

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

401



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:

October 4, 2011

SUBJECT: APPROVAL OF THE RELEASE OF REQUEST FOR QUALIFICATION # DPARC-240 FOR ADMINISTRATIVE OVERSIGHT OF ROY'S DESERT RESOURCE CENTER

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to allow the Department of Public Social Services (DPSS) to release the attached Request for Qualification (RFQ) #DPARC-240 for administrative oversight of Roy's Desert Resource Center for fiscal years 2012-2013 through 2014-2015.

BACKGROUND:

DPSS is seeking proposals from qualified parties to provide administrative oversight of Roy's Desert Resource Center (RDRC), named in honor of Fourth District Supervisor-emeritus, Roy Wilson, in Palm Springs. Opening its doors on December 22, 2009, RDRC is the first comprehensive homeless center to be built in the Western Coachella Valley.

Susan Loew

Susan Loew, Director

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 0
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: N/A
Budget Adjustment: N/A
For Fiscal Year: 2012-13

SOURCE OF FUNDS:

Federal Funding: 0% State Funding: 0%; County Funding: 100%;
Realignment Funding: 0%; Other Funding: 0%

Positions To Be
Deleted Per A-30

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy

☒

Consent

☐

Policy

☒

Consent

☐

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.30

TO: BOARD OF SUPERVISORS

DATE: October 4, 2011

SUBJECT: APPROVAL OF THE RELEASE OF REQUEST FOR QUALIFICATION # DPARC-240 FOR ADMINISTRATIVE OVERSIGHT OF ROY'S DESERT RESOURCE CENTER

BACKGROUND (Continued):

The RDRC is an integral part of the *County of Riverside's 10-Year Plan to End Homelessness*, as well as a regional *Strategic Plan to End Homelessness* established by the Coachella Valley Association of Governments' (CVAG) Homelessness Committee, by way of providing one-hundred and twenty (120) emergency shelter beds and related supportive services to the homeless in the Western Coachella Valley.

DPSS is presenting a carefully constructed Request for Qualification (RFQ) to be considered by this Board. The RFQ has gone through rigorous internal review in order to ensure that the following desired categories are addressed in the bid process and the forthcoming contract for services: (a) fiscal management; (b) financial/in-kind commitments management; (c) community collaborations management; (d) grant writing; and (e) administrative oversight.

To ensure fair competition, DPSS will advertise the RFQ through Riverside County Purchasing & Fleet Services Department web site and mail or email to over twenty (20) current and previous Contractors, bidders, and other shelter contacts. DPSS would adhere to the Board of Supervisors Policy number A-18, "Procedures for Contracting for Professional or Personal Services." In addition, the proposals received and identified as "responsive" would be assessed by a diverse group of evaluators from the County of Riverside Continuum of Care. These individuals will be specifically selected because of their extensive knowledge and expertise working with the target population and the emergency shelter program.

DPSS desires to release this RFQ in October 2011. After proposal evaluation and negotiations, DPSS shall present the proposed award vendor to the Board for approval in spring 2012, with the goal of starting the new contract cycle on July 1, 2012.

In order to ensure that Roy's Desert Resource Center is positioned to have an Administrator in place by the beginning of FY 2012-13, the Director of DPSS requests the Board to authorize DPSS to release the attached RFQ #DPARC-240.

FINANCIAL:

There is no financial obligation associated with the release of the attached Request for Qualification; however, any awarded contract resulting from the RFP will be funded 100% through the General County Fund.

ATTACHMENT(S):

RFP #DPARC-204

CONCUR/EXECUTE –

County Purchasing

SL:mr

**REQUEST FOR QUALIFICATION # DPARC-240
Roy's Desert Resource Center Administrator**



By:
Mark Whitesell, Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-4937 / (951) 955-3730 (fax)
Email: mawhites@riversidedpss.org
NIGP Code(s):

**NOTE: RESPONDENTS ARE RESPONSIBLE TO READ ALL INFORMATION THAT
IS STATED IN THIS REQUEST FOR RESPONSE AND PROVIDE A RESPONSE AS
REQUIRED**

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INSTRUCTIONS TO RESPONDENTS

Buyer: Mark Whitesell Email: mawhites@riversidedpss.org

Visit our Website: www.purchasing.co.riverside.ca.us

Telephone: (951) 955-4937

- I. Vendor Registration – Unless stated elsewhere in this document, vendor must register online at www.Purchasing.co.riverside.ca.us with all current Vendor information, to be registered on the County's database.
- II. Prices/Notations All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be responded to separately.
- III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal Excise Tax. In the event of an extension error, the unit price shall prevail.
- IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFQ closing date. If the County elects to do negotiations that require additional time, the County may request respondent's prices be firm for an additional period of time to complete negotiations and award the contract.
- V. Recycled Material - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Respondents are encouraged to respond to items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- VI. Method of Award - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- VII. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VIII. Return of Response/Closing Date/Return to - The response shall be delivered to **County of Riverside Administrative Center, Clerk of the Board of Supervisors, 4080 Lemon Street, 1st Floor, Riverside, CA 92501 by 1:00 p.m.** on the closing date listed above. Responses not received by Clerk of the Board of Supervisors by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this response document must accompany your response. The County will not be responsible for and will not except late responses due to delayed mail delivery or courier services.
- IX. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- X. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total response price of all quotes/bids/responses received by the County from certified disabled veterans owned businesses. Respondent must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | | | | | |
|-------------------------------------|--|--------------------------|---------------|--------------------------|-------------------------------------|--------------------------|---------|
| <input checked="" type="checkbox"/> | APPENDIX "A" | <input type="checkbox"/> | EXHIBIT (A-F) | <input type="checkbox"/> | PLANS/DRAWINGS | <input type="checkbox"/> | SAMPLES |
| <input type="checkbox"/> | #116-110 Special Conditions/Response | <input type="checkbox"/> | | <input type="checkbox"/> | 116-150 Special Conditions RFQ | | |
| <input type="checkbox"/> | #116-140 Special Conditions Personal/Professional Services RFQ | <input type="checkbox"/> | | <input type="checkbox"/> | 116-130 Equipment Information Sheet | | |

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE
AND LIKE EFFECT AS IF SET FORTH HEREIN**

- | | | | |
|--------------------------|---|--------------------------|---|
| <input type="checkbox"/> | #116-200 General Conditions | <input type="checkbox"/> | #116-210 General Conditions Materials and/or Services |
| <input type="checkbox"/> | #116-230 General Conditions - Equipment | <input type="checkbox"/> | #116-220 General Conditions - Public Works |
| <input type="checkbox"/> | #116-240 General Conditions - Personal/Professional Service | | |

Response Cover Page**RESPONDENT TO COMPLETE ALL APPLICABLE AREAS**

Respondents are required to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of the Department of Public Social Services is soliciting responses from qualified firms to provide coordination and oversight of emergency shelter and supportive services at Roy's Desert Resource Center, as outlined in **Appendix A**

RFQ CLOSING DATE: Thursday, November 17, 2011, no later than 1:00 pm.

NO FAXED RESPONSES WILL BE ACCEPTED

After close of this RFQ, the award may be announced within 30-120 days. If an addendum is issued for this procurement, it will be the Respondent's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name:

Street Address:

Mailing Address:

City:

State:

Zip:

Remit to Address:

City:

State:

Zip:

Phone #: ()

FAX #: ()

Vendor Website:

Name:

Title:

Signature:

Date:

Email:

Please Check, if applicable: ☐ Disabled Veteran

Form #116-100 RFQ Form Word

APPENDIX A**1.0 DEFINITIONS**

Wherever these words occur in this RFQ, they shall have the following meaning:

- 1.1 "Addendum" shall mean an amendment or modification to the RFQ (Request for Qualifications).
- 1.2 "Response" shall mean the response submitted by a Respondent on the Respondent Form consistent with the Instructions to Respondents, to complete the Work for a specified sum of money and within a specified period of time.
- 1.3 "Respondent" shall mean an individual, firm, partnership or corporation that submits a qualified Response for the Work, either directly or through a duly authorized representative.
- 1.4 "Board of Supervisors" refers to the County of Riverside's Board of Supervisors, which has responsibility for opening responses in the next Board of Supervisors afternoon session, following the RFQ closing.
- 1.5 "Clerk of the Board of Supervisors" refers to the County of Riverside's Clerk of the Board of Supervisors, which has responsibility for receiving the responses from this RFQ and reading respondents into the record at the next Board of Supervisors afternoon session following the RFQ closing.
- 1.6 "Contractor" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFQ, Contractor and Respondent are used interchangeably.
- 1.7 "COUNTY" shall mean the County of Riverside and its Department of Public Social Services. For purposes of this RFQ, DPSS and County are used interchangeably.
- 1.8 "Continuum of Care" or "CoC" shall mean a coordinated approach at the local level to deliver services to persons who are homeless. A CoC generally includes a full range of emergency, transitional, and permanent housing and service resources to address the various needs of homeless persons.
- 1.9 "Critical Incident" shall mean any event that jeopardizes the safety of customers, staff, or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g., child abuse or elder/dependent adult abuse), etc.
- 1.10 "Customers" shall mean individuals or families who are homeless, or at risk of becoming homeless, seeking to receive emergency housing and supportive services from RDRC.
- 1.11 "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- 1.12 "HMIS" shall mean the Homeless Management Information System—the County of Riverside's web-based software application—designed to record and store customer-level information on the characteristics and service needs of homeless persons.
- 1.13 "HPU" shall mean the Homeless Programs Unit of the County of Riverside Department of Public Social Services.
- 1.14 "HUD" refers to the United States Department of Housing and Urban Development.

- 1.15 "MQs" shall mean minimum qualifications:
- 1.16 "RDRC" shall mean Roy's Desert Resource Center, located at 19-531 McLane Street in Palm Springs.
- 1.17 "RFQ" shall mean Request for Qualifications.
- 1.18 "UoS" shall mean Unit of Service. Under this RFQ, UoS shall mean an all-inclusive bed night rate for providing emergency shelter and supportive services for up to 120 customers, for 365 days per year.

2.0 PURPOSE/BACKGROUND

The County of Riverside, Department of Public Social Services (DPSS), is seeking responses from qualified parties to provide fiscal management, financial/in-kind commitments management, community collaborations management, grant writing services, and administrative oversight at Roy's Desert Resource Center (RDRC), named in honor of Fourth District Supervisor-emeritus, Roy Wilson, in Palm Springs. RDRC was converted into a "one-stop" multi-service shelter that provides one-hundred and twenty (120) emergency shelter beds and related services to the homeless and individuals at risk of homelessness in the Western Coachella Valley.

Opening its doors on December 22, 2009, RDRC is the first comprehensive homeless center to be built in the Western Coachella Valley and is an integral part of the *County of Riverside's 10-Year Plan to End Homelessness*, as well as a regional *Strategic Plan to End Homelessness* established by the Coachella Valley Association of Governments' (CVAG) Homelessness Committee, by taking steps to actively prevent new episodes of homelessness. Respondents are strongly encouraged to refer to both plans when responding to this RFQ.

(<http://www.riversidehomeless.org/pdf/Riverside10YearPlan.pdf>)

(<http://www.cvag.org/Community%20Resources/pdf/Strategic%20Plan%20Update%202010.pdf>)

All respondents must meet the following minimum qualifications:

- Have successful grant writing experience for homeless shelters;
- Have a working knowledge of the homeless population of the Coachella Valley;
- Be able to enter into a Lease Agreement with Facilities Management, a sub-division of the County of Riverside Economic Development Agency;
- Provide all services outlined above at **no cost** to the County; and
- Transfer 100% of County funding received, under an awarded contract, to the appointed subcontractor to operate RDRC.

3.0 SCOPE OF SERVICE

All responses must address sections 3.1 to 3.6 and clearly demonstrate the ability to perform all aspects of services outlined below:

3.1 FISCAL MANAGEMENT

The Contractor shall:

1. Develop the annual budget for RDRC and perform budget analysis by implementing a budget process system, providing financial guidance and recommendations to the County.
2. Coordinate and track payments for purchases and services received.

3. Balance all appropriation and revenue accounts for the annual budget as well as projects and grants.
4. Provide planning and control information by assembling and analyzing financial data, identifying trends, providing forecasts, and explaining processes and techniques.
5. Research, compile, monitor, and summarize current and historical financial and budget information and data.
6. Analyze, monitor, and review, current and historical financial and budget information, prepares financial forecasts and summaries, and analyzes trends to keep management abreast of the financial condition of RDRC.
7. Perform financial monitoring of contracts to ensure compliance with regulatory obligations, and serve as liaison with consultants, regulatory agencies and donors.
8. Review accounting ledgers, and documents and verify accounts by reviewing and/or approving the posting of accounting transactions and reconciling statements and transactions.
9. Review financial transactions to ensure that transactions are processed in accordance with applicable laws and regulations, and sound business practices.
10. Develop and maintain spreadsheets and/or databases to support project data analysis, analyzing financial data to discover patterns or discrepancies, and making recommendations based on data and presenting information for specific projects.
11. Perform debt administration by performing deficit impact analyses.
12. Inventory capital assets of RDRC, which are in the name of your agency (e.g., vehicles).

3.2 FINANCIAL/IN-KIND COMMITMENTS MANAGEMENT

The Contractor shall:

1. Create and maintain an ongoing donor relations program to monitor and secure monetary/in-kind commitments that have been pledged by public and/or private entities. The program shall include, but is not limited to the following:
 - a. personal visits,
 - b. participating in luncheons and meetings,
 - c. making personal calls, and
 - d. correspondence and other forms of communication.

3.3 GRANT WRITING

The Contractor shall:

1. Identify funding sources, including funding from government agencies and private funding. The Contractor shall evaluate sources of funding and determine what suits the organization based on areas of interest, geographic location and the amount of funding provided. The Contractor shall

create a prospect worksheet that identifies the funder's name, address, contact information, financial data, areas of interest, limitations, application requirements and other pertinent information of the organization.

2. Create a funding calendar, which includes allocating time necessary for research, preparation and writing grant requests. The calendar may include reminders and deadlines for the grant process to ensure that everything remains on time.
3. Research statistics and gather information about RDRC. A research plan for a grant response shall focus on specific aims of RDRC, the significance of RDRC and current methods employed to meet the need of the homeless demographic of the Coachella Valley. An analysis should compare the services currently available with what RDRC plans to offer.
4. Develop content for grant responses. The Contractor shall have an understanding of RDRC, its mission, history, current programs and activities, and the funding, service, and/or infrastructure gaps to be filled. In addition, the Contractor shall understand the formatting of the grant response and be capable of preparing an application without errors.
5. Develop the budget to include grant responses and develop a budget justification that explains each line-item expense, showing its necessity to the success of RDRC.
6. Write reports for government agencies, foundations or other donors providing grant funding. These reports shall provide progress information, including how RDRC has spent its funds and whether it has fulfilled its goals and objectives.

3.4 COMMUNITY COLLABORATIONS

The Contractor shall:

1. Partner with the CVAG Homelessness Committee, comprised of elected officials and tribal governments of the Coachella Valley, to address the needs of the homeless population in the area.
2. Develop and maintain community collaborations and partnerships with community-based or other human services organizations that the Contractor will use to provide an array of services for RDRC.
3. Create a media campaign related to RDRC.
4. Participate in the County of Riverside's Continuum of Care meetings.
5. Act as liaison to media outlets, by do the following:
 - a. Pitching story ideas,
 - b. Responding to incoming media requests,
 - c. Monitoring story placements, and
 - d. Gathering information for press release.
6. Distribute collateral materials (e.g., annual reports, newsletters, etc.) to community partners.
7. Maintain current communications materials for advertising, public relations, media relations, and promotions.

8. Secure private gifts and coordinate all fundraising activities in the name of RDRC. This encompasses planned giving, major gifts, special events, corporate sponsorship, grants and individual giving.

3.5 ADMINISTRATIVE OVERSIGHT

The Contractor shall:

1. Monitor the operation of RDRC, through a subcontract with a DPSS-approved subcontractor of the Contractor's choosing, as prescribed in Exhibit A, which outlines the anticipated responsibilities of the selected subcontractor, beginning July 1, 2012.
2. Serve as a pass-through, providing 100% of County funding to Desert SOS to operate RDRC.

3.6 REPORTING

The Contractor shall:

1. Provide the CVAG Homelessness Committee with administrative, programmatic, fiscal, and ad hoc reports at its monthly meeting.
2. Provide the County with administrative, programmatic, fiscal, and ad hoc reports, upon request.

4.0 WORK PRODUCT

All work papers prepared in connection with the contractual services will remain the property of the Contractor; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

5.0 TIMELINE

TIMELINE	DATES
1. RELEASE OF REQUEST FOR RESPONSE	October 19, 2011
2. DEADLINE FOR SUBMISSION OF QUESTIONS E-mail: mawhites@riversidedpss.org AND cc: maridley@riversidedpss.org Mail: County of Riverside Department of Public Social Services Contracts Administration Unit Attn: Marcus A. Ridley 10281 Kidd Street1, 1 st Floor Riverside, CA 92503	Must be in writing by the close of business 5:00 PM on: Tuesday, November 1, 2011
3. NON-MANDATORY RESPONDENTS MEETING	Not Applicable
4. DEADLINE FOR RESPONSES	Thursday, November 17, 2011 Time: 1:00 pm

	Riverside County Administrative Center Clerk of the Board of Supervisors 4080 Lemon Street, 1st Floor Riverside, CA 92501 RFQ# DPARC-240
5. TENTATIVE DATE FOR AWARDING RFQ Approximately 30 to 120 days after the RFQ closes. The County of Riverside expects to have a Contractor in place on or before July 1, 2012.	The Respondents are responsible for checking the Purchasing website for notice of intent to award at: <u>www.Purchasing.ca.riverside.ca.us</u>

- 5.1 **Inquiries:** All inquiries must be submitted on or before the last day for questions. Please refer to 5.0 Timeline for the particular date. Inquiries must reference the section number and title from the RFQ. Inquiries must be in written format and emailed with the RFQ number, to the attention of the Procurement Contract Specialist.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from July 1, 2012 through June 30, 2013, renewable in two (2) one-year increments, with no obligation by the County of Riverside to purchase any specified amount of services.

7.0 RESPONSE SUBMITTAL

All responses shall be signed by an authorized agent and placed in a sealed package clearly marked "Respondent Response." The submitted response shall be prepared in a bound notebook(s).

Minimum Notebook requirement:

- 7.1 One (1) original and three (3) additional copies, each in a 3 ring binder for ease of opening by evaluators
- 7.2 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the respondent)
- 7.3 Include one (1) (Microsoft Word or PDF document formatted on a virus free CD) within the original binder.
- 7.4 Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential.")
- 7.5 Faxed or emailed responses will not be accepted.

ALL RESPONSES MUST BE SENT TO: Riverside County Administrative Center
Clerk of the Board of Supervisors
 4080 Lemon Street, 1st Floor
 Riverside, CA 92501
RFQ #DPARC-240

8.0 GENERAL REQUIREMENTS**Procedures for Submitting Responses**

- 8.1. All responses must be submitted in accordance with the standards and specifications contained within this Request for Response (RFQ) and must contain a cover page with a certification of intent to meet the requirements specified.
- 8.2. The cover page of a response must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- 8.3. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the response.
- 8.4. The County shall not pay any costs incurred or associated in the preparation of this or any response or for participation in the procurement process.
- 8.5. Modification of Responses, any respondent who wishes to make modifications to a response already received by the County must withdraw his/her response in order to make the modifications. All modifications must be made in ink, properly initialed by respondent's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the respondent to ensure that modified responses are resubmitted before the RFQ submittal deadline of November 17, 2011.
- 8.6. Respondents may withdraw their responses at any time prior to the due date and time by submitting notification of withdrawal signed by the respondent's authorized agent. Responses cannot be changed or modified after the date and time designated for receipt.
- 8.7. Responses must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with tabs A-J, and each page clearly and consecutively numbered. Responses must be clean and suitable for copying. Responses must be specific unto themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable response. Receipt of all addenda, if any, must be acknowledged in the response.
- 8.8. **Late responses will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Responses submitted to any other County office will be rejected.
- 8.9. The response shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

9.0 REQUIRED FORMAT OF RESPONSES

Responses must contain the following sections:

- A. Response Cover Page (Page 4 of this RFQ)
- B. Response Submission Checklist, **Exhibit C**, attached hereto and incorporated herein by this reference.
- C. Table of Contents
- D. Corporate/Company/Agency Profile
- E. Credentials/Resumes/Certifications/Licenses
- F. References

- G. Evidence of Insurability/ Business Licenses
- H. Clarification, Exceptions or Deviations
- I. Financial Statements
- J. Description of Service Questions, **Exhibit D**, attached hereto and incorporated herein by this reference. Please note: All policies, procedures, forms, and/or sample documents that the Respondent is providing to substantiate responses must be included in this section.

A. Response Cover Page

The Response Cover Page (page 4 of this RFQ) must be signed by an authorized representative. Signature by an authorized representative of the organization on the response cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

B. RFQ – Response Submission Checklist

This section must be filled-in and each item checked-off to ensure proper credit for items required in this RFQ.

C. Table of Contents

This section shall include a comprehensive table of contents that identifies material by sections A –K (in the order listed above) and by sequential page numbers.

D. Corporate Profile

This section of the response is designed to establish the respondent as an entity with the ability and experience to operate the program as specified in the RFQ. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.):
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed, including:
 - a. The history of the respondent's firm.
 - b. The number of years in business under the present business name, as well as prior business names.
 - c. Number of years experience providing the proposed, equivalent or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
 - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
 - f. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

4. Whether the respondent holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
6. Names of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.
7. An explanation of any litigation involving the prospective contractor or any principal officers thereof in connection with any contract.

E. Credentials/Resumes/Certifications/Licenses

In this section, provide resumes and credentials of staff providing the service. Credentials will be provided for all staff listed in the organizational chart for the each proposed program.

Respondent shall specifically provide the following information on all employees to be providing service:

1. Description of education
2. General experience
3. Experience or education related to the RFQ project
4. Letters of reference
5. Copies of applicable current professional licenses, permits, and certificates
6. Any other information, which will assist in evaluating qualifications.

F. References

1. All respondent(s) must include present and past performance information in the form of a **minimum of three (3) references**. References cannot include Riverside County Elected Officials, Department Directors, or the requesting agency as a reference. However, references can include other county agencies that are not partaking in this RFQ. Each reference shall include dates of work performed, current contact person, company, address, email, and telephone number for each reference identified. **Please verify that all reference information is correct, as the County must be able to receive feedback from a minimum of three (3) references. Failure to be able to reach three (3) references may make the response "non-responsive."**
2. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the respondent's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
3. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
4. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFQ.

G. Evidence of Insurability/Business Licenses

All respondent(s) shall submit evidence of all required insurance. An insurance Accord (certificate) cover page will suffice and if awarded the contract the Respondent has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally

insured. The respondent shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this RFQ has been awarded. Provide a copy of **current** business license or other applicable licenses.

H. Clarification, Exceptions or Deviations

All respondent(s) shall describe any exception or deviation from the requirements of the RFQ. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. An entry stating the clarification, exceptions or deviations, OR a statement that there is no clarification, exception or deviation must be submitted. IF THERE IS NO ENTRY OF EITHER, THE RESPONSE MAY BE CONSIDERED NON-RESPONSIVE.

The following contractual terms are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products(If applicable)
- Disputes
- Governing Law
- Venue

I. Financial Statements

The respondent must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the response submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the respondent's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The County does not guarantee that the financials submitted will be kept confidential.

J. Description of Services

All responses must include a **detailed** description of each proposed service to be provided on the RFQ Question Sheet, **Exhibit D**, attached hereto and incorporated herein by this reference, for use in providing clear description of services. **Please Note: All policies, procedures, forms and/or sample documents that the Respondent is providing to substantiate responses must be included in this section.**

Respondent shall respond to every section, in order, from 3.1 to 3.6. If any section does not present a statement that qualifies as a declarative question, the respondent shall respond that they have read and agree or disagree to the statement, any failure to do so may eliminate the respondent's response.

Respondents that do not respond to all questions on **Exhibit D** may be found to be "non-responsive" and disqualified from the RFQ process.

10.0 EVALUATION CRITERIA

Responses will be evaluated based on the weights and criteria listed below. Pass or Fail criteria are denoted by P/F.

Item	Weight	Criteria
1	30%	Respondent's experience and ability.
2	5%	Credential/Resumes/Licenses/Certifications
3	15%	References with demonstrated success with similar work to the Scope of Service
4	P/F	Responds to all points in Scope of Services (Sections 3.1 through 3.6, as requested in Exhibit D)
5	50%	Technical capability and project methodology
6	P/F	Submission of Exhibits required in this RFQ
7	P/F	Clarification, Exceptions or Deviations
8	P/F	Financial status
	100%	Total

11.0 EVALUATION PROCESS

All responses will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

12.0 INTERPRETATION OF RFQ

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a response finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us.

13.0 CONTRACTUAL DEVELOPMENT

If a response is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this service is attached as Exhibit F. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

All respondent(s) shall describe any exception or deviation from the requirements of the RFQ. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual (Exhibit F of this RFQ) terms are non-negotiable:

- Indemnification

- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products (If applicable)
- Disputes
- Governing Law

14.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All responses become the property of the County. All information submitted in the response becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the response, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFQ.
- The services are no longer required.
- Responses received are at an unreasonable cost.
- Response did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the responses that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all responses hereunder. This Request for Response does not commit the County to award a contract or to pay any costs incurred in the preparation of a response in response to this request. The County reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Response if it is in the best interest of the County.

15.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFQ will be kept confidential, until such time an award is made or the RFQ is canceled, at which time all materials received will be made available to the public. Responses received will be subject to Government Code §6250, the Public Information Act. Response Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

If the response is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA Agreement, **Exhibit F**, attached hereto and incorporated herein by this reference. If the HIPAA Agreement is revised, the Contractor shall sign a new Agreement as it becomes available and adhere to the new requirements.

16.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February

Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

Exhibit A – RDRC Subcontractor Provisions**RDRC Subcontractor Oversight
DPARC-240 – Roy's Desert Resource Center Administrator**

Please Note: All terms of this exhibit (1.0 through 9.0) are to be provided by Jewish Family Service of San Diego dba Desert SOS, and will be overseen by the Contractor awarded from this RFQ, beginning July 1, 2012.

1.0 TARGET POPULATION

- 1.1 Eligible customers are families and individuals who are homeless, drug free, able-bodied, and have not been convicted of a violent felony or sexual offense. Eligible customers include, but are not limited to persons who are chronically homeless, homeless persons with substance abuse issues, and homeless persons with mental health issues.
- 1.2 Eligible customers may remain at Roy's for a maximum of 120 days, based on the customer's progress. Customers participate in case management activities and receive the tools necessary to secure housing and successfully end their homelessness.
- 1.3 As prescribed by State and Federal law, no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race ancestry, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefit of, or be otherwise subject to discrimination at RDRC.

2.0 GEOGRAPHIC SERVICE AREA & FACILITY REQUIREMENTS

- 2.1 RDRC consists of one parcel: APN 666-411-011 totaling approximately 3.53 acres and is located at 19533 McLane Street in North Palm Springs, California.
- 2.2 The facility, a 47,880 square foot building, which is owned and maintained by Facilities Management, a subsection of the Riverside County's Economic Development Agency (EDA), for the purpose of providing shelter care and assistance to the homeless, allows for RDRC to occupy 20,500 square feet for its services. Surrounding land uses consist of an existing industrial/commercial building to the north, a vacant-graded undeveloped pad to the east, Interstate 10 freeway to the south, and vacant undeveloped land to the west.

At the time of release of this RFQ, there is a pre-negotiated annual lease fee of \$1 to be paid by the Contractor to Facilities Management; however, Facilities Management reserves the right to increase that \$1 lease fee if approved by the Riverside County Board of Supervisors.

- 2.3 As a result of carrying out an awarded Agreement, the Contractor shall become the day-to-day custodian of the property associated with this project. Such property shall include the land upon which the shelter is located, including, but not limited to:
 - A. Landscaping, walkways, parking, and stairs;
 - B. The building, including but not limited to all building systems such as heating, air conditioning, plumbing (17 showers), electrical, and security;

- C. Capital assets (e.g. 2 (or more) 7+ multi-passenger vehicles) purchased with County funding;
 - D. All contents, including but not limited to furniture (e.g., 60 bunk beds), equipment (e.g., 8 washers and 8 dryers), computers, and all other articles of personal property (customer's and employees).
- 2.4 The Contractor shall provide, or cause to be provided, and pay for all utility services used in connection with the facility, including, but not limited to telephone, trash, water, natural gas, if any, and electrical service.
- 2.5 Riverside County shall be responsible for maintaining the interior and exterior of the facility and the building in good working condition and repair. Maintenance shall include all preventative and recurring maintenance. The Contractor shall reimburse the County for its pro-rate share of all exterior maintenance and repairs for the building, excluding maintenance or repairs solely related to the interior of the portion of the building not leased by the Contractor. The Contractor's pro-rata share shall be defined as .4282 percent of the 47,880 square foot building. In the event interior maintenance or repair of the facility is required, the Contractor shall reimburse the County for all interior maintenance services and repairs. Rates for services shall be based upon the Riverside County Board of Supervisors approved rates for maintenance services, which are subject to change each fiscal year based upon the County's annual fiscal budget.
- 2.6 The County shall invoice Contractor monthly for maintenance services and the Contractor shall make payment within thirty (30) days of invoice. The County estimates annual maintenance expenses charged to Contractor will not exceed sixty thousand dollars (\$60,000). Notwithstanding, any other provision herein, in the event that maintenance costs within any twelve month period are projected to exceed sixty thousand dollars (\$60,000), or maintenance costs within any thirty (30) day period are projected to exceed five thousand dollars (\$5,000), the County shall provide immediate notice to the Contractor and, thereafter, shall meet and confer with the Contractor concerning possible cost containment procedures.
- 2.7 The Contractor shall be allocated seven (7) non-reserved parking spaces.
- 2.8 Any alterations, improvements or installation of fixtures to be undertaken by the Contractor shall have the prior written consent of the County after the Contractor has submitted plans for such proposed alterations, improvements or fixtures to the County in writing.
- 2.9 Contractor shall not assign, sublet, mortgage, hypothecate or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the County being first obtained.
- 2.10 The County, through its duly authorized agents, shall have, at any time during normal business hours, the right to enter the facility for the purpose of inspecting the obligations of the Contractor.
- 2.11 The Contractor shall have, hold and quietly enjoy the use of the facility so long as it shall fully and faithfully perform the terms and conditions that it is required to do under the lease.

- 2.12 The Contractor shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the facility, including, but not limited to: soil and groundwater conditions. Further, the Contractor, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the facility or transport to or from the facility any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injury is by themselves or in combination with other materials (collectively, "hazardous materials").
- 2.13 The Contractor shall pay, when due, all sums of money that may become due for any labor, services, material supplies, or equipment, alleged to have been furnished or to be furnished to the Contractor, in, upon or about the facility, and which may be secured by a mechanic's materialmen's or other lien against the facility or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due.

3.0 ADMINISTRATION

The Contractor shall:

- 3.1 Adequately staff the facility to administer the program and meet Agreement requirements.
- A. Assign staff to be a liaison between the Contractor and DPSS for programmatic, contract, fiscal, and HMIS administration, respectively.
 - B. Assign staff to regularly participate in the Housing and Homeless Coalition for Riverside County Continuum of Care meetings.
 - C. Staff facility with at least four (4) employees at all times.
 - D. Conduct, at minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors, and volunteers providing direct services to customers.
 - E. Maintain individual personnel files for each position funded under this program as well any person providing direct services to customers. These files will contain, but are not limited to the following:
 - 1. Hire Date and Termination Date,
 - 2. Employment Application or Resume,
 - 3. Reference checks,
 - 4. Background check clearance through the DOJ,
 - 5. Proof of driver insurability on Contractor automobile coverage policy (if operating vehicles),
 - 6. Employee training (e.g., Orientation, On-the-Job, etc.),
 - 7. Records of benefits, wages and wage increases,

8. Performance Evaluations,
 9. Signed statement acknowledging employee read and understood Contractor's policies and procedures, and
 10. Signed HMIS User Account Request Form
<http://www.riversidehomeless.org/pdf/HMIS%20User%20Account%20Request%20Form%20Rev2.pdf>.
- F. Train staff on, and provide DPSS with a training schedule for, the following:
1. First Aid and CPR (bi-annually),
 2. Conflict resolution techniques (annually),
 3. Child abuse and dependent adult/elder abuse reporting (annually), and
 4. Issues related to cultural diversity/sensitivity (annually).
- G. Register the agency and program with 2-1-1 Riverside County and update on a quarterly basis, at minimum, if agency and/or program changes occur.
- 3.2 Coordinate services with the County of Riverside, Department of Public Social Services, Homeless Programs Unit.
- A. Notify DPSS Homeless Programs Unit, within 24 hours, of any critical incidents. Critical incidents are any events that jeopardize the safety of customers, staff, or facilities. Events may include, but are not limited to physical altercations, fires, mandated reportable events, etc.
 - B. Notify DPSS, in writing, at least thirty (30) days in advance, if the number of beds and/or the quality of quantity of case management and supportive services are going to be altered.
 - C. Request, in writing, prior approval from DPSS to purchase capital equipment, with funds provided under an awarded contract from the County. Capital equipment is an inventoried item with a single unit of cost of \$1,000, including sales tax, and a useful life of more than one (1) year.
- 3.3 Comply with all applicable County, State, and/or Federal laws to assure quality of service as they may now exist, or may be modified or adopted in the future.
- 3.4 Provide a written policy and procedure for reporting suspected incidents of child abuse and neglect, and ensure that members who provide services know how to recognize and report such incidents by having staff sign a training acknowledgment form.
- 3.5 Provide a written policy and procedure for handling customer grievances and the confidentiality of customer data. All policies and procedures must include the method and time frame for responding to customer grievances.
- 3.6 Maintain on-site written records of monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.

-
- 3.7 Maintain on-site written records of weekly random safety checks to ensure weapons and contraband items are not in the shelter.

4.0 IMPLEMENTATION

Upon the awarding of an Agreement, during the transition start-up period, the Contractor agrees to:

- 4.1 Assist DPSS in orderly intake of referrals, transferred from previous Contractor (if applicable) and orientation of all customers.
- 4.2 Deliver services to all customers as referenced in the Purpose and Scope of Service sections of this RFQ; and
- 4.3 Accept, in a timely manner, all file information regarding customers served, without additional cost to DPSS.

5.0 INTAKE/ASSESSMENT/CASE MANAGEMENT

Intake

The Contractor shall:

- 5.1 Prohibit customers from loitering or depositing their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
- 5.2 Prohibit entry into the shelter, and offer redirection of other appropriate resources, when there is a reasonable suspicion that the customer is intoxicated and/or under the influence of an illicit substance.
- 5.3 Clear all customers through the California Sexual Offenders Registry, located on the California Office of the Attorney General's website:
<http://www.meganslaw.ca.gov/index.aspx?lang=ENGLISH>

Assessment

The Contractor shall:

- 5.4 Assist all interested customers with referral or access to services such as health care, social services, employment services, mainstream benefits programs (e.g., General Relief, Social Security; Supplemental Security Income; the Women, Infants and Children nutrition program; etc.), vocational services, legal assistance, etc.
- 5.5 Inform customers how their personal information (customer data), collected during intake, will be used, as set forth in the Housing and Homeless Coalition for Riverside County's HMIS Policies and Procedures Manual, which is located on the HPU website: <http://riversidehomeless.org/pef/PolProc.pdf>
- 5.6 Input customer universal data elements (e.g., name, date of birth, etc.) and program-specific data elements (e.g., income and sources, etc.) into HMIS to coordinate care, manage operations, and better serve customers, as set forth in the HMIS Data Standards released by HUD's Office of Community Planning and Development in March 2010. (<http://www.riversidehomeless.org/pdf/datastandards.pdf>)

Case Management

The Contractor shall:

- 5.7 Maintain a customer sign-in sheet on a daily basis, to show the number of occupied beds. The sign-in sheet shall be submitted to DPSS on a monthly basis.
- 5.8 Maintain case files on each customer that contain, at a minimum, detailed and legible case notes describing referrals made and progress gained during the customer's stay at the shelter.

A. Case files may contain, but are not limited to, the following:

- HMIS Informed Consent & Release of Information Form (valid for up to seven (7) years) (to be provided by DPSS),
- Head of Household Intake Form (to be developed by DPSS, if applicable),
- Other Household Member Intake Form (to be developed by DPSS, if applicable),
- Service Delivery Tracking Form (to be developed by DPSS, if applicable),
- Discharge Form (to be developed by DPSS, if applicable), and
- Emergency Shelter Customer Intake Form (if applicable)
(http://www.riversidehomeless.org/pdf/customerintakeform_es.pdf)

B. If a customer is not interested in receiving services, this must be documented.

C. All case files shall be maintained on-site and made available to authorized DPSS staff upon request.

D. All case files shall be secured under a double-lock system. Files must be maintained in a locked filing cabinet that is stationed in a secured/locked area, with restricted access.

6.0 SERVICE DELIVERY - ROY'S DESERT RESOURCE CENTER OPERATIONS

The Contractor shall:

- 6.1 Operate Roy's Desert Resource Center 24 hours a day, seven days a week.
- 6.2 Provide 24-hour security.
- 6.3 Post shelter rules, guidelines, and customer grievance procedures, in English and Spanish, in a conspicuous place.
- 6.4 Provide bed capacity for up to 60 homeless men and up to 60 homeless women and children free of charge for homeless individuals and families for up to one-hundred and

twenty (120) days, consisting of a ninety (90) consecutive day initial stay with thirty (30) additional consecutive days of extended stay as needed and for good cause, as determined by the Contractor, which must be documented. Customers seeking to re-enter the shelter who have used their ninety (90) days within the previous six (6) calendar months shall not be served until all new customers have been served.

- 6.5 Make available for each customer bed linens and towels for showering. Linens and towels should be washed in hot water and laundry detergent no less than once a week and upon a customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
- 6.6 If directed by DPSS to offer sleeping capacity above 120 beds, provide a sleeping space that is not less than two (2) feet in any direction from another customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed choice of last resort. This condition may only be waived with prior DPSS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.
- 6.7 Provide a morning and evening meal on site to all interested customers on a daily basis. Provide a sack lunch to all interested customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site for DPSS' review.
- A. The morning meal shall include, at a minimum, breakfast snacks or a meal according to the host site's capabilities.
 - B. The evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.
- 6.8 Provide transportation to and from the RDRC to a central drop-off point in Palm Springs to be determined by the Contractor. Contractor will provide a minimum of four (4) round-trips daily.
- 6.9 Provide supportive services, including, but not limited to the following:
- A. Living skills
 - B. Budgeting instruction
 - C. Case management
 - D. Community referrals and access to benefits
 - E. Advocacy
 - F. Employment assistance
 - G. Access to education
 - H. Housing placement assistance
 - I. Mental health and substance abuse services
 - J. Public Health Nursing Services
 - K. Clothing services

- L. Bus passes
- M. Showers
- N. Laundry
- O. After school tutoring and snacks
- P. Personal toiletry items (to include, but not be limited to: soap, tooth paste, tooth brush, shampoo, lotion, hair comb/brush, etc.)

7.0 REPORTING

In order to qualify as "participating in the HMIS" the Contractor **must** use the ClientTrack software that was adopted by DPSS and is the primary reporting system from the County to the U.S. Department of Housing and Urban Development.

7.1 Reporting Capabilities

In order to reconcile customer data entered into HMIS by the Contractor, DPSS may request the Contractor to generate the following reports from, and correct the data in, HMIS, within five (5) business days of the request:

- A. **Missing Value Report:** This report calculates the percentage of required customer-level data elements with null or missing values divided by the total number of customer records. The report will also calculate the number of usable values (all values excluding "Don't know" and "Refused" responses) in each required field over any desired time period (e.g., last month, last year). The report will be generated for each program, for different types of programs, and across the entire CoC. The program level reports will cover all applicable universal and program-specific data elements. The CoC reports will be limited to the following universal data elements: Name, Social Security Number, Date of Birth, Ethnicity, Race, Veteran Status, Gender, Disabling Condition, Residence prior to program entry, and Zip code of last permanent address. Percentages will be based on the universe of customer records for which the data element is required. For example, percent (%) null for veterans = number of customers with no veteran status recorded/number of adults.
- B. **Un-duplication Data Quality Report:** This report will be available to validate de-duplication results based on DPSS's un-duplication approach against other possible combinations of fields. The un-duplication quality reporting highlights records that match, using DPSS' primary methodology, but have conflicting values in other identifiable fields.
- C. **Bed Utilization Report:** This report will calculate for each program the percentage of beds and family units that are filled on any given night by dividing the number of customers/households served by the total number of beds/units available for occupancy during the specified time period, as well as the average bed and unit utilization rates by program type. The report will help to identify potential data quality issues by flagging facilities with bed or family unit utilization rates above 105% or below 60%. The report requires that customer level data as well as Program Descriptor data be entered into HMIS for all customers served in programs that provide beds.

- D. **Data Timeliness Report:** This report calculates for each program the differences between the date on which the Program Entry Date or Program Exit Date was entered on customers and the dates on which actual entry or exit occurred. The report will be based on Program Entry Dates and Program Exit Dates, and compare the dates that these data were entered to the actual values contained in those fields. The "Creation Date" for these fields is automatically recorded when the user enters data.

8.0 PUBLIC RELATIONS

- 8.1 Develop and maintain effective public relations materials that clearly demonstrate the number of years that the shelter has been serving the community, the evolution of the program based on changing community needs and dynamics, the mission statement, and current stakeholders. Public relations shall be accessible to the general public so that this contracted service is well-known and utilized.
- 8.2 Develop and maintain community collaborations and partnerships with community-based or other human services organizations that the agency will use to provide an array of services for the emergency shelter program.

9.0 TRANSITION CLOSE-OUT

- 9.1 Upon expiration or termination of an Agreement, with or without cause, during the transition close-out period the Contractor agrees to:
- A. Continue delivering services to all customers at RDRC until notified otherwise, and
 - B. Assist DPSS in the orderly transition and transfer of customers and/or data to DPSS and the subsequent Contractor(s), and
 - C. Provide, in a timely manner, all file and database information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s), upon termination or expiration of this Agreement, and
 - D. Cooperate with DPSS during a transition close-out period to ensure orderly and seamless delivery of services to customers.

Exhibit B – Organization Data Sheet

Organization Data Sheet

DPARC-240 - Roy's Desert Resource Center Administrator

Complete all Sections of this form. If not applicable, then enter "N/A" Date: _____

Agency Information			
Agency Name		Agency Phone	
Agency Mailing Address		Agency Fax	
		Agency Website	

Primary Liaison with DPSS			
Name	Title (fill in exact title)	Address	Phone & Email
	_____		Phone
	(Title of Primary Liaison)		Email
Other Key Contacts			
	_____		Phone
	(Title of Key Contact #1)		Email
	_____		Phone
	(Title of Key Contact #2)		Email
	_____		Phone
	Other		Email
Corporate Officers and/or Board of Directors			
			Phone
			Email
			Phone
			Email
			Phone
			Email

Exhibit C – Response Submission Checklist**Response Submission Checklist
DPARC-240 – Roy's Desert Resource Center Administrator**

Please Note: All Exhibits are available electronically. Any Respondent who wishes to have this form in electronic format may send an email request to:

dpsscontracts@riversidedpss.org please copy maridley@riversidedpss.org

RESPONDENT INSTRUCTIONS - General

- Follow the instructions in each section of the RFQ and corresponding Exhibits.
- Present all requested items in the order shown.
- Label each item presented and include additional items on your Table of Contents.
- All responses must include a detailed description of each proposed service to be provided.
- Respondents that do not follow response submission guidelines, may be found to be "non-responsive" and disqualified from the RFQ process.

RESPONDENT INSTRUCTIONS – Response Submission Checklist

- Use this checklist to organize all sections of the RFQ and to submit your response and copies.

Response Submission Checklist

- ☐ Tab A - Response Cover Page (*Page 4 of RFQ, signed by Authorized Signatory*)
- ☐ Tab B - Response Submission Checklist (*this page*)
- ☐ Tab C - Table of Contents
- ☐ Tab D - Corporate/Company/Agency Profile
- ☐ Tab E - Credentials/Resumes/Certifications/Licenses
- ☐ Tab F - References
- ☐ Tab G - Evidence of Insurability/Business Licenses
- ☐ Tab H - Clarifications/Exceptions/Deviations
- ☐ Tab I - Financial Statements
- ☐ Tab J - Description of Services Questions, **Exhibit D (Response to Scope of Service, inclusive of all copies of policies, procedures, forms and/or sample documents)**
- ☐ Tab K - Cost Response (**Exhibit A**) & Budget Justification

Exhibit D – Description of Services Questions

Description of Services Questions DPARC-240 – Roy's Desert Resource Center Administrator

Please Note: All Exhibits are available electronically. Any Respondent who wishes to have this form in electronic format may send an email request to:

dpsscontracts@riversidedpss.org please copy maridley@riversidedpss.org

RESPONDENT INSTRUCTIONS –Description of Services Questions

RFQ Narrative Questions

- Please provide a clear and concise response to each question below, in response to the corresponding RFQ section and requirements.
- Each section below (e.g., 3.1 Fiscal Management, 3.2 Financial/In-Kind Commitments Management, etc...) corresponds to the same labeled section in the RFQ, for reference. Respondent must label each section and number each corresponding question.
- **If Respondent includes copies of policies, procedures, sample forms, and/or reports, state "See Attachment (Name of Document)" in your answer to the question and place the document in the corresponding section.**
- Respondent shall respond to every section in the order below from 3.1 to 3.6. If any section does not present a statement that qualifies as a declarative question, the respondent shall respond that they have read and agree or disagree to the statement, any failure to do so may eliminate the respondent's response.
- Respondents that do not respond to all questions, may be found to be "non-responsive" and disqualified from the RFQ process.

3.1 FISCAL MANAGEMENT

1. Describe how your agency will develop the annual budget for RDRC and perform budget analysis by implementing a budget process system, providing financial guidance and recommendations to the County.
2. Describe how your agency will coordinate and track payments for purchases and services received.
3. Describe how your agency will balance all appropriation and revenue accounts for the annual budget as well as projects and grants.
4. Describe how your agency will provide planning and control information by assembling and analyzing financial data, identifying trends, providing forecasts, and explaining processes and techniques.

5. Describe how your agency will research, compile, monitor, and summarize current and historical financial and budget information and data.
6. Describe how your agency will analyze, monitor, and review, current and historical financial and budget information, prepares financial forecasts and summaries, and analyzes trends to keep management abreast of the financial condition of RDRC.
7. Describe how your agency will perform financial monitoring of contracts to ensure compliance with regulatory obligations, and serve as liaison with consultants, regulatory agencies and donors.
8. Describe how your agency will review accounting ledgers, and document and verify accounts by reviewing and/or approving the posting of accounting transactions and reconciling statements and transactions.
9. Describe how your agency will review financial transactions to ensure that transactions are processed in accordance with applicable laws and regulations, and sound business practices.
10. Describe how your agency will develop and maintain spreadsheets and/or databases to support project data analysis, analyzing financial data to discover patterns or discrepancies, and making recommendations based on data and presenting information for specific projects.
11. Describe how your agency will perform debt administration by performing deficit impact analyses.
12. Describe how your agency will inventory capital assets of RDRC, which are in the name of your agency (e.g., vehicles).

3.2 FINANCIAL/IN-KIND COMMITMENTS MANAGEMENT

1. Describe how your agency will create and maintain an ongoing donor relations program to monitor and secure monetary/in-kind commitments that have been pledged by public and/or private entities. The program shall include, but is not limited to the following:
 - a. personal visits,
 - b. participating in luncheons and meetings,
 - c. making personal calls,
 - d. correspondence and other forms of communication

3.3 GRANT WRITING

1. Describe how your agency will identify funding sources, including funding from government agencies and private funding. The Contractor shall evaluate sources of funding and determine what suits the organization based on areas of interest, geographic location and the amount of funding provided. The Contractor shall create a prospect worksheet that identifies the funder's name, address, contact information, financial data, areas of interest, limitations, application requirements and other pertinent information of the organization.
2. Describe how your agency will create a funding calendar, which includes allocating time necessary for research, preparation and writing grant requests. The calendar may include reminders and deadlines for the grant process to ensure that everything remains on time.

3. Describe how your agency will research statistics and gather information about RDRC. A research plan for a grant response shall focus on specific aims of RDRC, the significance of RDRC and current methods employed to meet the need of the homeless demographic of the Coachella Valley. An analysis should compare the services currently available with what RDRC plans to offer.
4. Describe how your agency will develop content for grant responses. The Contractor shall have an understanding of RDRC, its mission, history, current programs and activities, and the funding, service, and/or infrastructure gaps to be filled. In addition, the Contractor shall understand the formatting of the grant response and be capable of preparing an application without errors.
5. Describe how your agency will develop the budget to include grant responses and develop a budget justification that explains each line-item expense, showing its necessity to the success of RDRC.
6. Describe how your agency will write reports for government agencies, foundations or other donors providing grant funding. These reports shall provide progress information, including how RDRC has spent its funds and whether it has fulfilled its goals and objectives.

3.4 COMMUNITY COLLABORATIONS

1. Describe how your agency will partner with the CVAG Homelessness Committee, comprised of elected officials and tribal governments of the Coachella Valley, to address the needs of the homeless population in the area.
2. Describe how your agency will develop and maintain community collaborations and partnerships with community-based or other human services organizations that the Contractor will use to provide an array of services for RDRC.
3. Describe how your agency will create a media campaign related to RDRC.
4. Describe how your agency will participate in the County of Riverside's Continuum of Care meetings.
5. Describe how your agency will act as liaison to media outlets, by do the following:
 - a. Pitching story ideas,
 - b. Responding to incoming media requests,
 - c. Monitoring story placements, and
 - d. Gathering information for press releases.
6. Describe how your agency will distribute collateral materials (e.g., annual reports, newsletters, etc.) to community partners.
7. Describe how your agency will maintain current communications materials for advertising, public relations, media relations, and promotions.
8. Describe how your agency will secure private gifts and coordinate all fundraising activities in the name of RDRC. This encompasses planned giving, major gifts, special events, corporate sponsorship, grants and individual giving.

3.5 ADMINISTRATIVE OVERSIGHT

1. Describe how your agency will monitor the operation of RDRC and select a subcontractor to provide services, as prescribed in **Exhibit A**.
2. Describe how your agency will serve as a pass-through and provide 100% of County funding to Desert SOS to operate RDRC.

3.6 REPORTING

1. Describe how your agency will provide the CVAG Homelessness Committee with administrative, programmatic, fiscal, and ad hoc reports at its monthly meeting.
2. Describe how your agency will provide the County with administrative, programmatic, fiscal, and ad hoc reports, upon request.

Exhibit E – Sample Agreement**SAMPLE AGREEMENT**

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

PROFESSIONAL SERVICES AGREEMENT: (INSERT CONTRACT NUMBER)
CONTRACTOR: (INSERT CONTRACTOR NAME)
AGREEMENT TERM: (INSERT CONTRACT TERM)
MAXIMUM REIMBURSABLE AMOUNT: (INSERT AMOUNT OF CONTRACT)

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

WHEREAS, Unassigned is qualified to provide services:

WHEREAS, DPSS desires Unassigned, 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 for
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Address: 10281 Kidd St. Riverside, CA 92503	Address:
Date Signed:	Date Signed:

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. Insert additional definitions if applicable.

II. OBJECTIVES

Ensure that services provided result in positive outcomes for at least one of the following program objectives:

- 1. Insert specific instructions here.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor 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.
- C. Insert additional responsibilities if applicable.

IV. CONTRACTOR RESPONSIBILITIES**A. SCOPE OF SERVICE**

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Insert additional responsibilities if applicable.

B. REPORTING

The Contractor shall:

- 1. Insert reporting instructions here.

C. FISCAL**1. MAXIMUM REIMBURSABLE AMOUNT**

Total payment under this Contract shall not exceed \$0.00.

2. UNIT OF SERVICE COST RATE**3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT**

- a. 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.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. 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.
- d. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and

"Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.

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. CERTIFICATION OF FINANCIAL SUPPORT

Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:

- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
- b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
- c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.

6. 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.

D. 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.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and

information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

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. CUSTOMER 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. Customer Complaints

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

<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 customers and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

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

6. **PROCEDURE TO RESOLVE CUSTOMER GRIEVANCE**

Contractor shall establish a customer grievance policy and procedure that describes the system by which customers 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 customer for a State hearing.

7. **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.

8. **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 County'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 it's 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.

9. 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.

10. 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.

11. 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.

12. 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 customers. 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 customers. DPSS shall notify the Contractor in writing of any person not approved, but to protect customer 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. 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.
- (4). 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

19. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

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

20. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

21. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:

- (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.

- (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

22. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

23. CONTRACT TRANSITION PERIOD

The Contractor agrees:

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

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2012 to June 30, 2013, with two (2) one-year renewal options.

B. NOTICES

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

Department of Public Social Services
Contracts Administration Unit

P.O. Box 7789
Riverside, CA 92513

VENDOR:

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 May 1, 2013.

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.

Exhibit F – HIPAA Business Associate Addendum to the Agreement

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and

(CONTRACTOR).

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and (Insert Contractor Name) ("Contractor") as of the date of approval by both parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
 - (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.

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- (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
 - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.
4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

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- (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
- B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
- C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.
7. Term and Termination.
- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI

and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.

- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. 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 all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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 the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

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

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

By: _____

By: _____

Date: _____

Date: _____