

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

836



**FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**SUBMITTAL DATE:**  
February 9, 2010

**SUBJECT: PROFESSIONAL SERVICE AGREEMENT WITH COACHELLA VALLEY  
ASSOCIATION OF GOVERNMENTS [HO-01500]**

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

1. Authorize the Chairman of the Board to sign the attached Agreement [HO-01500] between DPSS and Coachella Valley Association of Governments for the operation of Roy's Desert Resource Center, in the amount of \$2,437,766, for the period of December 22, 2009 through June 30, 2012;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed the maximum reimbursable amounts for each fiscal year of the Agreement [Year 1: \$735,284; Year 2: \$851,241; Year 3: \$851,241]; and
3. Authorize the Director of DPSS to administer the Agreement with Coachella Valley Association of Governments.

*Susan Loew*

Susan Loew, Director

(CONTINUED – 2 pages in total)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 735,284	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 735,284	Budget Adjustment:	No
	Annual Net County Cost:	\$ 851,241	For Fiscal Year:	09-10

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

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

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *Larisa R-Mckenna*  
DATE: \_\_\_\_\_  
LARISA R-MCKENNA  
Departmental Concurrence

Purchasing: *Mark Sefler*  
Mark Sefler, Assistant Director

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

**Prev. Agn. Ref.:** (2/24/09, #3.37) | **District:** 4 | **Agenda Number:**

**3.43**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**TO: BOARD OF SUPERVISORS**

**DATE:** February 9, 2010

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS [HO-01500]**

**BACKGROUND:**

Roy's Desert Resource Center (RDRC), named in honor of Fourth District Supervisor-emeritus, Roy Wilson, in Palm Springs, opened for operation on December 22, 2009. The building, located at 19-531 McLane Street, was converted into a "one-stop" multi-service shelter that provides housing (90 emergency shelter beds for the homeless) and supportive services to the homeless and individuals at risk of homelessness in the western Coachella Valley.

An initiative of the Coachella Valley Associations of Governments (CVAG), RDRC's annual operating budget will be shared among the nine (9) valley cities and the County. Cities have been asked to contribute approximately \$103,000 each year and have been asked to maintain this commitment for at least ten (10) years. The County's share of cost is not new or additional annual funding. Instead, two (2) smaller sheltering programs were merged into the RDRC when it opened and the funding from those programs has been reallocated to CVAG's RDRC.

At this time, DPSS is requesting to be authorized to contract with CVAG—operator of Roy's Desert Resource Center—to assist in offsetting the cost of operations, information technology, transportation, supportive services, and administration.

**FINANCIAL DATA:** 100% County General Fund. Funding amounts for the three (3) year Agreement term is broken down as follows: Year 1: \$735,284; Year 2: \$851,241; Year 3: \$851,241. The total Agreement amount is \$2,437,766 and is included in the DPSS budget.

**CONCUR/EXECUTE:** County Purchasing

**ATTACHMENTS:** Agreement [HO-01500] between DPSS and the Coachella Valley Association of Governments [3 copies]

SL:mr

**RIVERSIDE COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT:** HO-01500

**CONTRACTOR:** COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

**AGREEMENT TERM:** DECEMBER 22, 2009 – JUNE 30, 2012

**MAXIMUM REIMBURSABLE AMOUNT:** \$2,437,766

**WHEREAS**, the Department of Public Social Services hereinafter referred to as DPSS, desires to assist the Coachella Valley Association of Governments ("CVAG") in funding required for the coordination and oversight of emergency housing and supportive services at Roy's Desert Resource Center;

**WHEREAS**, CVAG is qualified to coordinate and oversee emergency housing and supportive services at Roy's Desert Resource Center; and

**WHEREAS**, DPSS desires to assist with the funding for CVAG's subcontractor, currently designated as the Jewish Family Service of San Diego, hereinafter referred to as the Sub-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 Sub-Contractor.

**NOW THEREFORE**, DPSS and CVAG do hereby covenant and agree that CVAG shall oversee and supervise the Sub-Contractor to ensure that the below described services are provided, for which DPSS provide monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

<b>Authorized Signature for Board:</b>	<b>Authorized Signature for Contractor:</b>
Printed Name of Person Signing:  Marion Ashley	Printed Name of Person Signing:  Tom Kirk
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 73-710 Fred Waring Drive, Suite #200 Palm Desert, CA 92260
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL  
BY:   
LARISA R-MCKENNA DATE

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

**PROFESSIONAL SERVICES AGREEMENT**

**TERMS AND CONDITIONS**

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List of Exhibits

- Exhibit A – HMIS Informed Consent Form
- Exhibit B – DPSS Forms 2076A & 2076B (with Instructions)
- Exhibit C – Sign-In Sheet
- Exhibit D – Client Intake Form
- Exhibit E – Vendor Assurance of Compliance

**I. ABBREVIATIONS/DEFINITIONS**

- A. "Bed night" is one bed per Customer per night.
- B. "Continuum of Care (CoC)" shall mean a coordinated approach at the local level to deliver services to persons who are homeless. A CoC generally includes a full range of emergency, transitional, and permanent housing and service resources to address the various needs of homeless persons.
- C. "CVAG" or "Contractor" shall mean the Coachella Valley Association of Governments.
- 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. "Client" refers to individuals and families eligible for services at RDRC.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "HMIS" refers to the web-based Homeless Management Information System connectivity maintained by the Riverside County Department of Public Social Services. It is a computerized system designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.
- H. "RDRC" refers to Roy's Desert Resource Center, located at 19-531 McLane Street in North Palm Springs.
- I. "HUD" refers to the United States Department of Housing and Urban Development.
- J. "Sub-Contractor" shall refer to the entity with which CVAG shall contract for the performance of the below described services. Currently, the Sub-Contractor is Jewish Family Service of San Diego.

**II. DPSS RESPONSIBILITIES**

- A. DPSS will:
  - 1. Assign DPSS staff to be the liaison between the CVAG and DPSS.
  - 2. Monitor the performance of CVAG in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of CVAG through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and CVAG self-monitoring.

**III. CVAG RESPONSIBILITIES**

CVAG will coordinate and oversee the following to ensure that all subcontractors are meeting the provisions described below:

- A. Assign a liaison between the CVAG and DPSS.
- B. Ensure that Sub-Contractor provides the following shelter services:

## 1. Shelter

- a. Provide bed capacity for up to 60 homeless men and up to 60 homeless women and children free of charge for homeless individuals and families for up to one-hundred and twenty (120) days, consisting of a ninety (90) consecutive day initial stay with thirty (30) additional consecutive days of extended stay as needed and for good cause, which must be documented. Clients seeking to re-enter 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.
- 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. Provide a sack lunch to all interested clients 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 Sub-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. Provide limited transportation to and from the RDRC to a central drop-off point in Palm Springs to be determined by CVAG. Sub-Contractor will provide a minimum of four (4) round-trips daily.
  4. 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.
  5. Provide security through Sub-Contractor staff from 7:00 am to 11:00 pm daily.
  6. 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.

7. 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.
  8. Post shelter rules, guidelines, and customer grievance procedures, in English and Spanish, in a conspicuous place.
  9. Make all reasonable efforts to 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.
  10. Prohibit entry into the shelter, and offer redirection of other appropriate resources, when there is a reasonable suspicion that the client is intoxicated and/or under the influence of an illicit substance.
  11. 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>).
  12. Adequately staff the facility to administer the program. Staff shall be trained at least annually on emergency first aid. At least on an annual basis, staff shall receive training in Conflict Resolution techniques and issues related to cultural diversity/sensitivity.
  13. 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. In the event a client declines to sign this form, case manager should note accordingly in the client's paper case file.
  14. Collect pertinent customer data regarding shelter usage as provided in Section V.D, "Reporting."
  15. 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 RDRC activities
  4. Oversight and management of all aspects of the contract requirements including finances
  5. Monitoring the implementation of program activities
  6. Executing and terminating agreements with subcontractors, if necessary



7. Assuming full fiscal responsibility of contract and all other aspects of service provision and administration related to the RDRC.

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 \$2,437,766. The maximum reimbursable amount for fiscal year 2009-10 is \$735,284. The maximum reimbursable amount for each of the subsequent fiscal years [2010-11 and 2011-12] is \$851,241, respectively.

##### B. LINE-ITEM BUDGET

The line-item budget for \$250,000 provided below is for start-up expenses to be claimed in FY 2009-10 only. The remaining funding for fiscal year FY 2009-10 will be expended through a bed night rate, outlined in Section IV.C.

Description	Budget
Operations (furnishings, equipment, supplies, etc.)	\$90,000
Computers (software, hardware, telecommunication, etc.)	\$30,000
Vehicles	\$130,000
<b>Total</b>	<b>\$250,000</b>

##### C. COST OF SERVICE RATE

For fiscal years 2009-10 [\$485,284], 2010-11 [\$851,241] and 2011-12 [\$851,241], the Contractor shall be paid a unit cost of \$51.00 per bed night for up to one-hundred and twenty [120] beds, regardless if the bed is occupied or not occupied.

##### D. PRELIMINARY NUMBER TO BE SERVED

The parties acknowledge that the costs and numbers of Clients to be served are the result of good faith estimates for a new program. Either party may request an amendment of this Agreement if it is subsequently determined that the actual costs and/or numbers vary from the original estimates, whereupon the parties will negotiate in good faith an adjustment of the per unit compensation. However, CVAG shall continue to perform consistent with the terms of this Agreement until either (a) a mutually agreeable amendment has been executed by all parties or (b) this Agreement is terminated as otherwise provided herein below.

##### E. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

- CVAG will be paid the actual amount of each monthly invoice for payment submitted by the Sub-Contractor. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- 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 forty-five (45) 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 sixty (60) calendar days.
4. CVAG shall require the Sub-Contractor to submit DPSS Forms 2076A and 2076B (**Exhibit B**) following the instructions set forth on the Instructions for Form 2076A and 2076B 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. CVAG may be required to obtain from Sub-Contractor, under special circumstances, actual receipts in lieu of the attached sign-in sheet (**Exhibit C**).
6. Each claiming period shall consist of a calendar month. CVAG shall forward Sub-Contractor's invoice estimates for May and June 2010 no later than June 7, 2010. Actual Sub-Contractor invoices for May and June 2010 are due no later than July 30, 2010.
7. CVAG may reallocate, at its discretion, up to 10% between line-item categories, if all of the following conditions are met:
  - a. The total amount of the Agreement does not change;
  - b. CVAG delivers a written request to DPSS that adequately documents the need for a change and specifically identifies the line-item categories to be reduced/increased;
  - c. The modification will not reduce any category or line-items below 20% of the original budgeted amount; and
  - d. Budget modification requests are submitted to DPSS no later than forty-five (45) days prior to end of the operating year.
  - e. The Riverside County Board of Supervisors approves the modification.

#### F. FINANCIAL RESOURCES

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

#### G. RECORDS, INSPECTIONS, AND AUDITS

1. CVAG shall require the Sub-Contractor to, and shall itself, maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. CVAG shall require the Sub-Contractor to, and shall itself maintain these records for five (5) 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 five (5) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should CVAG or the Sub-Contractor disagree with any audit conducted by DPSS, CVAG and/or the Sub-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. Neither CVAG nor the Sub-Contractor shall be reimbursed by DPSS for such an audit.
5. In the event the Sub-Contractor does not make available its books and financial records at the location where they are normally maintained, CVAG shall require the Sub-Contractor, pursuant to the terms of the subcontract, to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

#### H. SUPPLANTATION

CVAG shall require that the Sub-Contractor shall not, and CVAG for itself warrants that it 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. CVAG shall require that the Sub-Contractor shall not, and CVAG for itself warrants that it 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. CVAG shall require that the Sub-Contractor, and CVAG for itself warrants 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.

#### I. DISALLOWANCE

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

**J. CAPITAL EQUIPMENT**

1. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to CVAG that have a single unit cost of at least \$1,000, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, CVAG shall require Sub-Contractor to immediately return any items of capital equipment to the DPSS or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS. The Contractor further agrees to require the Sub-Contractor to do the following:
  - a. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
  - b. To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS within ten (10) days of any request therefore; and
  - c. To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.
2. The purchase of any capital equipment by CVAG and/or Sub-Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to CVAG's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by CVAG if prior approval has not been obtained from DPSS.

**K. AVAILABILITY OF FUNDING**

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds.

**V. GENERAL PROVISIONS****A. EFFECTIVE PERIOD**

This Agreement is effective December 22, 2009 through June 30, 2010, with two (2) one-year renewal options.

**B. CONFLICT OF INTEREST**

CVAG warrants for itself, and shall also require that the Sub-Contractor and its 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:

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

**CVAG:** Coachella Valley Association of Governments  
73-710 Fred Waring Drive, Suite 200  
Palm Desert, CA 92260

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

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

## D. REPORTING

1. Input the following required data fields into HMIS:

The Universal Data Elements are:

1. Name
2. Social Security Number, if available
3. Date of Birth
4. Race
5. Ethnicity
6. Gender
7. Veteran's Status
8. Disabling Condition
9. Residence Prior to Program Entry
10. Zip code of last permanent address.
11. Housing Status
12. Enrollment (Program) Entry date
13. Enrollment (Program) Exit date
14. Unique Person Identification Number
15. Household Identification Number
16. Bed Check-in (Housing Tab)

The Program-Specific Data Elements are:

1. Income and Sources
2. Non-Cash Benefits
3. Physical Disability
4. Development Disability

5. Chronic Health Condition
6. HIV/AIDS
7. Mental Health
8. Substance Abuse
9. Domestic Violence
10. Services Provided
11. Destination (at exit)

A sample Universal Data Intake Form is attached hereto as **Exhibit D**, and incorporated herein by this reference.

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 an encrypted report in Microsoft Excel®, transferred to a compact disk and mailed by the (10<sup>th</sup>) calendar day of the report month to:

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

The required data elements may be modified at any time pursuant to HUD directives and/or regulations.

#### E. CONFIDENTIALITY

CVAG shall require the Sub-Contractor to, and CVAG for itself warrants that it shall, maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

#### F. EMPLOYMENT PRACTICES

1. CVAG shall require that the Sub-Contractor shall not, and CVAG for itself agrees that it 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 California Fair Employment Housing Act (commencing with Section 12900 et seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, CVAG shall require that the Sub-Contractor shall certify and comply with, and CVAG for itself agrees that it 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.

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.

#### G. RELIGIOUS PROHIBITION

CVAG shall provide in its subcontract that there shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of the services contemplated in 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. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance

CVAG shall require the Sub-Contractor to 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 Sub-Contractor will sign and date **Exhibit E** and return it to DPSS along with the executed Contract. CVAG shall require the Sub-Contractor to 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

CVAG shall require the Sub-Contractor to 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 Sub-Contractor's personnel. CVAG shall require the Sub-Contractor to 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](http://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

CVAG shall require that the Sub-Contractor shall not, and CVAG for itself agrees that it 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

CVAG shall require Sub-Contractor to make all reasonable efforts to 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.

#### I. HOLD HARMLESS/INDEMNIFICATION

CVAG shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, 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 CVAG, 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 and resulting from any reason whatsoever arising from the performance of CVAG, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CVAG 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 all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CVAG, CVAG 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 CVAG's indemnification to County as set forth herein. CVAG's obligation to defend, indemnify and hold harmless County shall be subject to County having given CVAG written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CVAG's expense, for the defense or settlement thereof. CVAG's obligation hereunder shall be satisfied when CVAG 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 the Agreement shall in no way limit or circumscribe CVAG'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 CVAG from indemnifying the County to the fullest extent allowed by law.

## J. INSURANCE

Without limiting or diminishing CVAG's obligation to indemnify or hold the County harmless, CVAG shall procure and maintain, and cause Sub-contractor to procure and maintain, each at its sole cost and expense, the following insurance coverage during the term of this Agreement.

### Workers' Compensation:

If CVAG has employees as defined by the State of California, CVAG 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 CVAG'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, Sub-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, CVAG shall require the Sub-Contractor to 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 Sub-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, CVAG shall require Sub-Consultant to purchase at its 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 Sub-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 CVAG's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CVAG shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall 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. CVAG'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, CVAG'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. CVAG 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. **CVAG 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 CVAG'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 CVAG has become inadequate.
6. CVAG 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. CVAG 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.

#### K. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors, CVAG shall require all Sub-Contractors to be licensed, if required, in accordance with the laws of this State and any Sub-Contractor not so licensed is subject to the penalties imposed by such laws.

CVAG shall require the Sub-Contractor to warrant 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.

**L. INDEPENDENT CONTRACTOR**

It is understood and agreed that the CVAG is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CVAG and/or CVAG'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 CVAG from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, CVAG 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, CVAG 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.

**M. CUSTODIAN OF PROPERTY**

1. As a result of carrying out this Agreement, CVAG shall cause the Sub-Contractor to become the day-to-day custodian of the property associated with the subject of this Agreement. Such property shall include the land upon which the shelter is located, including, but not limited to:
  - a. Landscaping, walkways, parking, and stairs;
  - b. The building, including but not limited to all building systems such as heating, air conditioning, plumbing, electrical, and security;
  - c. Capital assets (e.g. vehicles) purchased with County funding;
  - d. All contents, including but not limited to furniture, computers, and all other articles of personal property.
2. As custodian of County of Riverside property, CVAG shall require the Sub-Contractor to take reasonable actions that would be expected of a responsible owner of vehicles, real and personal property. Such actions shall include, but not be limited to, the inspection of the property every day of operation, noting any hazards, damage, needed maintenance, and security concerns.
3. A "hazard" is a physical condition of the premises that could cause physical injury to visitors, customers, or staff. CVAG shall require the Sub-Contractor to take immediate action upon discovery to prevent any hazard(s) from causing damage to others, and such action taken shall be appropriate for the hazard(s) involved up to and including the evacuation and closure of the shelter until the hazard(s) is corrected. For most hazards discovered, immediate, minor actions can be taken to prevent injury such as, but not limited to: cordoning off an area, taping a rip in the carpet, posting warning signs, or closing off a room. CVAG shall require the Sub-Contractor to report any hazards that come to its attention to DPSS after the Sub-Contractor has taken immediate, protective action. If, in the opinion of the Sub-Contractor, a reported hazard has not been corrected in a timely manner, the hazard should be reported to the County Risk Manager.

4. NOTE: This Section is not intended to be a blanket authorization for the Sub-Contractor to upgrade furniture, furnishings or fixtures, or make any alterations, improvements or additions unilaterally to the property, nor is the intent of this clause for CVAG or the Sub-Contractor to spend funds not approved by the County of Riverside.
5. CVAG shall advise DPSS of minor damage and maintenance needs of the property (vehicles, excepted) and, like a responsible owner, shall follow-up with regular reminders until the issues are resolved by the County of Riverside.
6. CVAG shall require the Sub-Contractor to provide, or cause to be provided, and pay for all maintenance and repair services in connection with the property, such as the land, building, washers and dryers and other objects directly related to the property. In addition, the County is not responsible nor will it pay for the title, registration/tags, repair or replacement of any object directly related to the property (for example, vehicles, office equipment or office supplies), or damage to any object caused by any event not directly caused by the actions of the County.
7. CVAG shall require the Sub-Contractor to pay for, when due, all claims for labor and materials for alterations, improvements or additions furnished to or for the Sub-Contractor at or for use in the property, and for all repairs to and registration of objects not directly related to the property, for example, vehicles, office equipment and office supplies, etc.
8. CVAG shall require that, in the event of serious damage to the property from any cause, including but not limited to fire, Sub-Contractor shall first notify the appropriate emergency services and then notify DPSS and the County Risk Manager. Sub-Contractor shall, while awaiting emergency services and afterwards, protect all undamaged property with any means reasonably available and shall properly secure the remaining structure to prevent vandalism or any type of further damage. CVAG shall require Sub-Contractor to cooperate with and provide claim related information requested by the County of Riverside's insurance company representatives after any loss.
9. CVAG shall require Sub-Contractor to train the manager and staff of the shelters as to their duties as required herein and make sure they have the equipment, knowledge and training to respond correctly.

#### N. SUBCONTRACT FOR SERVICES

CVAG shall provide that Sub-Contractor shall not make any agreement 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 Sub-Contractor and personnel assigned for services there under.

#### O. ASSIGNMENT

CVAG 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.

#### P. CHILD ABUSE REPORTING

CVAG shall require Sub-Contractor to 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 Penal Code, Section 11166.

Q. ELDER AND DEPENDENT ABUSE REPORTING

CVAG shall require Sub-Contractor to 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.

R. DISCLOSURE OF INFORMATION RELEVANT TO CLIENT SAFETY

As stipulated in Penal Code Section 11105.3, CVAG shall require Sub-Contractor to notify DPSS of any Sub-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 Sub-Contractor, Sub-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.

S. ELDER AND DEPENDENT ABUSE REPORTING

CVAG shall require Sub-Contractor to 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.

T. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

CVAG shall require Sub-Contractor to comply with all regulations, requirements, and directives of the funding sources, which impose duties and regulations upon DPSS, which are equally applicable and made binding upon Sub-Contractor as though made with Sub-Contractor directly.

U. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CVAG shall provide that Sub-Contractor and CVAG for itself acknowledges that it is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996,

and the laws and regulations promulgated subsequent thereto. CVAG shall require Sub-Contractor, and CVAG for itself, 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. CVAG shall further require Sub-Contractor, and CVAG for itself 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

#### V. 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. CVAG shall proceed and require Sub-Contractor to proceed diligently with the performance of the agreement pending DPSS' decision.

#### W. SANCTIONS

Failure by CVAG 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 CVAG 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 CVAG for, and during the period in which CVAG is in breach, the reimbursement of which CVAG 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 CVAG but yet unpaid by DPSS. DPSS shall give CVAG notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### X. TERMINATION

Either party may terminate this Agreement, without cause, by giving forty-five (45) days written notification to the other party.

If the County terminates this agreement without cause, the County shall compensate CVAG for services satisfactorily performed through the date of termination. In no event shall such costs exceed the full cost of this agreement. Such payment shall include a pro-rated amount of costs incurred and costs that are reasonably foreseeable by the

County. However, no amount shall be paid for anticipated profit on unperformed services or for services to which the County has not consented beyond the date of termination.

Y. 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.

Z. 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 the form of a written amendment to this Agreement which is formally approved and executed by both parties.

AA. 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**

ROY'S DESERT RESOURCE CENTER  
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

**EXHIBIT A**

Name of Dependents that the Legal Guardian Authorizes to Participate in the Network:

_____	_____	_____	_____
Name	DOB	Name	DOB
_____	_____	_____	_____
Name	DOB	Name	DOB

\_\_\_\_\_ Date (d/m/y)

Agency Representative's Signature

\_\_\_\_\_ Date (d/m/y)

Agency Representative's Printed Name

Description of Informed Decision: \_\_\_\_\_ Verbal Explanation  
\_\_\_\_\_ Interpreter  
\_\_\_\_\_ Written

Basic identifying information this release authorizes to be exchanged among Network member agencies:

- Date and Time of Intake into the Network System
- Permission for Information Release
- First Name
- Middle Initial
- Last Name
- Alias
- Social Security Number
- Driver's License ID
- U.S. Citizen Status
- Immigration Status
- Registered to Vote
- Address
- Home Telephone
- Work Telephone
- Emergency Contact and Telephone
- Date of Birth/Birthday
- City and State of Birth
- Sex
- Race
- Primary Language
- Marital Status

Other notes/comments (**Excluding** confidential information such as TB diagnosis, drug and alcohol information, mental health information, etc.)

**EXHIBIT A**

This release also authorizes Network member agencies to share relevant, non-confidential information about services provided with other Network agencies, such as:

- 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) \_\_\_\_\_

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 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.**



**DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS**  
**Instructions for Form 2076B**

**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.)*

*information on all DPSS Forms. )*

**FORM DPSS 2076B**

**CONTRACTOR EXPENDITURE REPORT**

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A.

*Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.*

**"Contractor Name"**

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

**"Actual Expenditures For"**

The billing period you are requesting payment for.

**"Contract Number"**

Can be found on the first page of your contract.

**"Approved Budget Amount"**

Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed Contract/MOU agreement.

**"Current Expenditures"**

Itemized expenditures incurred during the billing period.

**"Cumulative Expenditures"**

Cumulative expenditures from previous billings plus current expenditures.

**"Unexpended Budgeted Amount"**

Approved budget amount less cumulative expenditures.

**"In-kind/Cash Contribution"**

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank.

*The same documentation is required for match as for actual reimbursable costs.*

**"Client Fees Collected"**

If your contract allows you to collect client fees fill in the total amount collected (if not specifically addressed in your Contract/MOU you may not collect additional fees from the client).

# 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					



## Client Intake Form – Emergency Shelters

PLEASE FILL OUT A SEPARATE FORM FOR EACH FAMILY MEMBER AND CLIP TOGETHER

**Enrollment Entry Date**

		/			/				
month			day			year			

**Client Bed Check-In**

Client Bed-entry Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Facility Client will be housed in: \_\_\_\_\_

Room Client will be housed in: \_\_\_\_\_

Bed Client will be assigned: \_\_\_\_\_

**Name**

Current Name (first, middle, last name, suffix)	Don't Know	N/A	Refused
First name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Middle name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Last name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Suffix	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Social Security Number**

		-			-		
--	--	---	--	--	---	--	--

Full SSN Reported	<input type="checkbox"/>	Don't know	<input type="checkbox"/>
Partial SSN Reported	<input type="checkbox"/>	Refused	<input type="checkbox"/>

**Date of Birth**

		/			/				
--	--	---	--	--	---	--	--	--	--

month      day      year

(If complete birth date is not known: What is your age?)

--	--

Age

**Gender**

Female	<input type="checkbox"/>
Male	<input type="checkbox"/>
Transgender Male to Female	<input type="checkbox"/>
Transgender Female to Male	<input type="checkbox"/>
Other	<input type="checkbox"/>
Don't Know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Ethnicity**

Non-Hispanic/Non-Latino	<input type="checkbox"/>
Hispanic/Latino	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Race**

American Indian or Alaskan Native	<input type="checkbox"/>
Asian	<input type="checkbox"/>
Black or African American	<input type="checkbox"/>
Native Hawaiian or Other Pacific Islander	<input type="checkbox"/>
White	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Disabling Condition**

No	<input type="checkbox"/>
Yes	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Veteran Status**

No	<input type="checkbox"/>
Yes	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Residence Prior to Program Entry**

Emergency shelter (including a youth shelter, hotel, motel, campground paid with emergency shelter voucher)	<input type="checkbox"/>
Transitional housing for homeless persons (including homeless youth)	<input type="checkbox"/>
Permanent housing for formerly homeless persons (such as SHP, S+C, SRO Mod Rehab)	<input type="checkbox"/>
Psychiatric hospital or other psychiatric facility	<input type="checkbox"/>
Substance abuse treatment facility or detox center	<input type="checkbox"/>
Hospital (non psychiatric)	<input type="checkbox"/>
Jail, prison, juvenile detention facility	<input type="checkbox"/>
Rental by client, no housing subsidy	<input type="checkbox"/>
Owned by client, no housing subsidy	<input type="checkbox"/>
Staying or living in a family member's room, apartment, or house	<input type="checkbox"/>
Staying or living in a friend's room, apartment, or house	<input type="checkbox"/>
Hotel/motel paid for without emergency shelter voucher	<input type="checkbox"/>
Foster care home/foster care group home	<input type="checkbox"/>
Places not meant for habitation e.g., (vehicles, abandoned building, bus/train/subway station/airport, or anywhere else outside)	<input type="checkbox"/>
Other (Describe)	<input type="checkbox"/>
Safe Haven	<input type="checkbox"/>
Rental by client, with VASH housing subsidy	<input type="checkbox"/>
Rental by client, with other (non-VASH) housing subsidy	<input type="checkbox"/>
Owned by client, with housing subsidy	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Length of Stay in Previous Place**

One week or less	<input type="checkbox"/>
More than one week, but less than one month	<input type="checkbox"/>
one to three months	<input type="checkbox"/>
More than one week but less then one month	<input type="checkbox"/>
One to three months	<input type="checkbox"/>
More then three months, but less then one year	<input type="checkbox"/>
One year or longer	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Housing Status**

Literally homeless	<input type="checkbox"/>
Housed and at imminent risk of losing housing	<input type="checkbox"/>
Housed and at-risk of losing housing	<input type="checkbox"/>
Stably housed	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Zip Code of Last Permanent Address (where the client last lived for 90 days or more)**

Zip code							
Full or partial zip code reported	<input type="checkbox"/>						
Don't know	<input type="checkbox"/>						
Refused	<input type="checkbox"/>						

**If zip code unknown, what is the city and state you last lived for 90 days or more?**

City:																				
State:																				

**Income and Source – Program-Specific Data Element**

<b>Financial Resources</b>	<b>Income received from any source in the past 30 days?</b>	No	<input type="checkbox"/>	
		Yes	<input type="checkbox"/>	
		Don't Know	<input type="checkbox"/>	
		Refused	<input type="checkbox"/>	
<b>Source and Amount of Income</b>	<b>Source of Income</b>	<b>Receiving Income Source</b>	<b>Amount From Source</b>	
	Earned Income	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Unemployment Insurance	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Supplement Security Income (SSI)	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Social Security Disability Income (SSDI)	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Veteran's Disability Payment	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Private Disability Insurance	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Workers Compensation	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Temporary Assistance for Needy Families (TANF)	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	General Assistance (GA)	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Retirement income from Social Security	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Veteran's Pension	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
	Pension from former job	No	<input type="checkbox"/>	\$ _____.00
		Yes	<input type="checkbox"/>	
Child Support	No	<input type="checkbox"/>	\$ _____.00	
	Yes	<input type="checkbox"/>		
Alimony or other spousal support	No	<input type="checkbox"/>	\$ _____.00	
	Yes	<input type="checkbox"/>		
Other source	No	<input type="checkbox"/>	\$ _____.00	
	Yes	<input type="checkbox"/>		
<b>Total Monthly Income</b>	Monthly income from all sources		\$ _____.00	

**Non-Cash Benefit – Program-Specific Data Element**

<b>Non-Cash Benefit</b>	<b>Non-Cash benefit received from any source in past 30 days?</b>	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
		Don't Know	<input type="checkbox"/>
		Refused	<input type="checkbox"/>
<b>Source of Non-Cash Benefit</b>		<b>Receiving Benefit</b>	
	Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	MEDICAID health insurance program (or use local name)	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	MEDICARE health insurance program (or use local name)	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	State Children's Health Insurance Program (or use local name)	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	Veteran's Administration (VA) Medical Services	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	TANF Child Care services (or use local name)	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	TANF transportation services (or use local name)	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	Other TANF-funded services (or use local name)	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
	Section 8, public housing, or other rental assistance	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
Other source	No	<input type="checkbox"/>	
	Yes	<input type="checkbox"/>	

**Physical Disability – Program-Specific Data Element**

<b>Physical Disability</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>
<b>(If yes) Currently receiving services or treatment for this condition or received services/treatment prior to exiting the program?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>

**Developmental Disability – Program-Specific Data Element**

<b>Developmental disability</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>
<b>(If yes) Currently receiving services or treatment for this condition or received services/treatment prior to exiting the program?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>

**Chronic Health Condition – Program-Specific Data Element**

<b>Chronic Health Condition</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>

<b>(If yes) Currently receiving services or treatment for this condition or received services/treatment prior to exiting the program?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>

**HIV / AIDS – Program-Specific Data Element**

<b>HIV / AIDS</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>
<b>(If yes) Currently receiving services or treatment for this condition or received services/treatment prior to exiting the program?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>

**Mental Health – Program-Specific Data Element**

<b>Mental Health Problem</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>
<b>(If client has a mental health problem) Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>
<b>(If client has a mental health problem) Currently receiving services or treatment for this condition or received services/treatment prior to exiting the program?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>

**Substance Abuse – Program-Specific Data Element**

<b>Substance Abuse Problem</b>	No	<input type="checkbox"/>
	Alcohol Abuse	<input type="checkbox"/>
	Drug Abuse	<input type="checkbox"/>
	Both - Alcohol and Drug	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>
<b>(If client has a substance abuse problem) Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>
<b>(If client has a substance abuse problem) Currently receiving services or treatment for this condition or received services/treatment prior to exiting the program?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>

**Domestic Violence – Program-Specific Data Element**

<b>Domestic Violence Victim/Survivor</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>
<b>(If yes) When experience occurred?</b>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>
	Don't Know	<input type="checkbox"/>
	Refused	<input type="checkbox"/>

**Services Provided**

Outreach	<input type="checkbox"/>
Case Management	<input type="checkbox"/>
Life Skills (Outside of Case Management)	<input type="checkbox"/>
Alcohol or drug abuse services	<input type="checkbox"/>
Mental health services	<input type="checkbox"/>
HIV / AIDS – related services	<input type="checkbox"/>
Other health care services	<input type="checkbox"/>
Education	<input type="checkbox"/>
Housing placement	<input type="checkbox"/>
Employment assistance	<input type="checkbox"/>
Child care	<input type="checkbox"/>
Transportation	<input type="checkbox"/>
Legal	<input type="checkbox"/>
Deceased	<input type="checkbox"/>
Other (Describe)	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Destination (At Exit)**

Emergency Shelter, including hotel or motel paid for with emergency shelter voucher	<input type="checkbox"/>
Transitional housing for homeless persons (including homeless youth)	<input type="checkbox"/>
Permanent supportive housing for formerly homeless persons (such as SHP, S+C, or SRO Mod Rehab)	<input type="checkbox"/>
Psychiatric hospital or other psychiatric facility	<input type="checkbox"/>
Substance abuse treatment facility or detox center	<input type="checkbox"/>
Hospital (non-psychiatric)	<input type="checkbox"/>
Jail, prison, or juvenile detention facility	<input type="checkbox"/>
Rental by client, no housing subsidy	<input type="checkbox"/>
Owned by client, no housing subsidy	<input type="checkbox"/>
Staying or living with family, temporary tenure (e.g. room, apartment, or house)	<input type="checkbox"/>
Staying or living with friends, temporary tenure (e.g. room, apartment, or house)	<input type="checkbox"/>
Hotel or motel paid for without emergency shelter voucher	<input type="checkbox"/>
Foster care home or foster care group home	<input type="checkbox"/>
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/ airport or anywhere outside)	<input type="checkbox"/>
Other	<input type="checkbox"/>
Safe Haven	<input type="checkbox"/>
Rental by client, VASH subsidy	<input type="checkbox"/>
Rental by client, other (non-VASH) housing subsidy	<input type="checkbox"/>
Owned by client, with housing subsidy	<input type="checkbox"/>
Staying or living with family, permanent tenure	<input type="checkbox"/>
Staying or living with friends, permanent tenure	<input type="checkbox"/>
Deceased	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

**Enrollment Exit Date**

		/			/							
month		day		year								

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

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

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

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
73-710 Fred Waring Drive, Suite 200  
Palm Desert, CA 92260

\_\_\_\_\_  
Address of Vendor/Recipient