at a minimum, hot and cold beverages and cereal or pastry.
 - c. The evening meal should include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.
3. Assist all interested customers with referral or access to services such as health care, social services, employment services, mainstream benefits programs (e.g., General Relief, Social Security; Supplemental Security Income; the Women, Infants and Children nutrition program; etc.), vocational services, legal assistance, etc.
4. Maintain case files on each customer that contain, at a minimum, detailed and legible case notes describing referrals made and progress gained during the customer's stay at the shelter. If a customer is not interested in receiving services this must be documented.
5. Maintain written records on site of the following for DPSS' review:
 - a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
 - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
6. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
7. Maintain and post in a conspicuous place a customer grievance procedure.
8. Ensure that customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
9. Prohibit entry into the shelter when there is a reasonable suspicion that the client is intoxicated and/or under the influence of an illicit substance.
10. Clear all clients through the California Sexual Offenders Registry, located on the California Office of the Attorney General website:
(<http://www.meganslaw.ca.gov/index.aspx?lang=ENGLISH>).

11. Adequately staff the facility to administer the program. Staff shall be trained at least annually on emergency first aid, conflict resolution techniques and issues related to cultural diversity/sensitivity.
 12. Participate in the Homeless Management Information System (HMIS). Maintain in each customer's paper case file the original signed HMIS Informed Consent and Release Form, attached hereto as **Exhibit A**, and incorporated herein by this reference.
 13. Collect pertinent customer personal data and shelter usage as provided under the "Reporting" Section V.Q. of this agreement.
 14. Participate regularly in the Continuum of Care meetings.
- C. Maintain Nightengale Manor Facility
- The Contractor will maintain the facility and be responsible for all required maintenance and minor repairs; and pay all utility costs.
- D. Notify DPSS Homeless Programs Unit, within a reasonable amount of time, of any critical incidents.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$394,462.

B. COST OF SERVICE RATE

The Contractor shall be paid a unit cost of **\$24.01** per bed night for forty-five (45) beds, regardless if the bed is occupied or not occupied.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. 1. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation of actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
3. All completed claims must be submitted on a monthly basis, no later than thirty (30) calendar days after the end of each month in which services were provided. All claims submitted in a timely manner and completed shall be processed within forty-five (45) calendar days.
4. The Contractor shall submit Form DPSS 2076A (**Exhibit B**) following the instructions set forth on the Instructions for Form 2076A and the attached sign-in sheet (**Exhibit C**). Copies of these forms are attached hereto and incorporated herein by this reference for request of all payments.

5. Each claiming period shall consist of a calendar month. Contractor invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

D. FINANCIAL RESOURCES

The Contractor warrants that the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain actual receipts, auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other agreement.

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

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

H. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2009 through June 30, 2010.

B. CONFLICT OF INTEREST

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

C. NOTICES

All reports shall be addressed as follows: contractreporting@riversidedpss.org and rpettet@riversidedpss.org. If the Contractor does not have access to e-mailing, then the Contractor shall mail all notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement to the physical address below:

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

CONTRACTOR: Jewish Family Service of San Diego
8804 Balboa Avenue
San Diego, CA 92123

All reports shall be addressed as follows: contractreporting@riversidedpss.org and rpettet@riversidedpss.org. If the Contractor does not have access to e-mailing, then the Contractor shall mail all reports to the physical address listed above.

All mailed notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Homeless Programs Unit
4060 County Circle Drive
Riverside, CA 92503

D. CONFIDENTIALITY

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

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. 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.

F. CLIENT CIVIL RIGHTS COMPLIANCE

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

from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at www.dss.cahwnet.gov/pdf/pub13.pdf.

Civil Rights Complaints should be referred to:

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

3. 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:

- a. Denying a participant any service or benefit or availability of a facility.
- b. 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.
- c. 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.

4. 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.

G. RELIGIOUS PROHIBITION

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement, including, but not limited to, requiring a customer to attend any religious activity or instruction as a condition for receiving any services provided by this Agreement.

H. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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

I. INSURANCE

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 during the term of this Agreement.

Workers' Compensation:

If 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. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds."** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

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 Consultant'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 Consultant 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 at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence 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's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the 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.

J. LICENSES AND PERMITS

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

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

K. INDEPENDENT CONTRACTOR

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

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any

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

L. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder shall be void and of no force or effect.

M. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

N. DISCLOSURE OF INFORMATION RELEVANT TO CLIENT SAFETY

As stipulated in Penal Code Section 11105.3, the Contractor agrees to notify DPSS of any Contractor employee or volunteer staff that has been convicted of any crimes involving sex, drugs, or violence, or who are known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult customers. The procedures for notification are as follows:

- When such information becomes known to the Contractor, the Contractor shall immediately notify DPSS concerning any arrests or convictions, for anything other than minor traffic offenses or unsubstantiated allegations of child abuse, of any paid employee or volunteer staff.
- In the event that notification is made, DPSS will make the necessary contractual changes up to and including termination of this Agreement.

Failure to notify DPSS of the above is grounds for termination of this Agreement.

O. CHILD ABUSE REPORTING

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

P. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse

should be immediately reported to DPSS, followed by a written report within two (2) working days.

Q. REPORTING

Input the following required twelve (12) fields into HMIS:

1. The 12 fields are:

- a. Name
- b. Social Security Number, if available.
- c. Date of Birth
- d. Ethnicity
- e. Race
- f. Gender
- g. Veteran's Status
- h. Disabling Condition.
- i. Residence Prior to Program Entry
- j. Zip code of last permanent address.
- k. Program Entry date
- l. Program Exit date

2. The formats for the 12 fields are listed below:

- a. **Name:** 3 separate fields for: First Name, Middle Initial, Last Name. No special characters, only alpha characters.
- b. **Social Security Number** in xxx-xx-xxxx format.
- c. **Date of Birth** in mm/dd/yyyy format.
- d. **Ethnicity:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values. This notice can be found at www.hud.gov/offices/cpd/homeless/rulesandregs/fr4848-n-02.pdf
- e. **Race:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.
- f. **Gender:** Male, Female, Transgender, Unknown, Refused
- g. **Veteran's Status:** Yes / No
- h. **Disabling Condition:** Yes / No
- i. **Residence Prior to Program Entry:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.
- j. **Zip code of Last Permanent Address:** Numeric values only.
- k. **Program Entry Date** in mm/dd/yyyy format.
- l. **Program Exit Date** in mm/dd/yyyy format.

All data referenced above must be entered into HMIS on a daily basis or within 5 business days following the month in which the client was served; or, if previously authorized by the DPSS Homeless Programs Unit, it may be provided in a report (sample attached hereto and incorporated herein as by this reference as **Exhibit E**) in Microsoft Excel®, transferred to a compact disk and mailed by the 10th calendar day of the report month to:

DPSS Homeless Programs Unit
Attn: Homeless Administrative Manager
4060 County Circle Drive
Riverside, CA 92503

In addition, a copy can be e-mailed to the Contracts Administration Unit at the following address: contractreporting@riversidedpss.org.

R. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

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

T. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending DPSS' decision.

U. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may

immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given

V. TERMINATION

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

W. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

X. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

Y. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

EXHIBIT A

**JEWISH FAMILY SERVICE OF SAN DIEGO
HOMELESS MANAGEMENT INFORMATION SYSTEM
INFORMED CONSENT AND
RELEASE OF INFORMATION FORM**

I acknowledge that I have read or have had read to me the HMIS Procedures, Participation, and Procedures information. I further acknowledge that I have received a copy of the HMIS System Procedures, Participation, and Procedures Form and the Informed Consent and Release of Information Form.

I understand that all information gathered about me is personal and private and that I do not have to participate in the Network. I also understand that information about non-confidential services provided to me by a member of the Network may be shared with other members of the Network.

I authorize (Agency) _____,
as a Network member, to share my basic identifying information and non-confidential service information with other Network member organizations. I authorize that a copy of this original will serve as an original for the purposed stated above.

Client's Authorizing Signature

Date (d/m/y)

Client's Printed Name

Based on the above information, I authorize basic identifying information and non-confidential service transactions on my dependent(s) to be shared with the Network.

Legal Guardian's Authorizing Signature

Date (d/m/y)

Legal Guardian's Printed Name

- Shelter Stays
- Food
- Clothing
- Transportation
- Employment
- Housing
- Childcare
- TB Clearance Status
- Utility Assistance

Authorizing Person's Initials

Date (d/m/y)

HMIS NETWORK MEMBER AGENCIES:

(INSERT PARTICIPATING
ORGANIZATION NAMES BELOW)

CONTRACTOR PAYMENT REQUEST

EXHIBIT B

DPSS 2076A (Rev: APRIL, 2003)

**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 Zip Code

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

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

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

Unit of Service Payment \$ _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

Any questions regarding this request should be directed to:

_____ Name Phone #

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

_____ Authorized Signature Title Date

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

Business Unit (5)

Account (6)

Fund (10)

Dept ID (10)

Program (5)

Class (10)

Project/Grant (15)

Vendor Code (10)

Purchase Order # (10)

Invoice #

Amount Authorized
Comments
if amount _____
authorized _____
is different _____
from amount _____
requested _____

Program (If applicable) Date

Management Reporting Unit Date

Contracts Administration Unit Date

General Accounting Section Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076A

EXHIBIT B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 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 Form 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

FORM DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

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

Homeless Shelter Program

SHELTER:

The information contained herein is important to the continued funding of this program. It is an important source of information about the homeless. Please help us by obtaining complete information. **THIS FORM** or a **COPY** must be turned in with your request for reimbursement of this program expenses.

	First Name	Last Name	Signature	Date	Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

**CONTRACTOR, SUBCONTRACTOR, AND/OR VENDOR
ASSURANCE OF COMPLIANCE
WITH
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NON-DISCRIMINATION
IN
STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT

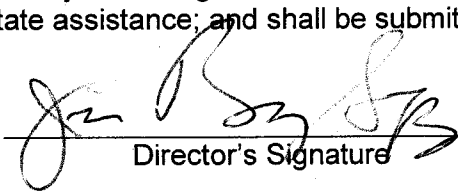
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, martial status, sex, age, or disability 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 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 11135-39, 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; and shall be submitted annually with the required Civil Rights Plan Update.

Date



Director's Signature

Address of Vendor/Recipient

Data Format and Requirements for Jewish Family Service of San Diego Shelter Program													
Sample Data:													
a	b	c	d	e	f	g	h	i	j	k			
First Name	Middle Initial	Last Name	DOB	SSN (Option all)	Ethnicity	Race	Gender	Veteran Status	Disabling Condition	Residence Prior to Program Entry	Zipcode of Last Permanent Address	Program Entry Date	Program Exit Date
John	A	Smith	10/24/1945	111-22-3333	Non-Hispanic / Non-Latino	white	Male	No	No	Place not meant for habitation	92503	12/10/2006	12/11/2006

- a - Name: Three separate and distinguishable fields will be used for (1) First Name (2) Middle Initial (3) Last Name. No special characters.
- b - SSN: Provided in 999-99-9999 format
- c - DOB: Date of Birth in mm/dd/yyyy format
- d - Ethnicity: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- e - Race: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- f - Gender: Male / Female / Transgender / Unknown / Refused
- g - Veteran Status: Yes / No
- h - Disabling Condition: Yes / No
- i - Residence Prior to Program Entry: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- j - Zipcode of Last Permanent Address: Numeric values only. If unknown, leave blank.
- k - Program Entry Date: mm/dd/yyyy format
- l - Program Exit Date: mm/dd/yyyy format