

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

203



FROM: Department of Public Social Services

SUBMITTAL DATE:
September 13, 2011

SUBJECT: Approval of the Agreements with Palm Springs Retirement Home (AS-02061) and Yorkshire House LLC (AS-02174) for Emergency Care Shelter Services for Elderly and Disabled

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Chairman of the Board to sign the attached Agreements with Palm Springs Retirement Home (AS-02061) and Yorkshire House LLC (AA-02174) for the period of October 1, 2011-June 30, 2012 for a total amount not to exceed \$77,500, with two (2) one-year renewal options in the combined total amount of \$104,000;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contracts; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Patricia Reynolds

Patricia Reynolds, Assistant Director for Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 77,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 23,250	Budget Adjustment:	No
	Annual Net County Cost:	\$ 31,200	For Fiscal Year:	11-12

SOURCE OF FUNDS: State Funding: 70%; County Funding: 30%		Positions To Be Deleted Per A-30	<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Debra Cournoyer
BY: Debra Cournoyer

County Executive Office Signature

Policy

Consent

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

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.22

FORM APPROVED COUNTY COUNSEL
BY: *Patricia Reynolds*
LARISSA R-MCKENNA
Purchasing Agent
Department of Public Social Services

TO: BOARD OF SUPERVISORS**DATE:** September 13, 2011**SUBJECT:** Approval of the Agreements with Palm Springs Retirement Home (AS-02061) and Yorkshire House LLC (AS-02174) for Emergency Care Shelter Services for Elderly and Disabled**BACKGROUND (Continued):**

Per WIC Code 15763 (e), each county, to the extent resources are available, shall provide emergency shelter in the form of a safe haven or in-home protection for victims of elder or dependent adult abuse. Adult Protective Services generally places elders or dependent adults in emergency shelters for a period of up to thirty (30) days until the situation which brought them to the Department's attention can be resolved and/or a longer term living arrangement can be made.

PRICE REASONABLENESS:

County Purchasing released a Request for Quotes (RFQ) on April 18, 2011, mailing solicitations to 23 vendors and advertising on the County's Purchasing website. Two responses were received as a result of the RFQ.

The proposals were reviewed and evaluated by personnel from County Purchasing and the Department of Public Social Services. The evaluators reviewed the proposals to ensure vendors were able to complete all required services. Palm Springs Retirement Home and Yorkshire House were both determined as responsive in meeting the department's needs. The all inclusive costs for filled and unfilled bed rates were proposed as follows:

Palm Springs Retirement Home

Filled bed rate	\$85.00
Unfilled bed rate	\$25.00

Yorkshire House

Filled bed rate	\$90.00
Unfilled bed rate	\$25.00

The total amount for Emergency Shelter Services for the elderly and disabled is budgeted at a combined total of \$104,000 for FY11/12. The Department of Public Social Services recommends that Palm Springs Retirement Home be awarded a contract amount not to exceed \$35,875 and Yorkshire House LLC a contract amount not exceed \$36,625 for the period of October 1, 2011 – June 30, 2012. For annual renewal options, Palm Springs Retirement Home will be renewed for a total of \$48,500 and Yorkshire House LLC will be renewed for a total of \$50,500.

FINANCIAL:

State Funding is \$54,250 and County funding is \$23,250. The total amount for Emergency Shelter Services budgeted for FY 11/12 is \$77,500.

ATTACHMENTS:

1. AS-02061 between DPSS and Palm Springs Retirement Home (3 copies)
2. AS-02174 between DPSS and Yorkshire House LLC (3 copies)

CONCUR/EXECUTE – Purchasing concurs with this request.

SL:kr

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

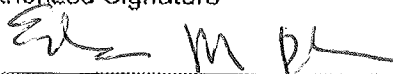
SERVICES CONTRACT: AS-02061
 CONTRACTOR: Palm Springs Retirement Home
 CONTRACT TERM: October 1, 2011 - June 30, 2012
 MAXIMUM REIMBURSABLE AMOUNT: \$35,875.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Emergency Care Shelter for Elderly services.

WHEREAS, Palm Springs Retirement Home is qualified to provide Emergency Care Shelter for Elderly services:

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

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

Authorized Signature for County:	Authorized Signature 
Printed Name of Person Signing: Bob Buster	Printed Name of Person Signing: Edna Pelen
Title: Chair, Board of Supervisors	Title: Executive Director
Address: 10281 Kidd St. Riverside, CA 92503	Address: 627 Highland Dr. Palm Springs, CA 92264
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY: 
 LARISA R-MORENO
 DATE: 8/24/11

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List of Exhibits

- Exhibit A- DPSS 2076A & Instructions
- Exhibit B- DPSS 2173 Emergency Shelter Care Agreement
- Exhibit C- LIC 603 Preplacement appraisal information

- Exhibit D- LIC 621 Client/Resident Personal Property and Valuables
- Exhibit E- LIC 622 Centrally stored medication and destruction record
- Exhibit F- LIC 624 Unusual Incident/Injury Report
- Exhibit G- LIC 627C Consent for Emergency Medical Treatment
- Exhibit H- Shelter Care Billing Report

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to Palm Springs Retirement Home.
- B. "Client" refers to an elder or dependent adult who has been authorized by DPSS to obtain services.
- C. "Facility" refers to the location of the Palm Springs Retirement Home building, which houses Clients.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- E. "APS" refers to DPSS' Adult Protective Services Division.
- F. "Elder" is defined as an individual who is more than sixty-five (65) years of age, who cannot remain in their own home or other independent living arrangement.
- G. "Dependent Adult" is defined as an individual who is between the ages of eighteen (18) and sixty-four (64) years of age, who has physical or mental limitations that restrict his or her ability to carry out normal activities to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Palm Spring Retirement Home.
- B. DPSS may monitor the performance of Palm Springs Retirement Home in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Geographic Service Area

- a. Contractor shall accept Client referrals from all areas of the County.
- b. Contractor shall have their care facility located within Riverside County.

2. Target Population

Contractor shall accept anyone who is an elder or dependent adult that has a new or existing APS case involving exceptions, immediate life threats, or an imminent danger situation.

3. Administration Requirements

Contractor shall meet the following administrative requirements:

- a. Provide 24-hour emergency shelter board and care placement services in a protective environment, on an as needed basis, as required by DPSS via the Emergency Shelter Care Agreement, form DPSS 2173 (Exhibit B). DPSS must be notified by telephone within 24 hours if the Contractor feels that Client residential service needs are beyond the scope/licensing parameters of the facility.
- b. Meet all policies and regulatory admission requirements set by the State of California Community Care Licensing (CCL) Agency.
- c. Obtain a CCL Emergency Placement Waiver allowing the facility to have a revised plan of operation on file with CCL that obligates the Board and Care to obtain a physical exam and Tuberculosis (TB) test for each Client. Waiver should be attached to submittal and verified annually.
- d. A bed shall be available at all times for DPSS clients. When DPSS refers a client to the Facility that bed shall be deemed "Occupied", and another bed shall be reserved for DPSS clients at the "Non-Occupied" rate for purposes of Fiscal Section B.2. until the Facility reaches capacity.
- e. Operate continuously through the term of an agreement with the personnel, services, facilities, equipment, and supplies as are necessary to perform services.
- f. Retain qualified staff members able to perform services for Clients, in accordance with all applicable statutes and regulations.
- g. Maintain a Client file containing all necessary information associated with each Client, including but not limited to the following completed forms, attached hereto and incorporated herein by this reference:

Mandatory Forms- upon intake/admission:

- i. DPSS 2173-Emergency Shelter Care Admission Agreement (Exhibit B)
- ii. LIC 603-Preplacement appraisal information (Exhibit C)
- iii. LIC 621-Client/Resident Personal Property and Valuables (Exhibit D)
- iv. LIC 622-Centrally stored medication and destruction record (Exhibit E)
- v. LIC 627C-Consent for Emergency Medical Treatment (Exhibit G)
- vi. Shelter Care Billing Report (Exhibit H)

Non-Mandatory Forms (only as needed upon an incident)

- vii. LIC 624-Unusual Incident/Injury Report (Exhibit F)
- h. Notify DPSS within twenty-four (24) hours if the Client referred by DPSS has been hospitalized. If the placing social worker cannot be reached, the Contractor shall phone the social worker's supervisor.
- i. Obtain DPSS social worker or Supervisor approval prior to contacting Client's family or any other persons/agencies regarding Client needs, who is not directly connected to the social worker's service plan.
- j. Immediately advise the DPSS social worker of any and all changes in the Client's health, behavior, or any other change.

4. Intake/Admission

Contractor shall complete the following activities when admitting a Client referred by DPSS:

- a. Provide confirmation/verification to DPSS staff regarding availability of unoccupied bed(s).
- b. Complete a standard intake process (using LIC 603) that includes, but is not limited to, gathering basic and emergency information for Client and complying with health screening.
- c. Complete an assessment using appropriate CCL forms to determine if Client meets criteria for placement in a Contracted Temporary Emergency Care Shelter (Note: DPSS social worker will exhaust all other resources available to the Client prior to selecting a temporary placement). If required, obtain the required physical and tuberculosis (TB) test for Client within seven (7) calendar days after placement.
- d. Obtain approval for placement in a Contracted Temporary Emergency Shelter by a DPSS Supervisor or Manager. Complete the Emergency Shelter Care Admission Agreement (DPSS 2173) with all required authorization/signatures and submit to DPSS Administration within (5 days) of Client placement.
- e. Develop a 30-day shelter service plan using LIC 603 geared at ensuring Client safety and timely shelter transition. Service plan items may include, but is not limited to: monitoring of Client socialization skills/difficulties, emotional state, mental condition, physical health, dietary needs, and functioning skills to determine the level of care needed.
- f. Develop a strategy for returning Clients to his/her home, in collaboration with the DPSS social worker if the danger in the home has been resolved, or if plans have been made to locate to an appropriate permanent placement.
- g. Allow DPSS social workers to accompany Clients upon their admittance into the contracted Emergency Care Shelter facility. Allow the DPSS social worker to remain with the Client until he/she is familiar with his/her new surroundings or the facility personnel have accepted the Client for emergency placement.
- h. Notify DPSS Administration (using the appropriate contact information provided) via e-mail, fax, or phone within 5 days of beginning of placement with the details regarding the Client's placement and anticipated date of discharge.

5. Occupancy/Non Occupancy

Occupancy stay of Clients shall not exceed 30 days. To request for emergency shelter care extension, the Contractor shall notify DPSS a minimum of five (5) days prior to the expiration of the approved 30 day occupancy period , and shall comply with the following:

- a. Complete the extension agreement section of DPSS 2173 with the appropriate signatures attached hereto as Exhibit B.
- b. Obtain a DPSS Social Services Supervisor/Regional Manager signature on DPSS 2173 for an extension to be authorized.
- c. Obtain one (1) copy of the signed DPSS 2173 form to be given to the Client and retain one (1) copy to include in the case file/record.

6. Client and Basic Services

Contractor shall provide the following basic Client services:

- a. Lodging (Non-ambulatory beds)
- b. Three nutritious meals daily (unless a special diet is prescribed by a physician), including but not limited to:
 - i. Three (3) or more servings of low or nonfat dairy products
 - ii. Two (2) or more servings of protein-rich foods
 - iii. Three (3) or more servings of vegetables
 - iv. Two (2) or more servings of fruit
 - v. Six (6) or more servings of whole, enriched and fortified grains and cereals
- c. Laundry service
- d. Cleaning of the Client's room; including making sure hazardous materials are away from Client, maintaining a comfortable and suitable bed, and changing linen weekly or more often if required.
- e. Transportation to medical and dental appointments and shelter destinations, anywhere within Riverside County. Any destination outside of Riverside County must be approved by DPSS social service supervisor/manager.
- f. A planned activity program including the arrangement for utilization of available community resources, i.e. fitness and social activities.
- g. Continuous observation, care, and supervision as required per the medical evaluation or the functioning level of the Client.
- h. Assistance with bathing and personal needs as required including, but not limited to, bowel and bladder care.
- i. Accompaniment/supervision of Clients on Medical and Dental Office visits. All medical and nutritional directions provided by a physician shall be followed.

7. Reporting

Contractor shall submit a Shelter Care Billing Report, Exhibit H, once a month. This report shall be submitted electronically to DPSS Contracts Administration Unit at contractreporting@riversidedpss.org.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$35,875.

2. UNIT OF SERVICE COST RATE

The following unit costs for service will apply for the term of this Agreement:

Occupied rate per bed/per diem	\$85.00
Non-Occupied rate per bed/per month	\$50.00

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are 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.

All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

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

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.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. 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.

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. 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.
- b. 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 Contract, 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 Contract and the premises in which it is being performed.
- c. 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.
- d. 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 Contract. The Contractor shall not be reimbursed by DPSS for such an audit.

- e. 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. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, 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.

8. DISALLOWANCE

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

9. ADVANCE PAYMENT

DPSS may issue a one-time advance payment to the Contractor in an amount up to 25% of the initial MRA upon written request by the Contractor and utilizing the Form DPSS 2076A (Exhibit A). Any advance payment approved by DPSS will be processed through the County Board of Supervisors for final signature.

With each monthly billing, beginning with the July invoice, DPSS will recoup the advance based on the percentage of service dollars used, i.e. if 25% of the MRA is billed and allowed, 25% of the advance shall be recouped. At a minimum, 1/10 of the advance payment will be recouped per month.

If at the end of the ninth (9th) monthly billing period, sufficient services are not projected to be provided and invoiced to recoup the entire advance balance, the Contractor's final three invoices shall be used to offset any remaining advance payment balance. Any remaining advance payment balance will be handled as in the section herein entitled "Disallowance".

C. ADMINISTRATIVE

1. 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 Contract.

2. 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.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. 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 Contract, 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).
- b. 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.
- c. 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.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:
- (1.) An increased or decreased wage determination applied to this Agreement by operation of law;
 - (2.) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
 - (3.) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
- (1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
 - (2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

6. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures 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,

marital 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 give assurance 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 Contractor 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 Contractor 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

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

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/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

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as

otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Client in both languages.

7. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a Client grievance policy and procedure that describes the system by which Clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a Client for a State hearing

8. 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 Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subContractors, agents or representatives Indemnitors from this Contract. 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 Indemnitees 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 Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

9. INSURANCE

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

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the 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. The 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, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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 Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their

respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(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.

b. General Insurance Provisions -- All lines:

- (1) 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 A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare 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 Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) 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 certified 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 Contract shall terminate

forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto 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.
- (5) If, during the term of this Contract 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 Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract 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.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subContractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) 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 Contract.

10. LICENSES AND PERMITS

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

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

11. 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 Contract.

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 Contract. 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 Contract.

12. ASSIGNMENT

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

13. PERSONNEL

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

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

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

b. Background Checks

Conduct criminal background records checks on all employees, subContractors, and volunteers providing services under this agreement. Prior to these individuals providing services to Clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

c. Required Licenses or Certifications

d. Required Level of Education

e. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1.) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2.) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3.) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

14. SUBCONTRACT FOR SERVICES

No agreements will 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 will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

15. CHILD ABUSE REPORTING

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

16. AMERICANS WITH DISABILITIES ACT

The Contractor shall not discriminate against qualified people with disabilities in public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act and California Administrative Code Title 24.

17. ADULT AND ELDER 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.

18. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

19. 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.

20. HEALTH INSURANCE PORTABILITY 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

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective October 1, 2011 to June 30, 2012, with 2 one-year renewal option(s).

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

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

CONTRACTOR: Palm Springs Retirement Home
Attn: Edna Pelen
627 Highland Dr.
Palm Springs, CA 92264

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 Contract, 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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, 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 the Contract pending DPSS' decision.

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may

terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

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

G. GOVERNING LAW

This Contract 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 Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. 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.

I. TERMINATION

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

J. ENTIRE CONTRACT

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

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

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

From: Palm Springs Retirement Home
Remit to Name
627 Highland Dr.
Address
Palm Springs CA 92264
City State Zip Code
Palm Springs Retirement Home
Contractor Name
AS-02061
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

Unit of Service Payment \$ _____

_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

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

If amount authorized is different from amount request, please explain:

Fund (5)

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

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

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

"Address"
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.

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
EMERGENCY SHELTER CARE ADMISSION AGREEMENT

Name of Facility:		Telephone:	
Facility Address:			
Name of Client:			
Client SSN:		Client DOB:	

This is a residential care, non-medical facility licensed by the State Department of Social Services.
THIS FACILITY IS NOT LICENSED TO PROVIDE MEDICAL OR NURSING CARE.

- BASIC SERVICES** The facility shall provide the basic service listed on the attached page and lodging.
- SHELTER RATE** Payment for shelter bed and basic services shall be at the DPSS contract rate. NOTE: Any services provided that are not defined within the scope of the Riverside County DPSS Shelter Contract shall be at the cost of the client and/or the facility.
- SERVICE AUTHORIZATION** Riverside County DPSS shall assume payment responsibility for the emergency shelter placement effective _____ through _____ (***NOT to exceed 30 days***).
- SERVICE TERMINATION** The client or his/her responsible representative shall assume payment responsibility for the emergency shelter placement effective _____.

The client's source of payment is (please choose one): _____ Private pay _____ SSI/SSP benefits.

By signing below, you (the client or responsible/authorized representative) understand and agree that:

- placement in this emergency shelter care facility is temporary;
- your stay may not exceed the time approved by DPSS;
- if you stay longer than the period approved by DPSS, you (the client or responsible/authorized representative) are responsible for any additional charges;
- you (the client or responsible/authorized representative) shall contact the County Social Service Worker if the terms for the payment responsibility stated above need to be amended;
- you (the client or responsible/authorized representative) agree to take steps to provide a permanent living arrangement for yourself in the shortest time possible.

CLIENT SIGNATURE* _____ Date: _____

** Responsible/Authorized Representative shall sign his/her own name on behalf of the client.*

CLIENT DISCHARGE AGREEMENT I have been informed that my discharge date is _____.
I agree to take full financial responsibility if I choose to remain at this facility after my discharge date.

CLIENT SIGNATURE* _____ Date: _____

** Responsible/Authorized Representative shall sign his/her own name on behalf of the client.*

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
EMERGENCY SHELTER CARE ADMISSION AGREEMENT

Name of Client:		Client SSN:	
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By signing below, this Emergency Shelter Administrator understands and agrees that:

- DPSS payment of client services shall not exceed 30 days, unless otherwise authorized by a DPSS Social Services Supervisor and Manager (using the required Service Extension Agreement portion of this form);
- the facility and/or client (or responsible party) are responsible for any unauthorized service or period of stay that exceed the time approved by DPSS.

X _____
Administrator/Licensee signature Date

X _____
DPSS Social Worker Signature Social Worker Telephone Date

X _____
DPSS Social Services Supervisor Signature Supervisor Telephone Date

SERVICE EXTENSION AGREEMENT

Exceptional circumstances have warranted placement beyond 30 days. The above client has been approved for _____ additional days by DPSS. The new discharge date is: _____.

X _____
DPSS Social Worker Signature Social Worker Telephone Date

X _____
DPSS Supervisor/Manager Signature Supervisor Telephone Date

Note: Service extension beyond 15 days requires Manager approval (initial): _____

REVISED CLIENT DISCHARGE AGREEMENT

I have been informed that my discharge date is _____. I agree to take full financial responsibility if I choose to remain at this facility after my discharge date.

CLIENT SIGNATURE* _____ Date: _____

** Responsible/Authorized Representative shall sign his/her own name on behalf of the client.*

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
EMERGENCY SHELTER CARE ADMISSION AGREEMENT

AS-02061
Exhibit B

Definitions:

BASIC GENERAL SERVICES

- (a) Lodging
- (b) Food services:
 - 1. Three nutritious meals daily and between meals nourishment or snack
 - 2. Special diets if prescribed by a doctor.
- (c) Laundry service
- (d) Cleaning of the client's room
- (e) Comfortable and suitable bed including fresh linen weekly or more often if needed.
- (f) Plan, arrange and/or provide for transportation to medical and dental appointments
- (g) A planned activity program including arrangement for utilization of available community resources
- (h) Notification to family and other appropriate person/agency of client's needs.

BASIC PERSONAL SERVICES

- (a) Continuous observation, care and supervision, as required.
- (b) Assistance with bathing and personal needs, as required.
- (c) Assistance with meeting necessary medical and dental needs.
- (d) Assistance, as needed, with taking prescribed medications in accordance with physician's instructions unless prohibited by law or regulation.
- (e) Bedside care for minor temporary illnesses.
- (f) Maintenance or supervision of client cash resources or property if necessary.

EXCEPTIONAL CIRCUMSTANCES (may include but not limited to):

- (a) Client is still at risk if he/she leaves the facility or
- (b) Permanent placement has been arranged but move-in date does not coincide with discharge date and
- (c) Extension not to exceed fifteen (15) days past original discharge date.

NOTE: Unless an extension is granted through the use of Emergency Shelter Care Admission Agreement (DPSS 2173) payment of additional days of service shall be collected from the client or authorized representative.

Payment Options:

Option A. The monthly rate for basic services will be paid by the Riverside County Department of Public Social Services (DPSS) in accordance with the terms of a contract between DPSS and this facility.

Option B. Per Diem payments for Basic Services are paid in arrears by DPSS. Unless otherwise contracted, the per diem rate shall be the current Social Security Supplemental payment rate for Board and Care.

The basic rate as stated above does not include any additional charges for any optional services provided by the facility. You have no obligation to purchase any of these services. **However, if you purchase optional services, you are responsible for the additional charges,** as these items are not included in the contract between DPSS and this facility.

EXHIBIT C

PREPLACEMENT APPRAISAL INFORMATION

Admission - Residential Care Facilities

NOTE: This information may be obtained from the applicant, or his/her authorized representative. (Relatives, social agency, hospital or physician may assist the applicant in completing this form.) This form is not a substitute for the Physician's Report (LIC 602).

APPLICANT'S NAME

AGE

HEALTH (Describe overall health condition including any dietary limitations)

PHYSICAL DISABILITIES (Describe any physical limitations including vision, hearing or speech)

MENTAL CONDITION (Specify extent of any symptoms of confusion, forgetfulness, participation in social activities (i.e., active or withdrawn))

HEALTH HISTORY (List currently prescribed medications and major illnesses, surgery, accidents; specify whether hospitalized and length of hospitalization in last 5 years)

SOCIAL FACTORS (Describe likes and dislikes, interests and activities)

BED STATUS

- OUT OF BED ALL DAY
- IN BED ALL OR MOST OF THE TIME
- IN BED PART OF THE TIME

COMMENT

TUBERCULOSIS INFORMATION

ANY HISTORY OF TUBERCULOSIS IN APPLICANT'S FAMILY?

- YES
- NO

DATE OF TB TEST

- POSITIVE
- NEGATIVE

ANY RECENT EXPOSURE TO ANYONE WITH TUBERCULOSIS?

- YES
- NO

ACTION TAKEN (IF POSITIVE)

GIVE DETAILS

EXHIBIT C

AMBULATORY STATUS (This person is ambulatory nonambulatory)

Ambulatory means able to demonstrate the mental and physical ability to leave a building without the assistance of a person or the use of a mechanical device. An ambulatory person must be able to do the following:

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Able to walk without any physical assistance (e.g., walker, crutches, other person), or able to walk with a cane. |
| <input type="checkbox"/> | <input type="checkbox"/> | Mentally and physically able to follow signals and instructions for evacuation. |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to use evacuation routes including stairs if necessary. |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to evacuate reasonably quickly (e.g., walk directly the route without hesitation). |

FUNCTIONAL CAPABILITIES (Check all items below)

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Active, requires no personal help of any kind - able to go up and down stairs easily |
| <input type="checkbox"/> | <input type="checkbox"/> | Active, but has difficulty climbing or descending stairs |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses brace or crutch |
| <input type="checkbox"/> | <input type="checkbox"/> | Feeble or slow |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses walker. If Yes, can get in and out unassisted? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses wheelchair. If Yes, can get in and out unassisted? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | Requires grab bars in bathroom |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: (Describe) |

SERVICES NEEDED (Check items and explain)

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Help in transferring in and out of bed and dressing _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with bathing, hair care, personal hygiene _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Does client desire and is client capable of doing own personal laundry and other household tasks (specify) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with moving about the facility _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with eating (need for adaptive devices or assistance from another person) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Special diet/observation of food intake _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Toileting, including assistance equipment, or assistance of another person _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Continence, bowel or bladder control. Are assistive devices such as a catheter required? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with medication _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Needs special observation/night supervision (due to confusion, forgetfulness, wandering) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in managing own cash resources _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in participating in activity programs _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Special medical attention _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Assistance in incidental health and medical care _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Other "Services Needed" not identified above _____ |

Is there any additional information which would assist the facility in determining applicant's suitability for admission? Yes No

If Yes, please attach comments on separate sheet.

To the best of my knowledge, I (the above person) do not need skilled nursing care.

SIGNATURE

DATE COMPLETED

APPLICANT (CLIENT) OR AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE COMPLETED

LICENSEE OR DESIGNATED REPRESENTATIVE

DATE COMPLETED

Section 1569.152 of the Health and Safety Code:

1569.152. (a) A residential care facility for the elderly, as defined in Section 1569.2, which fails to make reasonable efforts to safeguard resident property shall reimburse a resident for or replace stolen or lost resident property at its then current value. The facility shall be presumed to have made reasonable efforts to safeguard resident property if the facility has shown clear and convincing evidence of its efforts to meet each of the requirements specified in Section 1569.153. The presumption shall be a rebuttable presumption, and the resident or the resident's representative may pursue this matter in any court of competent jurisdiction.

(b) A civil penalty shall be levied if the residential care facility for the elderly has no program in place or if the facility has not shown clear and convincing evidence of its efforts to meet all of the requirements set forth in Section 1569.153. The State Department of Social Services shall issue a deficiency in the event that the manner in which the policies have been implemented is inadequate or the individual facility situation warrants additional theft and loss protections.

(c) The department shall not determine that a facility's program is inadequate based solely on the occasional occurrence of theft or loss in a facility.

SEC. 3. Section 1569.153 of the Health and Safety Code:

1569.153. A theft and loss program shall be implemented by the residential care facilities for the elderly within 90 days after January 1, 1989. The program shall include all of the following:

- (a) Establishment and posting of the facility's policy regarding theft and investigative procedures.
- (b) Orientation to the policies and procedures for all employees within 90 days of employment.
- (c) Documentation of lost and stolen resident property with a value of twenty-five dollars (\$25) or more within 72 hours of the discovery of the loss or theft and, upon request, the documented theft and loss record for the past 12 months shall be made available to the State Department of Social Services, law enforcement agencies and to the office of the State Long-Term Care Ombudsman in response to a specific complaint. The documentation shall include, but not be limited to, the following:
 - (1) A description of the article.
 - (2) Its estimated value.
 - (3) The date and time the theft or loss was discovered.
 - (4) If determinable, the date and time the loss or theft occurred.
 - (5) The action taken.
- (d) A written resident personal property inventory is established upon admission and retained during the resident's stay in the residential care facility for the elderly. Inventories shall be written in ink, witnessed by the facility and the resident or resident's representative, and dated. A copy of the written inventory shall be provided to the resident or the person acting on the resident's behalf. All additions to an inventory shall be made in ink, and shall be witnessed by the facility and the resident or resident's representative, and dated. Subsequent items brought into or removed from the facility shall be added to or deleted from the personal property inventory by the facility at the written request of the resident, the resident's family, a responsible party, or a person acting on behalf of a resident. The facility shall not be liable for items which have not been requested to be included in the inventory or for items which have been deleted from the inventory. A copy of a current inventory shall be made available upon request to the resident, responsible party, or other authorized representative. The resident, resident's family, or a responsible party may list those items which are not subject to addition or deletion from the inventory such as personal clothing or laundry, which are subject to frequent removal from the facility.
- (e) Inventory and surrender of the resident's personal effects and valuables upon discharge to the resident or authorized representative in exchange for a signed receipt.
- (f) Inventory and surrender of personal effects and valuables following the death of a resident to the authorized representative in exchange for a signed receipt. Immediate written notice to the public administrator of the county upon the death of a resident whose heirs are unable or unwilling to claim the property as specified in Chapter 20 (commencing with Section 1140) of Division 3 of the Probate Code.
- (g) Documentation, at least semiannually, of the facility's efforts to control theft and loss, including the review of theft and loss documentation and investigative procedures and results of the investigation by the administrator and, when feasible, the resident council.
- (h) Establishment of a method of marking, to the extent feasible, personal property items for identification purposes upon admission and, as added to the property inventory list, including engraving of dentures and tagging of other prosthetic devices.
- (i) Reports to the local law enforcement agency within 36 hours when the administrator of the facility has reason to believe resident property with a then current value of one hundred dollars (\$100) or more has been stolen. Copies of those reports for the preceding 12 months shall be made available to the State Department of Social Services and law enforcement agencies.
- (j) Maintenance of a secured area for residents' property which is available for safekeeping of resident property upon the request of the resident or the resident's responsible party. Provide a lock for the resident's bedside drawer or cabinet upon request of and at the expense of the resident, the resident's family, or authorized representative. The facility administrator shall have access to the locked areas upon request.
- (k) A copy of this section and Sections 1569.152, 1569.153 and 1569.154 is provided by a facility to all of the residents and their responsible parties, and available upon request, to all of the facility's prospective residents and their responsible parties.
- (l) Notification to all current residents and all new residents, upon admission, of the facility's policies and procedures relating to the facility's theft and loss prevention program.
- (m) Only those residential units in which there are no unrelated residents and where the unit can be secured by the resident or residents are exempt from the requirements of this section.

Section 1569.154 of the Health and Safety Code:

1569.154. No provision of a contract of admission, which includes all documents which a resident or his or her representative is required to sign at the time of, or as a condition of, admission to a residential care facility for the elderly, shall require or imply a lesser standard of responsibility for the personal property of residents than is required by law.

I have received a copy of Health and Safety Code Sections: 1569.152, 1569.153, and 1569.154 and am acquainted with the facilities personal property safeguard procedures.

CLIENT/RESIDENT/RESPONSIBLE PERSON SIGNATURE	TITLE	DATE
LICENSEE OR DESIGNATED REPRESENTATIVE		DATE COMPLETED

EXHIBIT F

UNUSUAL INCIDENT/INJURY REPORT

INSTRUCTIONS : NOTIFY LICENSING AGENCY, PLACEMENT AGENCY AND RESPONSIBLE PERSONS, IF ANY, BY NEXT WORKING DAY.

SUBMIT WRITTEN REPORT WITHIN 7 DAYS OF OCCURRENCE.

RETAIN COPY OF REPORT IN CLIENT'S FILE

NAME OF FACILITY

FACILITY FILE NUMBER

TELEPHONE NUMBER

ADDRESS

CITY, STATE, ZIP

CLIENTS/RESIDENTS INVOLVED	DATE OCCURRED	AGE	SEX	DATE OF ADMISSION

TYPE OF INCIDENT

- | | | | | |
|--|---|--|---|--|
| <input type="checkbox"/> Unauthorized Absence | <input type="checkbox"/> Alleged Client Abuse | <input type="checkbox"/> Rape | <input type="checkbox"/> Injury-Accident | <input type="checkbox"/> Medical Emergency |
| <input type="checkbox"/> Aggressive Act/Self | <input type="checkbox"/> Sexual | <input type="checkbox"/> Pregnancy | <input type="checkbox"/> Injury-Unknown Origin | <input type="checkbox"/> Other Sexual Incident |
| <input type="checkbox"/> Aggressive Act/Another Client | <input type="checkbox"/> Physical | <input type="checkbox"/> Suicide Attempt | <input type="checkbox"/> Injury-From another Client | <input type="checkbox"/> Theft |
| <input type="checkbox"/> Aggressive Act/Staff | <input type="checkbox"/> Psychological | <input type="checkbox"/> Other | <input type="checkbox"/> Injury-From behavior episode | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Aggressive Act/Family, Visitors | <input type="checkbox"/> Financial | | <input type="checkbox"/> Epidemic Outbreak | <input type="checkbox"/> Property Damage |
| <input type="checkbox"/> Alleged Violation of Rights | <input type="checkbox"/> Neglect | | <input type="checkbox"/> Hospitalization | <input type="checkbox"/> Other (explain) |

DESCRIBE EVENT OR INCIDENT (INCLUDE DATE, TIME, LOCATION, PERPETRATOR, NATURE OF INCIDENT, ANY ANTECEDENTS LEADING UP TO INCIDENT AND HOW CLIENTS WERE AFFECTED INCLUDING ANY INJURIES)

.....

PERSON(S) WHO OBSERVED THE INCIDENT/INJURY

.....

EXPLAIN WHAT IMMEDIATE ACTION WAS TAKEN (INCLUDE PERSONS CONTACTED):

.....

EXHIBIT F

MEDICAL TREATMENT NECESSARY? YES NO IF YES, GIVE NATURE OF TREATMENT

WHERE ADMINISTERED:

ADMINISTERED BY:

FOLLOW-UP TREATMENT, IF ANY:

ACTION TAKEN OR PLANNED (BY WHOM AND ANTICIPATED RESULTS):

LICENSEE/SUPERVISOR COMMENTS:

NAME OF ATTENDING PHYSICIAN

REPORT SUBMITTED BY:	NAME AND TITLE	DATE
REPORT REVIEWED/APPROVED BY:	NAME AND TITLE	DATE

AGENCIES/INDIVIDUALS NOTIFIED (SPECIFY NAME AND TELEPHONE NUMBER)

- LICENSING _____ ADULT/CHILD PROTECTIVE SERVICES _____
- LONG TERM CARE OMBUDSMAN _____ PARENT/GUARDIAN/CONSERVATOR _____
- LAW ENFORCEMENT _____ PLACEMENT AGENCY _____

EXHIBIT G

**CONSENT FOR EMERGENCY MEDICAL TREATMENT-
Adult and Elderly Residential Facilities**

AS THE CLIENT, AUTHORIZED REPRESENTATIVE OR CONSERVATOR, I HEREBY GIVE CONSENT TO
_____ TO PROVIDE ALL EMERGENCY MEDICAL OR DENTAL CARE
FACILITY NAME
PRESCRIBED BY A DULY LICENSED PHYSICIAN (M.D.) OSTEOPATH (D.O.) OR DENTIST (D.D.S.) FOR
_____. THIS CARE MAY BE GIVEN UNDER WHATEVER
NAME
CONDITIONS ARE NECESSARY TO PRESERVE THE LIFE, LIMB OR WELL BEING OF THE INDIVIDUAL NAMED
ABOVE.

CLIENT HAS THE FOLLOWING MEDICATION ALLERGIES:

DATE CLIENT/AUTHORIZED REPRESENTATIVE/CONSERVATOR SIGNATURE
(CIRCLE APPROPRIATE TITLE)

HOME ADDRESS

HOME PHONE WORK PHONE
() ()
LIC (27C) (27G) (SP) (202) (CONFIDENTIAL)

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

SERVICES CONTRACT: AS-02174
 CONTRACTOR: Yorkshire House LLC
 CONTRACT TERM: October 1, 2011 - June 30, 2012
 MAXIMUM REIMBURSABLE AMOUNT: \$41,625.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Emergency Care Shelter for Elderly services.

WHEREAS, Yorkshire House LLC is qualified to provide Emergency Care Shelter for Elderly services:

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

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


Authorized Signature for County:	Authorized Signature 
Printed Name of Person Signing: Bob Buster	Printed Name of Person Signing: Colin Taylor
Title: Chair, Board of Supervisors	Title: President
Address: 10281 Kidd St. Riverside, CA 92503	Address: 26933 Cornell St. Hemet, CA 92544
Date Signed:	Date Signed:

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List of Exhibits

Exhibit A- DPSS 2076A & Instructions
Exhibit B- DPSS 2173 Emergency Shelter Care Agreement
Exhibit C- LIC 603 Preplacement appraisal information

Exhibit D- LIC 621 Client/Resident Personal Property and Valuables
Exhibit E- LIC 622 Centrally stored medication and destruction record
Exhibit F- LIC 624 Unusual Incident/Injury Report
Exhibit G- LIC 627C Consent for Emergency Medical Treatment
Exhibit H- Shelter Care Billing Report

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to Yorkshire House LLC.
- B. "Client" refers to an elder or dependent adult who has been authorized by DPSS to obtain services.
- C. "Facility" refers to the location of the Yorkshire House building, which houses Clients.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- E. "APS" refers to DPSS' Adult Protective Services Division.
- F. "Elder" is defined as an individual who is more than sixty-five (65) years of age, who cannot remain in their own home or other independent living arrangement.
- G. "Dependent Adult" is defined as an individual who is between the ages of eighteen (18) and sixty-four (64) years of age, who has physical or mental limitations that restrict his or her ability to carry out normal activities to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Yorkshire House LLC.
- B. DPSS may monitor the performance of the Yorkshire House LLC in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Geographic Service Area

- a. Contractor shall accept Client referrals from all areas of the County.
- b. Contractor shall have their care Facility located within Riverside County.

2. Target Population

Contractor shall accept anyone who is an elder or dependent adult that has a new or existing APS case involving exceptions, immediate life threats, or an imminent danger situation.

3. Administration Requirements

Contractor shall meet the following administrative requirements:

- a. Provide 24-hour emergency shelter board and care placement services in a protective environment, on an as needed basis, as required by DPSS via the Emergency Shelter Care Agreement, form DPSS 2173 (Exhibit B). DPSS must be notified by telephone within 24 hours if the Contractor feels that Client residential service needs are beyond the scope/licensing parameters of the Facility.
- b. Meet all policies and regulatory admission requirements set by the State of California Community Care Licensing (CCL) Agency.
- c. Obtain a CCL Emergency Placement Waiver allowing the Facility to have a revised plan of operation on file with CCL that obligates the Board and Care to obtain a physical exam and Tuberculosis (TB) test for each Client. Waiver should be attached to submittal and verified annually.
- d. A bed shall be available at all times for DPSS clients. When DPSS refers a client to the Facility that bed shall be deemed "Occupied", and another bed shall be reserved for DPSS clients at the "Non-Occupied" rate for purposes of Fiscal Section B.2. until the Facility reaches capacity.
- e. Operate continuously through the term of an agreement with the personnel, services, facilities, equipment, and supplies as are necessary to perform services.
- f. Retain qualified staff members able to perform services for Clients, in accordance with all applicable statutes and regulations.
- g. Maintain a Client file containing all necessary information associated with each Client, including but not limited to the following completed forms, attached hereto and incorporated herein by this reference:

Mandatory Forms- upon intake/admission:

- i. DPSS 2173-Emergency Shelter Care Admission Agreement (Exhibit B)
- ii. LIC 603-Preplacement appraisal information (Exhibit C)
- iii. LIC 621-Client/Resident Personal Property and Valuables (Exhibit D)
- iv. LIC 622-Centrally stored medication and destruction record (Exhibit E)
- v. LIC 627C-Consent for Emergency Medical Treatment (Exhibit G)
- vi. Shelter Care Billing Report (Exhibit H)

Non-Mandatory Forms (only as needed upon an incident)

- vii. LIC 624-Unusual Incident/Injury Report (Exhibit F)
- h. Notify DPSS within twenty-four (24) hours if the Client referred by DPSS has been hospitalized. If the placing social worker cannot be reached, the Contractor shall phone the social worker's supervisor.
- i. Obtain DPSS social worker or Supervisor approval prior to contacting Client's family or any other persons/agencies regarding Client needs, who is not directly connected to the social worker's service plan.
- j. Immediately advise the DPSS social worker of any and all changes in the Client's health, behavior, or any other change.

4. Intake/Admission

Contractor shall complete the following activities when admitting a Client referred by DPSS:

- a. Provide confirmation/verification to DPSS staff regarding availability of unoccupied bed(s).
- b. Complete a standard intake process (using LIC 603) that includes, but is not limited to, gathering basic and emergency information for Client and complying with health screening.
- c. Complete an assessment using appropriate CCL forms to determine if Client meets criteria for placement in a Contracted Temporary Emergency Care Shelter (Note: DPSS social worker will exhaust all other resources available to the Client prior to selecting a temporary placement). If required, obtain the required physical and tuberculosis (TB) test for Client within seven (7) calendar days after placement.
- d. Obtain approval for placement in a Contracted Temporary Emergency Shelter by a DPSS Supervisor or Manager. Complete the Emergency Shelter Care Admission Agreement (DPSS 2173) with all required authorization/signatures and submit to DPSS Administration within (5 days) of Client placement.
- e. Develop a 30-day shelter service plan using LIC 603 geared at ensuring Client safety and timely shelter transition. Service plan items may include, but is not limited to: monitoring of Client socialization skills/difficulties, emotional state, mental condition, physical health, dietary needs, and functioning skills to determine the level of care needed.
- f. Develop a strategy for returning Clients to his/her home, in collaboration with the DPSS social worker if the danger in the home has been resolved, or if plans have been made to locate to an appropriate permanent placement.
- g. Allow DPSS social workers to accompany Clients upon their admittance into the contracted Emergency Care Shelter Facility. Allow the DPSS social worker to remain with the Client until he/she is familiar with his/her new surroundings or the Facility personnel have accepted the Client for emergency placement.
- h. Notify DPSS Administration (using the appropriate contact information provided) via e-mail, fax, or phone within 5 days of beginning of placement with the details regarding the Client's placement and anticipated date of discharge.

5. Occupancy/Non Occupancy

Occupancy stay of Clients shall not exceed 30 days. To request for emergency shelter care extension, the Contractor shall notify DPSS a minimum of five (5) days prior to the expiration of the approved 30 day occupancy period , and shall comply with the following:

- a. Complete the extension agreement section of DPSS 2173 with the appropriate signatures attached hereto as Exhibit B.
- b. Obtain a DPSS Social Services Supervisor/Regional Manager signature on DPSS 2173 for an extension to be authorized.
- c. Obtain one (1) copy of the signed DPSS 2173 form to be given to the Client and retain one (1) copy to include in the case file/record.

6. Client and Basic Services

Contractor shall provide the following basic Client services:

- a. Lodging (Non-ambulatory beds)
- b. Three nutritious meals daily (unless a special diet is prescribed by a physician), including but not limited to:
 - i. Three (3) or more servings of low or nonfat dairy products
 - ii. Two (2) or more servings of protein-rich foods
 - iii. Three (3) or more servings of vegetables
 - iv. Two (2) or more servings of fruit
 - v. Six (6) or more servings of whole, enriched and fortified grains and cereals
- c. Laundry service
- d. Cleaning of the Client's room; including making sure hazardous materials are away from Client, maintaining a comfortable and suitable bed, and changing linen weekly or more often if required.
- e. Transportation to medical and dental appointments and shelter destinations, anywhere within Riverside County. Any destination outside of Riverside County must be approved by DPSS social service supervisor/manager.
- f. A planned activity program including the arrangement for utilization of available community resources, i.e. fitness and social activities.
- g. Continuous observation, care, and supervision as required per the medical evaluation or the functioning level of the Client.
- h. Assistance with bathing and personal needs as required including, but not limited to, bowel and bladder care.
- i. Accompaniment/supervision of Clients on Medical and Dental Office visits. All medical and nutritional directions provided by a physician shall be followed.

Reporting

Contractor shall submit a Shelter Care Billing Report, Exhibit H, once a month. This report shall be submitted electronically to DPSS Contracts Administration Unit at contractreporting@riversidedpss.org.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$41,625.

2. UNIT OF SERVICE COST RATE

The following unit costs for service will apply for the term of this Agreement:

Occupied rate per bed/per diem	\$90.00
Non-Occupied rate per bed/per month	\$25.00

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are 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.

All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

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

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.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. 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.

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. 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.
- b. 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 Contract, 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 Contract and the premises in which it is being performed.
- c. 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.
- d. 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 Contract. The Contractor shall not be reimbursed by DPSS for such an audit.

- e. 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. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, 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.

8. DISALLOWANCE

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

9. ADVANCE PAYMENT

DPSS may issue a one-time advance payment to the Contractor in an amount up to 25% of the initial MRA upon written request by the Contractor and utilizing the Form DPSS 2076A (Exhibit A). Any advance payment approved by DPSS will be processed through the County Board of Supervisors for final signature.

With each monthly billing, beginning with the July invoice, DPSS will recoup the advance based on the percentage of service dollars used, i.e. if 25% of the MRA is billed and allowed, 25% of the advance shall be recouped. At a minimum, 1/10 of the advance payment will be recouped per month.

If at the end of the ninth (9th) monthly billing period, sufficient services are not projected to be provided and invoiced to recoup the entire advance balance, the Contractor's final three invoices shall be used to offset any remaining advance payment balance. Any remaining advance payment balance will be handled as in the section herein entitled "Disallowance".

C. ADMINISTRATIVE

1. 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 Contract.

2. 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.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. 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 Contract, 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).
- b. 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.
- c. 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.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:
 - (1.) An increased or decreased wage determination applied to this Agreement by operation of law;
 - (2.) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
 - (3.) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
 - (1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
 - (2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

6. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures 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, marital 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 give assurance 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 Contractor 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 Contractor 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

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

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/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

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as

otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Client in both languages.

7. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a Client grievance policy and procedure that describes the system by which Clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a Client for a State hearing

8. 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 Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subContractors, agents or representatives Indemnitors from this Contract. 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 Indemnitees 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 Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

9. INSURANCE

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

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the 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. The 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, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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 Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their

respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(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.

b. General Insurance Provisions – All lines:

- (1) 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 A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare 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 Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) 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 certified 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 Contract shall terminate

forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto 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.
- (5) If, during the term of this Contract 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 Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract 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.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) 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 Contract.

10. LICENSES AND PERMITS

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

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

11. 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 Contract.

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 Contract. 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 Contract.

12. ASSIGNMENT

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

13. PERSONNEL

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

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

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

- b. Background Checks

Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this agreement. Prior to these individuals providing services to Clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

- c. Required Licenses or Certifications

d. Required Level of Education

e. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1.) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2.) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3.) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

14. SUBCONTRACT FOR SERVICES

No agreements will 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 will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

15. CHILD ABUSE REPORTING

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

16. AMERICANS WITH DISABILITIES ACT

The Contractor shall not discriminate against qualified people with disabilities in public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act and California Administrative Code Title 24.

17. ADULT AND ELDER 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.

18. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

19. 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.

20. HEALTH INSURANCE PORTABILITY 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

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective October 1, 2011 to June 30, 2012, with 2 one-year renewal option(s).

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

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

CONTRACTOR: Yorkshire House LLC
Attn: Colin Taylor
26933 Cornell St.
Hemet, CA 92544

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 Contract, 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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, 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 the Contract pending DPSS' decision.

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may

terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

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

G. GOVERNING LAW

This Contract 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 Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. 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.

I. TERMINATION

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

J. ENTIRE CONTRACT

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

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

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

From: Yorkshire House LLC
Remit to Name
26933 Cornell St.
Address
Hemet CA 92544
City State Zip Code
Yorkshire House LLC
Contractor Name
AS-02174
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- Advance Payment \$ _____
(if allowed by Contract/MOU)
- Actual Payment \$ _____
(Same amount as 2076B if needed)
- Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
- _____ # of Units) X (\$) _____
- _____ # of Units) X (\$) _____
- _____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

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)	If amount authorized is different from amount request, please explain:	
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

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST**"Remit to Name"**

The legal name of your agency.

"Address"

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.

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
EMERGENCY SHELTER CARE ADMISSION AGREEMENT

Name of Facility:		Telephone:	
Facility Address:			
Name of Client:			
Client SSN:		Client DOB:	

This is a residential care, non-medical facility licensed by the State Department of Social Services. THIS FACILITY IS NOT LICENSED TO PROVIDE MEDICAL OR NURSING CARE.

1. **BASIC SERVICES** The facility shall provide the basic service listed on the attached page and lodging.
2. **SHELTER RATE** Payment for shelter bed and basic services shall be at the DPSS contract rate. NOTE: Any services provided that are not defined within the scope of the Riverside County DPSS Shelter Contract shall be at the cost of the client and/or the facility.
3. **SERVICE AUTHORIZATION** Riverside County DPSS shall assume payment responsibility for the emergency shelter placement effective _____ through _____ (***NOT to exceed 30 days***).
4. **SERVICE TERMINATION** The client or his/her responsible representative shall assume payment responsibility for the emergency shelter placement effective _____.

The client's source of payment is (please choose one): _____ Private pay _____ SSI/SSP benefits.

By signing below, you (the client or responsible/authorized representative) understand and agree that:

- placement in this emergency shelter care facility is temporary;
- your stay may not exceed the time approved by DPSS;
- if you stay longer than the period approved by DPSS, you (the client or responsible/authorized representative) are responsible for any additional charges;
- you (the client or responsible/authorized representative) shall contact the County Social Service Worker if the terms for the payment responsibility stated above need to be amended;
- you (the client or responsible/authorized representative) agree to take steps to provide a permanent living arrangement for yourself in the shortest time possible.

CLIENT SIGNATURE* _____ Date: _____

** Responsible/Authorized Representative shall sign his/her own name on behalf of the client.*

CLIENT DISCHARGE AGREEMENT I have been informed that my discharge date is _____. I agree to take full financial responsibility if I choose to remain at this facility after my discharge date.

CLIENT SIGNATURE* _____ Date: _____

** Responsible/Authorized Representative shall sign his/her own name on behalf of the client.*

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
EMERGENCY SHELTER CARE ADMISSION AGREEMENT

Name of Client:	Client SSN:
-----------------	-------------

By signing below, this Emergency Shelter Administrator understands and agrees that:

- DPSS payment of client services shall not exceed 30 days, unless otherwise authorized by a DPSS Social Services Supervisor and Manager (using the required Service Extension Agreement portion of this form);
- the facility and/or client (or responsible party) are responsible for any unauthorized service or period of stay that exceed the time approved by DPSS.

X _____	_____	_____
Administrator/Licensee signature		Date
X _____	_____	_____
DPSS Social Worker Signature	Social Worker Telephone	Date
X _____	_____	_____
DPSS Social Services Supervisor Signature	Supervisor Telephone	Date

SERVICE EXTENSION AGREEMENT

Exceptional circumstances have warranted placement beyond 30 days. The above client has been approved for _____ additional days by DPSS. The new discharge date is: _____.

X _____	_____	_____
DPSS Social Worker Signature	Social Worker Telephone	Date
X _____	_____	_____
DPSS Supervisor/Manager Signature	Supervisor Telephone	Date

Note: Service extension beyond 15 days requires Manager approval (initial): _____

REVISED CLIENT DISCHARGE AGREEMENT

I have been informed that my discharge date is _____. I agree to take full financial responsibility if I choose to remain at this facility after my discharge date.

CLIENT SIGNATURE* _____ Date: _____

* Responsible/Authorized Representative shall sign his/her own name on behalf of the client.

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
EMERGENCY SHELTER CARE ADMISSION AGREEMENT

Definitions:**BASIC GENERAL SERVICES**

- (a) Lodging
- (b) Food services:
 1. Three nutritious meals daily and between meals nourishment or snack
 2. Special diets if prescribed by a doctor.
- (c) Laundry service
- (d) Cleaning of the client's room
- (e) Comfortable and suitable bed including fresh linen weekly or more often if needed.
- (f) Plan, arrange and/or provide for transportation to medical and dental appointments
- (g) A planned activity program including arrangement for utilization of available community resources
- (h) Notification to family and other appropriate person/agency of client's needs.

BASIC PERSONAL SERVICES

- (a) Continuous observation, care and supervision, as required.
- (b) Assistance with bathing and personal needs, as required.
- (c) Assistance with meeting necessary medical and dental needs.
- (d) Assistance, as needed, with taking prescribed medications in accordance with physician's instructions unless prohibited by law or regulation.
- (e) Bedside care for minor temporary illnesses.
- (f) Maintenance or supervision of client cash resources or property if necessary.

EXCEPTIONAL CIRCUMSTANCES (may include but not limited to):

- (a) Client is still at risk if he/she leaves the facility or
- (b) Permanent placement has been arranged but move-in date does not coincide with discharge date and
- (c) Extension not to exceed fifteen (15) days past original discharge date.

NOTE: Unless an extension is granted through the use of Emergency Shelter Care Admission Agreement (DPSS 2173) payment of additional days of service shall be collected from the client or authorized representative.

Payment Options:

Option A. The monthly rate for basic services will be paid by the Riverside County Department of Public Social Services (DPSS) in accordance with the terms of a contract between DPSS and this facility.

Option B. Per Diem payments for Basic Services are paid in arrears by DPSS. Unless otherwise contracted, the per diem rate shall be the current Social Security Supplemental payment rate for Board and Care.

The basic rate as stated above does not include any additional charges for any optional services provided by the facility. You have no obligation to purchase any of these services. **However, if you purchase optional services, you are responsible for the additional charges**, as these items are not included in the contract between DPSS and this facility.

EXHIBIT C

PREPLACEMENT APPRAISAL INFORMATION
Admission - Residential Care Facilities

NOTE: This information may be obtained from the applicant, or his/her authorized representative. (Relatives, social agency, hospital or physician may assist the applicant in completing this form.) This form is not a substitute for the Physician's Report (LIC 602).

APPLICANT'S NAME _____ AGE _____

HEALTH (Describe overall health condition including any dietary limitations)

PHYSICAL DISABILITIES (Describe any physical limitations including vision, hearing or speech)

MENTAL CONDITION (Specify extent of any symptoms of confusion, forgetfulness; participation in social activities (i.e., active or withdrawn))

HEALTH HISTORY (List currently prescribed medications and major illnesses, surgery, accidents; specify whether hospitalized and length of hospitalization in last 5 years)

SOCIAL FACTORS (Describe likes and dislikes, interests and activities)

BED STATUS

- OUT OF BED ALL DAY
- IN BED ALL OR MOST OF THE TIME
- IN BED PART OF THE TIME

COMMENT

TUBERCULOSIS INFORMATION

ANY HISTORY OF TUBERCULOSIS IN APPLICANT'S FAMILY?

- YES
- NO

DATE OF TB TEST

- POSITIVE
- NEGATIVE

ANY RECENT EXPOSURE TO ANYONE WITH TUBERCULOSIS?

- YES
- NO

ACTION TAKEN (IF POSITIVE)

GIVE DETAILS

EXHIBIT C

AMBULATORY STATUS (this person is ambulatory nonambulatory)

Ambulatory means able to demonstrate the mental and physical ability to leave a building without the assistance of a person or the use of a mechanical device. An ambulatory person must be able to do the following:

- | | | |
|--------------------------|--------------------------|---|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to walk without any physical assistance (e.g., walker, crutches, other person), or able to walk with a cane. |
| <input type="checkbox"/> | <input type="checkbox"/> | Mentally and physically able to follow signals and instructions for evacuation. |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to use evacuation routes including stairs if necessary. |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to evacuate reasonably quickly (e.g., walk directly the route without hesitation). |

FUNCTIONAL CAPABILITIES (Check all items below)

- | | | | | |
|--------------------------|--------------------------|--|------------------------------|-----------------------------|
| YES | NO | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Active, requires no personal help of any kind - able to go up and down stairs easily | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Active, but has difficulty climbing or descending stairs | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses brace or crutch | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Feeble or slow | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses walker. If Yes, can get in and out unassisted? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses wheelchair. If Yes, can get in and out unassisted? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | Requires grab bars in bathroom | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: (Describe) | | |

SERVICES NEEDED (Check items and explain)

- | | | |
|--------------------------|--------------------------|--|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in transferring in and out of bed and dressing _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with bathing, hair care, personal hygiene _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Does client desire and is client capable of doing own personal laundry and other household tasks (specify) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with moving about the facility _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with eating (need for adaptive devices or assistance from another person) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Special diet/observation of food intake _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Toileting, including assistance equipment, or assistance of another person _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Continence, bowel or bladder control. Are assistive devices such as a catheter required? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with medication _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Needs special observation/night supervision (due to confusion, forgetfulness, wandering) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in managing own cash resources _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in participating in activity programs _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Special medical attention _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Assistance in incidental health and medical care _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Other "Services Needed" not identified above _____ |

Is there any additional information which would assist the facility in determining applicant's suitability for admission? Yes No

If Yes, please attach comments on separate sheet.

To the best of my knowledge, I (the above person) do not need skilled nursing care.

SIGNATURE _____	DATE COMPLETED _____
APPLICANT (CLIENT) OR AUTHORIZED REPRESENTATIVE	
SIGNATURE _____	DATE COMPLETED _____
LICENSEE OR DESIGNATED REPRESENTATIVE	
SIGNATURE _____	DATE COMPLETED _____

RESIDENTIAL CARE FACILITIES FOR THE ELDERLY ONLY.

EXHIBIT D

Section 1569.152 of the Health and Safety Code:

1569.152. (a) A residential care facility for the elderly, as defined in Section 1569.2, which fails to make reasonable efforts to safeguard resident property shall reimburse a resident for or replace stolen or lost resident property at its then current value. The facility shall be presumed to have made reasonable efforts to safeguard resident property if the facility has shown clear and convincing evidence of its efforts to meet each of the requirements specified in Section 1569.153. The presumption shall be a rebuttable presumption, and the resident or the resident's representative may pursue this matter in any court of competent jurisdiction.

(b) A civil penalty shall be levied if the residential care facility for the elderly has no program in place or if the facility has not shown clear and convincing evidence of its efforts to meet all of the requirements set forth in Section 1569.153. The State Department of Social Services shall issue a deficiency in the event that the manner in which the policies have been implemented is inadequate or the individual facility situation warrants additional theft and loss protections.

(c) The department shall not determine that a facility's program is inadequate based solely on the occasional occurrence of theft or loss in a facility.

SEC. 3. Section 1569.153 of the Health and Safety Code:

1569.153. A theft and loss program shall be implemented by the residential care facilities for the elderly within 90 days after January 1, 1989. The program shall include all of the following:

- (a) Establishment and posting of the facility's policy regarding theft and investigative procedures.
- (b) Orientation to the policies and procedures for all employees within 90 days of employment.
- (c) Documentation of lost and stolen resident property with a value of twenty-five dollars (\$25) or more within 72 hours of the discovery of the loss or theft and, upon request, the documented theft and loss record for the past 12 months shall be made available to the State Department of Social Services, law enforcement agencies and to the office of the State Long-Term Care Ombudsman in response to a specific complaint. The documentation shall include, but not be limited to, the following:

- (1) A description of the article.
- (2) Its estimated value.
- (3) The date and time the theft or loss was discovered.
- (4) If determinable, the date and time the loss or theft occurred.
- (5) The action taken.

(d) A written resident personal property inventory is established upon admission and retained during the resident's stay in the residential care facility for the elderly. Inventories shall be written in ink, witnessed by the facility and the resident or resident's representative, and dated. A copy of the written inventory shall be provided to the resident or the person acting on the resident's behalf. All additions to an inventory shall be made in ink, and shall be witnessed by the facility and the resident or resident's representative, and dated. Subsequent items brought into or removed from the facility shall be added to or deleted from the personal property inventory by the facility at the written request of the resident, the resident's family, a responsible party, or a person acting on behalf of a resident. The facility shall not be liable for items which have not been requested to be included in the inventory or for items which have been deleted from the inventory. A copy of a current inventory shall be made available upon request to the resident, responsible party, or other authorized representative. The resident, resident's family, or a responsible party may list those items which are not subject to addition or deletion from the inventory such as personal clothing or laundry, which are subject to frequent removal from the facility.

(e) Inventory and surrender of the resident's personal effects and valuables upon discharge to the resident or authorized representative in exchange for a signed receipt.

(f) Inventory and surrender of personal effects and valuables following the death of a resident to the authorized representative in exchange for a signed receipt. Immediate written notice to the public administrator of the county upon the death of a resident whose heirs are unable or unwilling to claim the property as specified in Chapter 20 (commencing with Section 1140) of Division 3 of the Probate Code.

(g) Documentation, at least semiannually, of the facility's efforts to control theft and loss, including the review of theft and loss documentation and investigative procedures and results of the investigation by the administrator and, when feasible, the resident council.

(h) Establishment of a method of marking, to the extent feasible, personal property items for identification purposes upon admission and, as added to the property inventory list, including engraving of dentures and tagging of other prosthetic devices.

(i) Reports to the local law enforcement agency within 36 hours when the administrator of the facility has reason to believe resident property with a then current value of one hundred dollars (\$100) or more has been stolen. Copies of those reports for the preceding 12 months shall be made available to the State Department of Social Services and law enforcement agencies.

(j) Maintenance of a secured area for residents' property which is available for safekeeping of resident property upon the request of the resident or the resident's responsible party. Provide a lock for the resident's bedside drawer or cabinet upon request of and at the expense of the resident, the resident's family, or authorized representative. The facility administrator shall have access to the locked areas upon request.

(k) A copy of this section and Sections 1569.152, 1569.153 and 1569.154 is provided by a facility to all of the residents and their responsible parties, and available upon request, to all of the facility's prospective residents and their responsible parties.

(l) Notification to all current residents and all new residents, upon admission, of the facility's policies and procedures relating to the facility's theft and loss prevention program.

(m) Only those residential units in which there are no unrelated residents and where the unit can be secured by the resident or residents are exempt from the requirements of this section.

Section 1569.154 of the Health and Safety Code:

1569.154. No provision of a contract of admission, which includes all documents which a resident or his or her representative is required to sign at the time of, or as a condition of, admission to a residential care facility for the elderly, shall require or imply a lesser standard of responsibility for the personal property of residents than is required by law.

I have received a copy of Health and Safety Code Sections: 1569.152, 1569.153, and 1569.154 and am acquainted with the facilities personal property safeguard procedures.

CLIENT OR RESPONSIBLE PERSON SIGNATURE	TITLE	DATE
LICENSEE OR DESIGNATED REPRESENTATIVE	DATE COMPLETED	

EXHIBIT F

UNUSUAL INCIDENT/INJURY REPORT

INSTRUCTIONS : NOTIFY LICENSING AGENCY, PLACEMENT AGENCY AND RESPONSIBLE PERSONS, IF ANY, BY NEXT WORKING DAY.

SUBMIT WRITTEN REPORT WITHIN 7 DAYS OF OCCURRENCE.

RETAIN COPY OF REPORT IN CLIENT'S FILE

NAME OF FACILITY: _____ FACILITY FILE NUMBER: _____ TELEPHONE NUMBER: () _____
 ADDRESS: _____ CITY, STATE, ZIP: _____

CLIENTS/RESIDENTS INVOLVED	DATE OCCURRED	AGE	SEX	DATE OF ADMISSION

TYPE OF INCIDENT

- Unauthorized Absence
- Aggressive Act/Self
- Aggressive Act/Another Client
- Aggressive Act/Staff
- Aggressive Act/Family, Visitors
- Alleged Violation of Rights
- Alleged Client Abuse
- Sexual
- Physical
- Psychological
- Financial
- Neglect
- Rape
- Pregnancy
- Suicide Attempt
- Other
- Injury-Accident
- Injury-Unknown Origin
- Injury-From another Client
- Injury-From behavior episode
- Epidemic Outbreak
- Hospitalization
- Medical Emergency
- Other Sexual Incident
- Theft
- Fire
- Property Damage
- Other (explain)

DESCRIBE EVENT OR INCIDENT (INCLUDE DATE, TIME, LOCATION, PERPETRATOR, NATURE OF INCIDENT, ANY ANTECEDENTS LEADING UP TO INCIDENT AND HOW CLIENTS WERE AFFECTED, INCLUDING ANY INJURIES)

PERSON(S) WHO OBSERVED THE INCIDENT/INJURY

EXPLAIN WHAT IMMEDIATE ACTION WAS TAKEN (INCLUDE PERSONS CONTACTED)

OVER

EXHIBIT F

MEDICAL TREATMENT NECESSARY? YES NO IF YES, GIVE NATURE OF TREATMENT

WHERE ADMINISTERED

ADMINISTERED BY

FOLLOW-UP TREATMENT, IF ANY:

ACTION TAKEN OR PLANNED BY WHOM AND ANTICIPATED RESULTS:

LICENSEE SUPERVISOR COMMENTS:

NAME OF ATTENDING PHYSICIAN

REPORT SUBMITTED BY:

NAME AND TITLE

DATE

REPORT REVIEWED/APPROVED BY:

NAME AND TITLE

DATE

AGENCIES/INDIVIDUALS NOTIFIED (SPECIFY NAME AND TELEPHONE NUMBER)

- LICENSING _____ ADULT/CHILD PROTECTIVE SERVICES _____
- LONG TERM CARE OMBUDSMAN _____ PARENT/GUARDIAN/CONSERVATOR _____
- LAW ENFORCEMENT _____ PLACEMENT AGENCY _____

EXHIBIT G

**CONSENT FOR EMERGENCY MEDICAL TREATMENT-
Adult and Elderly Residential Facilities**

AS THE CLIENT, AUTHORIZED REPRESENTATIVE OR CONSERVATOR, I HEREBY GIVE CONSENT TO
_____ TO PROVIDE ALL EMERGENCY MEDICAL OR DENTAL CARE
FACILITY NAME
PRESCRIBED BY A DULY LICENSED PHYSICIAN (M.D.) OSTEOPATH (D.O.) OR DENTIST (D.D.S.) FOR
_____. THIS CARE MAY BE GIVEN UNDER WHATEVER
NAME
CONDITIONS ARE NECESSARY TO PRESERVE THE LIFE, LIMB OR WELL BEING OF THE INDIVIDUAL NAMED
ABOVE.

CLIENT HAS THE FOLLOWING MEDICATION ALLERGIES:

DATE

CLIENT/AUTHORIZED REPRESENTATIVE/CONSERVATOR SIGNATURE
(CIRCLE APPROPRIATE TITLE)

HOME ADDRESS

HOME PHONE

WORK PHONE

