

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

945



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
June 8, 2010

SUBJECT: RIVERSIDE COUNTY HOMELESS SHELTER FUNDING

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Chairman of the Board to approve the aggregate budget of \$2,077,241 for the period of July 1, 2010 through June 30, 2011, for the following six (6) homeless shelter providers:
Homeless Taskforce of Corona Path of Life Ministries Coachella Valley Rescue Mission
Martha's Village and Kitchen Valley Restart Shelter Coachella Valley Association of Governments
2. Instruct the Auditor-Controller to adjust the DPSS budget as follows:

Increase in Appropriations	
21300 - 5100600000 - 530360 - 82150 - Homeless Shelter Services	\$400,000
Increase in Estimated Revenue	
21300 - 5100600000 - 790600 - Contributions from Other Funds	\$400,000
Increase in Appropriations	
10000 - 1101000000 - 551100 - Contributions to Other County Funds	\$400,000
Decrease in Appropriations	
10000 - 1109000000 - 581000 - Appropriations for Contingency	\$400,000

CONTINUED - 4 pages in total)

Patricia Reynolds
Patricia Reynolds, Assistant Director
Susan Loew
Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$2,077,241	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$2,077,241	Budget Adjustment:	Yes
	Annual Net County Cost:	\$2,077,241	For Fiscal Year:	2010-11

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

C.E.O. RECOMMENDATION: It is recommended that this request for additional general fund support be deferred to budget hearings for consideration. **APPROVE**

County Executive Office Signature

BY: *Debra Courmoyer*
Debra Courmoyer

FORM APPROVED COUNTY COUNSEL
BY: *LANISA R. MCKENNA*
DATE: 5/24/10

Purchasing: *Mark Seller*
Mark Seller, Assistant Director
FISCAL PROCEDURES APPROVED
BY: *ROBERT E. BYRD*
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *SAMUEL WONG*
SAMUEL WONG

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: All Agenda Number:
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.68

TO: BOARD OF SUPERVISORS

DATE: June 8, 2010

SUBJECT: RIVERSIDE COUNTY HOMELESS SHELTER FUNDING

3. Authorize the Chairman of the Board to approve and sign the attached Professional Services Contracts with Path of Life Ministries (HO-01089-02) and Coachella Valley Rescue Mission (HO-01084-02);
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments, and renewals that do not change the substantive terms of the contracts, including amendments to the compensation provision that do not exceed the maximum reimbursement amount of the contracts (\$2,077,241); and
5. Authorize the Director of DPSS to administer the contracts with the homeless shelter providers.

BACKGROUND:

One of the Department of Public Social Service's (DPSS) primary goals, through its Homeless programs Unit (HPU), is to develop and maintain an effective county-wide Continuum of Care for homeless persons in Riverside County by organizing and delivering supportive social services, including housing options, which meet the specific needs of homeless individuals and families. In keeping with the CoC's goal, it is requested that the Board authorize DPSS to contract with six (6) homeless shelter providers. Following are descriptions of the homeless shelter providers:

Homeless Taskforce of Corona (HTC) is a non-profit organization that operates the Circle of Hope Family Shelter, which provides up to fifty (50) emergency shelter beds for up to ninety (90) nights per calendar year. In addition to shelter, HMTTC offers meals, showers, case management, skills classes, and referrals to other community resources.

On July 29, 2008, Agenda Item #3.101, the Board authorized DPSS to contract with HTC for the period of July 1, 2008 through June 30, 2009, with two (2) one-year renewal options, in the amount of \$30,000. The FY 2010-11 renewal will be the final renewal option and services will be competitively bid for next fiscal year.

Martha's Village and Kitchen (MVK) is a faith-based organization that operates a year-round Emergency Shelter—a tent-like structure with one-hundred (100) beds to provide a safe and stable environment during extreme weather conditions and throughout the year. Outside of shelter, MVK offers access to an onsite medical clinic, meals, Career & Education Center, and Children's Services programs.

On July 29, 2008, Agenda Item #3.102, the Board authorized DPSS to contract with MVK for the period of July 1, 2008 through June 30, 2009, with two (2) one-year renewal options, in the amount of \$428,000. The FY 2010-11 renewal will be the final renewal option and services will be competitively bid for next fiscal year.

Coachella Valley Association of Governments (CVAG) is a non-profit organization that oversees Roy's Desert Resource Center (RDRC). RDRC, named in honor of Fourth District Supervisor-emeritus, Roy Wilson, in Palm Springs, opened for operation on December 1, 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 Coachella Valley.

TO: BOARD OF SUPERVISORS

DATE: June 8, 2010

SUBJECT: RIVERSIDE COUNTY HOMELESS SHELTER FUNDING

BACKGROUND (Continued):

On February 9, 2010, Agenda Item 3.43, the Board authorized DPSS to contract with CVAG for the period of December 22, 2009 through June 30, 2012, in the amount of \$2,437,766.

Valley Restart Shelter (VRS) is a non-profit organization that provides both emergency homeless services for up to thirty-five (35) persons or families of Southwest Riverside County and on-going programs to the community. Its 24-hour facility is open every day of the year to provide housing and food to those in need. This is a working shelter. The residents help support the program with the upkeep of the facility.

On November 16, 2009, County Purchasing approved a sole source procurement which allows DPSS to contract with VRS for the period of July 1, 2010 through June 30, 2011, with four (1) one-year renewal options, in the amount of \$24,000.

Path of Life Ministries (POLM) is a faith-based community non-profit organization that was established in 1998 with the intent to build a strong community which meets social and economical needs. POLM operates both the family and emergency cold weather shelters, respectively, to provide up to fifty (50) beds, 365 days per year, to men, women, and children who are homeless. The adjoining Access Center provides intensive case management through supportive services and referrals for medical and dental healthcare, mental healthcare services, job readiness and work placement assistance services and other financial, legal and social service needs.

On August 14, 2008 an RFP was released seeking proposals for the emergency cold weather shelter program. POLM was the only respondent for the greater Riverside area. On November 25, 2008, Agenda Item 3.29, the Board authorized DPSS to contract with POLM for the period of December , 1, 2008 through April 15, 2009, with two (2) one-year renewal options, in the amount of \$219,000. The FY 2010-11 renewal will be the final renewal option and services will be competitively bid for next fiscal year.

On July 17, 2007, Agenda Item 3.46, the Board authorized DPSS to contract with POLM to provide short-term, transitional shelter services, for the period of July 1, 2007 through June 30, 2008, with two (2) one-year renewal options, in the amount of \$400,000.

Coachella Valley Rescue Mission (CVRM) is a faith-based community non-profit organization that was established in 1971. CVRM provides up to twenty-five (25) beds for homeless persons, acting as an overflow facility once Martha's Village and Kitchen, a neighboring homeless shelter, reached its capacity. Outside of housing, CVRM provides meals, clothing, case management and linkages to supportive services to needy or homeless women with children, single women and men 365 days per year.

On September 18, 2007, Agenda Item 3.42, the Board authorized DPSS to contract with CVRM, without competition, for the period of June 8, 2007 through June 30, 2008, with two (2) one-year renewal options, in the amount of \$125,000.

In FY 2010-11, Path of Life Ministries' Family Shelter and Coachella Valley Rescue Mission will have no contract renewal options in order to continue operating their year-round homeless shelters. As DPSS has prepared to competitively bid these services, we have found it difficult to create a comprehensive list of potential bidders who can provide year-round housing and supportive services to meet the needs of Districts 1 and 4.

TO: BOARD OF SUPERVISORS

DATE: June 8, 2010

SUBJECT: RIVERSIDE COUNTY HOMELESS SHELTER FUNDING

BACKGROUND (Continued):

Therefore, due to the specialized services being offered, DPSS is requesting the Board to approve one-year extensions to the current-year professional services contracts with Path of Life Ministries and Coachella Valley Rescue Mission in order to allow additional time for DPSS to plan and release a Request for Proposal (RFP), without interrupting services to the homeless.

PRICE REASONABLENESS:

Focused on the needs of the County, Path of Life Ministries Family Shelter (POLM) and Coachella Valley Rescue Mission (CVRM) are willing to continue providing homeless shelter services for a cost not to exceed \$400,000 and \$125,000 respectively, which is the same maximum reimbursable amount associated with these contracts since 2007. Due to the economic downturn, the cost to provide services to the homeless has increased; however, both POLM and CVRM have agreed to continue providing the same level of service.

Price Comparison

POLM is the only organization with the capacity to provide fifty (50) beds in the greater Riverside area at a rate of \$21.91 per bed night. A shelter that provides comparable services in the same capacity as POLM, Coachella Valley Association of Governments has a bed night rate of \$51.00 to operate Roy's Desert Resource Center. There is a 57% difference between the two shelter bed night rates.

CVRM provides twenty-five (25) beds to a neighboring shelter that provides one-hundred (100) beds, Martha's Village and Kitchen (MVK). CVRM will provide services for \$125,000, which is exactly one-quarter of the amount of beds and the maximum reimbursable amount of MVK. Being that CVRM will serve as an overflow to MVK, the reimbursement rate should match.

Based on the price comparisons referenced above, DPSS is confident that the pricing is reasonable and at fair market value for the services that would be provided by Path of Life Ministries and Coachella Valley Rescue Mission, respectively.

FINANCIAL DATA: 100% County General Funds.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Professional Services Contract (HO-01089-02) with Path of Life Ministries (3 copies).
2. Professional Services Contract (HO-01084-02) with Coachella Valley Rescue Mission (3 copies).

SL: mr

Riverside County Department of Public Social Services

Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

PROFESSIONAL SERVICES CONTRACT: **HO-01089-02**

CONTRACTOR: **PATH OF LIFE MINISTRIES**

CONTRACT TERM: **JULY 1, 2010 THROUGH JUNE 30, 2011**

MAXIMUM REIMBURSABLE AMOUNT: **\$400,000**

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires to provide emergency shelter, meals, case management, and outreach services to homeless individuals in the City of Riverside;

WHEREAS, the Path of Life Ministries is qualified to provide emergency shelter, meals, case management, and outreach services for the homeless; and

WHEREAS, DPSS desires the Path of Life Ministries, hereinafter referred to as Contractor, to perform these services in accordance with the CONTRACT TERMS and CONDITIONS, hereinafter referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DPSS and Contractor;

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

Authorized Signature for Riverside County:	Authorized Signature for Contractor:
Printed Name of Person Signing:	Printed Name of Person Signing:
Marion Ashley	Raul Diaz
Title:	Title:
Chairman, Board of Supervisors	Executive Director
Address:	Address:
4080 Lemon Street Riverside, CA 92501	4495 Magnolia Avenue P.O. Box 1445 Riverside, CA 92502
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
BY:  7/24/10
LARISA R-MCKENNA DATE

Riverside County Department of Public Social Services

Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

PROFESSIONAL SERVICES CONTRACT: **HO-01089-02**

CONTRACTOR: **PATH OF LIFE MINISTRIES**

CONTRACT TERM: **JULY 1, 2010 THROUGH JUNE 30, 2011**

MAXIMUM REIMBURSABLE AMOUNT: **\$400,000**

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires to provide emergency shelter, meals, case management, and outreach services to homeless individuals in the City of Riverside;

WHEREAS, the Path of Life Ministries is qualified to provide emergency shelter, meals, case management, and outreach services for the homeless; and

WHEREAS, DPSS desires the Path of Life Ministries, hereinafter referred to as Contractor, to perform these services in accordance with the CONTRACT TERMS and CONDITIONS, hereinafter referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DPSS and Contractor;

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

Authorized Signature for Riverside County:	Authorized Signature for Contractor:
Printed Name of Person Signing: <i>Marion Ashley</i>	Printed Name of Person Signing: Raul Diaz
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 4495 Magnolia Avenue P.O. Box 1445 Riverside, CA 92502
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA DATE _____

**PATH OF LIFE MINISTRIES
EMERGENCY FAMILY SHELTER**

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

Table of Contents

- I. ABBREVIATIONS AND DEFINITIONS 4
- II. DPSS RESPONSIBILITIES 4
- III. CONTRACTOR RESPONSIBILITIES 5
- IV. FISCAL PROVISIONS 7
 - A. MAXIMUM AMOUNT 7
 - B. COST OF SERVICE RATE 7
 - C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS 7
 - D. FINANCIAL RESOURCES 7
 - E. RECORDS, INSPECTIONS, AND AUDITS 8
 - F. AVAILABILITY OF FUNDING 8
 - G. APPLYING FOR AVAILABLE FUNDING 8
 - H. SUPPLANTATION 8
 - I. DISALLOWANCE 9
- V. GENERAL PROVISIONS 9
 - A. EFFECTIVE PERIOD 9
 - B. CONFLICT OF INTEREST 9
 - C. NOTICES 9
 - D. CONFIDENTIALITY 9
 - E. EMPLOYMENT PRACTICES 9
 - F. RELIGIOUS PROHIBITION 10
 - H. CHILD ABUSE REPORTING 10
 - I. ELDER AND DEPENDENT ADULT ABUSE REPORTING 10
 - J. REPORTING 11
 - K. CUSTOMER CIVIL RIGHTS COMPLIANCE 12
 - L. INSURANCE 13
 - M. LICENSES AND PERMITS 15
 - N. INDEPENDENT CONTRACTOR 15
 - O. HOLD HARMLESS/INDEMNIFICATION 16
 - P. CUSTODIAN OF PROPERTY 16
 - Q. SUBCONTRACT FOR SERVICES 17
 - R. ASSIGNMENT 18
 - S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES 18
 - T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) 18
 - U. DISPUTES 18
 - V. TERMINATION 18
 - W. GOVERNING LAW 18
 - X. SANCTIONS 19
 - Y. CONTRACT TRANSITION PERIOD 19
 - Z. MODIFICATION OF TERMS 19
 - AA. ENTIRE AGREEMENT 19

LIST OF EXHIBITS

- Exhibit A – Daily Sign-in Sheet
- Exhibit B – HMIS Informed Consent and Release Form
- Exhibit C – DPSS 2076A
- Exhibit D – Instructions for DPSS 2076A
- Exhibit E – Pre Intake Form
- Exhibit F – Vendor Assurance of Compliance

CONTRACT TERMS AND CONDITIONS**I. ABBREVIATIONS AND DEFINITIONS**

- A. "BED NIGHT" is one bed per Customer per night.
- B. "CASE MANAGEMENT SERVICES" refers to all of the following various categories of services:
- Mental Health
 - Substance Abuse
 - Housing
 - Employment
 - Children
 - Intake & assessment
- C. "COUNTY RISK MANAGER" refers to the individual currently holding that title within the Human Resources Department of the County of Riverside.
- D. "CRITICAL INCIDENT" refers to any event that jeopardizes the safety of customers, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- E. "CUSTOMER" shall mean any homeless person residing at the shelter at 2530 Third Street, Riverside.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "EMERGENCY SHELTER" means that program designed to be the first step in a continuum of assistance to enable homeless individuals to become self-sufficient.
- H. "HMIS" refers to Homeless Management Information System, a computerized data collection system designed to capture customer-level information over time on the characteristics and service needs of men, women and children experiencing homelessness.
- I. "HUD" refers to the United States Department of Housing and Urban Development.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS Homeless Program personnel 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.
- C. Coordinate with County Facilities Management so that County Facilities may provide or authorize the Contractor to handle maintenance and repairs to the shelter.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

A. Assign a liaison between the Contractor and DPSS.

B. Provide the following shelter services:

1. Shelter

a. Maintain fifty (50) beds available for use as emergency shelter to homeless persons free of charge in the city of Riverside at the shelter located at 2530 Third Street. Customers shall be limited to a maximum stay of ninety (90) consecutive days or a limit of ninety (90) cumulative days within any consecutive six-(6) month period. For up to twelve (12) beds, the Contractor will have the discretion to allow customers to stay beyond the 90 consecutive days or beyond the 90 cumulative days in a consecutive 6-month period based on need and for good cause, which must be documented and available for DPSS' review.

b. Make available for each customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon the 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 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 shall include, at a minimum, hot and cold beverages and cereal or pastry.

c. The evening meal shall include, at a minimum, hot and cold beverages, meal 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 benefit programs (e.g., General Relief; Social Security; Supplemental Security Income; the Women, Infants and Children nutrition program; etc.) vocational services, legal assistance, etc.

4. Ensure that residents complete a daily sign-in sheet and intake, attached hereto and incorporated herein by this reference as **Exhibit A**. The sign-in sheet includes the customer's name, both printed and signature, their date of birth and the last four (4) digits of their Social Security Number, if available. All documents must be completed legibly and maintained by the Contractor in accordance with Section IV.E, "Records, Inspections, and Audits."

5. Ensure that no drugs, alcohol, or weapons are allowed on the premises.

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.
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 and guidelines in English and Spanish in a conspicuous place.
9. 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 when there is a reasonable suspicion that the customer is intoxicated and/or under the influence of an illicit substance.
11. Clear all customers 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. Provide case management services to customers of the shelter on a weekly basis at a minimum. Participation in a case management plan shall be a condition for admission for the following shelter services:
 - For shelter residents, compliance with an agreed upon case management plan is required for continued residency at the shelter.
 - Perform an intake and an assessment of customer's needs and assign each customer to a case manager who shall, together with the customer, develop specific, comprehensive, and individualized services plan leading to self-sufficiency. Additionally, the case manager shall refer the customer to all necessary supportive services that are not provided on-site.
 - Provide and/or coordinate with other agencies that provide the following services that include but are not limited to:
 - benefits advocacy
 - life skills counseling and life skills training
 - education
 - personal care and hygiene and showers
 - physical and mental health treatment
 - substance abuse counseling
 - job readiness and job search
 - referrals to other supportive service providers
 - Allow participants to receive mail at the site.
13. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.

14. Participate in the Homeless Management Information System (HMIS). Maintain in each customer's paper case file the original signed release (**Exhibit B**) from the customer agreeing to participate in HMIS. **Exhibit B** is attached hereto and incorporated hereing by this reference.
15. Collect pertinent customer personal data and shelter usage as provided under Section V.I., "Reporting."
16. Coordinate with local schools to facilitate children's access to education.
17. Coordinate transportation to and from school for children of residents as necessary.
18. Participate in a program-effectiveness study should one be conducted.
19. Participate regularly in the Continuum of Care meetings.
20. Notify DPSS Homeless Programs Unit, within a reasonable amount of time, of any critical incidents.
21. Notify DPSS, in writing, if the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the contract term. DPSS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Agreement shall not exceed \$400,000.

B. COST OF SERVICE RATE

The Contractor shall be paid \$30.00 per bed for fifty (50) beds (whether occupied or not) per day for the term of this Agreement.

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

1. All claims must be submitted on a monthly basis no later than twenty (20) calendar days after the end of each month in which the services were provided. All claims submitted in a timely manner and completed shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
2. The Contractor shall submit the DPSS 2076A (**Exhibit C**) following instructions set forth on the "Instructions for DPSS 2076A" (**Exhibit D**) and the attached sign-in sheet (**Exhibit A**). Copies of these forms are attached hereto and incorporated herein by this reference for request of all payments.
3. Claims must be submitted each month. For months with no billing, a claim for zero dollars (\$0.00) must be submitted.
4. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, 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. AVAILABILITY OF FUNDING

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

G. APPLYING FOR AVAILABLE FUNDING

The Contractor shall apply for and provide documentation to the Homeless Programs Unit of any additional funding that is available from any public or private source.

H. 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 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 other State program or County funds under any other County program without prior approval of DPSS.

I. 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 agreement with DPSS.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective from July 1, 2010 through June 30, 2011.

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, and/or statements, including invoices and other financial documents, authorized or required by this Agreement shall be addressed as follows:

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

CONTRACTOR: Path of Life Ministries
3340 Durahart Street
Riverside, CA 92507

All reports shall be addressed as follows: contractreporting@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.

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 has 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 presentation 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 any this Agreement.

G. DISCLOSURE OF INFORMATION RELEVANT TO CUSTOMER SAFETY

As stipulated in Penal Code Section 11105.3, the Contractor agrees to notify DPSS of any Contractor employee or volunteer staff who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies 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 the DPSS liaison 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.

H. CHILD ABUSE REPORTING

If the 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.

I. ELDER AND DEPENDENT ADULT 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 services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

J. 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)

2. 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 Pre Intake Form is attached hereto as **Exhibit E**, and incorporated herein by this reference.

All data referenced above must be entered into HMIS. There are two HMIS data entry options:

1. Data may be voluntarily entered into HMIS by the contractor on a daily basis or within 5 business days following the month in which the customer was served; or,
2. Data must be provided in an encrypted report (if this option is selected, a sample report format will be provided by DPSS) in Microsoft Excel®, transferred to a compact disk and postmarked 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

If contractor is unable to provide an encrypted report, the Homeless Programs Unit will make accommodations to pick up the report from the contractor by the tenth (10th) calendar day of the report month.

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

K. CUSTOMER 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 F** and incorporated herein by this reference. The Contractor will sign and date **Exhibit F** 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. Customer 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 customers 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.cahw.net.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 customers 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 customer in both languages.

L. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, the Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

1. **Worker's Compensation**

If Contractor has employees as defined by the State of California, Contractor shall maintain statutory Worker's 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.

2. **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 the 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.

3. **Vehicle Liability**

If the 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, however, the Contractor transports children in either owned, non-owned or hired vehicles then the Contractor shall maintain 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, employees, elected or appointed officials, agents or representatives as Additional Insureds."

4. Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

5. General Insurance Provisions

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A8) 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.
- b. The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions unacceptable to the County, and at the election of the County 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.
- c. The Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either: (1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or (2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and

policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DPSS 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.

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

M. 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, the State of California, the County of Riverside, and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

N. 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.

O. 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 (individually and collectively hereinafter referred to as Indemnitees) 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 and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives Indemnitors 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 Indemnitees in any claim or action based upon such alleged acts or omissions.

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 Indemnitees 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 Indemnitees to the fullest extent allowed by law.

P. CUSTODIAN OF PROPERTY

1. As a result of carrying out this Agreement, the Contractor becomes 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. All contents, including but not limited to furniture, computers, and all other articles of personal property.

2. As custodian of County of Riverside property, the Contractor shall take reasonable actions that would be expected of a responsible owner of 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. The Contractor shall 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. Hazards that come to the attention of the Contractor should be reported to DPSS after the Contractor has taken immediate, protective action. If, in the opinion of the 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 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 the Contractor to spend funds not approved by the County of Riverside.
5. The Contractor shall advise DPSS of minor damage and maintenance needs of the property and, like a responsible owner, the Contractor shall follow-up with regular reminders until the issues are resolved by the County of Riverside.
6. The County will provide, or cause to be provided, and pay for all maintenance and repair services in connection with the property, such as the land, building, and other objects directly related to the property. The County is not responsible nor will it pay for the repair or replacement of any object not directly related to the property (for example, office equipment or office supplies or washers and dryers), or damage to any object caused by any event not directly caused by the actions of the County.
7. The Contractor shall pay for, when due, all claims for labor and materials for alterations, improvements or additions furnished to or for the Contractor at or for use in the property, and for all repairs to objects not directly related to the property, for example, office equipment and office supplies, etc.
8. In the event of serious damage to the property from any cause, including but not limited to fire, the Contractor shall first notify the appropriate emergency services and then notify DPSS and the County Risk Manager. The 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. The Contractor shall cooperate with and provide claim related information requested by the County of Riverside's insurance company representatives after any loss.
9. The Contractor shall train the manager and staff of the shelter as to their duties as required herein and make sure they have the equipment, knowledge and training to respond correctly.

Q. 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 thereunder.

R. 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 any interest without DPSS written consent shall be void and of no further force or effect.

S. 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.

T. 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 104-191, 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

U. 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.

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 this Agreement, DPSS shall make payment 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. 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 any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. 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
2. 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
3. Withhold funds pending a cure of the breach; and/or
4. 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.

Y. CONTRACT TRANSITION PERIOD

The Contractor agrees:

1. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
2. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
3. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

Z. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

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.

**PATH OF LIFE MINISTRIES
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

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

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

_____	_____
Agency Representative's Signature	Date (d/m/y)

_____	_____
Agency Representative's Printed Name	Date (d/m/y)

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.)

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 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 (\$) _____

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 _____

Fund (5) _____

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

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

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.

Path of Life Ministries – Pre Intake Form

CWS & Yr Round Emergency – Hulen & Family Shelter

Have you been to a POLM shelter before? CWS Year-Round Emergency @ Hulen

Estimated Date of Stay: _____
 Family Shelter

Last Name	First Name	Middle Initial
Phone:	Driver's License/CA ID #	
Emergency Contact Name and Phone:	State of Birth:	

Address Info: You are considered to be a resident if any of the following apply: you have a mailing address, you live in a transitional housing facility or are fleeing domestic violence, you have been homeless for 90 days in current city, or the city in which you first became homeless.

Address prior to seeking shelter:	City	Zip	How long did you live here?
Last Permanent Address If Different from Above:			
Street	City	Zip	How long did you live here?

Race: (Circle and Number as Many that Apply – 1 for Primary Race, 2 for Secondary Race, etc...)

Alaskan Native	American Indian & White	American Indian	American Indian/Alaskan Native & Black	Ethnicity: Hispanic/Latino Other
American Indian/Alaskan Native & White	Asian & White	Asian	Black Black/African-American & White	
Native American/Alaskan Native	Native Hawaiian	Other	Other Multi-Racial Pacific Islander White	

Where did you sleep last night?

<input type="checkbox"/> Apartment/Room	<input type="checkbox"/> Street	<input type="checkbox"/> Temporary Shelter	<input type="checkbox"/> Motel	<input type="checkbox"/> SRO	<input type="checkbox"/> Car	<input type="checkbox"/> Family/Friends	<input type="checkbox"/> Other
How Long _____	How Long _____	How Long _____	How Long _____	How Long _____	How Long _____	How Long _____	How Long _____

Family

Marital Status:	<input type="checkbox"/> Married	<input type="checkbox"/> Single	<input type="checkbox"/> Separated	<input type="checkbox"/> Divorced	<input type="checkbox"/> Widow
	For How Long _____	For How Long _____	For How Long _____	For How Long _____	For How Long _____

Complete for each member of family:

Name	SS #	Relationship (Self/Spouse/Partner/Child)	Date of Birth	Age	Gender
		Head of Household			M F
					M F
					M F
					M F
					M F

Miscellaneous

Do you speak fluent English? Yes _____ No _____	Please Indicate your Highest Grade Level: 9 10 11 12 GED Trade School Some College College Grad Grad School
If No, What language do you normally speak at home?	

Check all that Apply

<input type="checkbox"/> Chronic Illness	<input type="checkbox"/> Senior Citizen	<input type="checkbox"/> Employed	<input type="checkbox"/> Substance Abuse	<input type="checkbox"/> Parolee	<input type="checkbox"/> Probation
<input type="checkbox"/> Mental Illness	<input type="checkbox"/> Men. Disabled	<input type="checkbox"/> Pregnant	<input type="checkbox"/> Domestic Violence	<input type="checkbox"/> Phys. Disabled	<input type="checkbox"/> Veteran
Due: _____					

Income

TOTAL: \$			
Employment: \$ _____	Assistance (_____): \$ _____	Food Stamps: \$ _____	Other (_____): \$ _____

What can we do for you?

I 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.

I certify that I am/my family is homeless under 42 U.S.C. § 11302 guidelines _____ Homeless or _____ Domestic Violence. I acknowledge the information I have provided is true to the best of my knowledge:

Client Signature

Date

Interviewer Signature

Date

**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