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

329



FROM: Department of Public Social Services

June 426, 2012

**SUBJECT:** Request for Sole Source Procurement and Professional Service Agreement with Coachella Valley Association of Governments

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Approve and authorize the Chairman of the Board to sign the attached Agreement # (HO-02459) with Coachella Valley Association of Governments for the period of July 01, 2012 June 30, 2013 for an amount not to exceed \$ 600,000.
- 2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
- 3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

			Jusan	L toew		
				Susan Loew, D	irector	
	FINANCIAL	Current F.Y. Total Cost: Current F.Y. Net County Cost:	\$ 600,000. \$ 600,000.	In Current Year Budget Adjustm		es No
DATA	DATA	Annual Net County Cost:	\$ 600,000.	For Fiscal Year:	3	12-13
	SOURCE OF FUN Federal Funding:0	NDS: % State Funding: 0%; Cour	nty Funding: 100%;	Realignment	Positions To Be Deleted Per A-30	
	Funding: 0%;	Other Funding: 0%			Requires 4/5 Vote	
	C.E.O. RECOMM	ENDATION:	APPROVE		·	
_			BY: Neluge	Ouma		
	County Executive	e Office Signature	Debra Courne	oyer 3		

Prev. Agn. Ref.: (2/9/10, #3.43)

District: 4

Agenda Number:

3.25

21-12

FORM ABPROVED COUNTY COUNSEL

84

Policy

Z

Consent

Policy

X

Consent

**To:** Board of Supervisors **Date**: June 26, 2012

Page 2

#### **BACKGROUND:**

The Coachella Valley Association of Government (CVAG) addresses issues affecting valley-wide significance and has a history of being the lead agency on a variety of projects important to the Coachella Valley. In that capacity, CVAG has facilitated policy and planning to address homelessness in the valley and has provided administrative oversight of Roy's Desert Resource Center, which opened on December 22, 2009.

At this time, DPSS is requesting approval to continue to contract with CVAG as the lead contract administrator of Roy's Desert Resource Center, a "one-stop" multi-service shelter that provides housing (up to 120 emergency shelter beds for the homeless) and supportive services to the homeless and individuals at risk of homelessness in the western Coachella Valley.

#### PRICE REASONABLENESS:

All funding provided through this contract is passed through to the agency providing the emergency housing and supportive services at Roy's Desert Resource Center. The funding amount recommended at this time is \$600,000 which reflects the funding level included in the FY 12/13 proposed budget.

In order to ensure that each emergency shelter operator can continue to deliver services as of July 1, 2012, we are recommending that contracts be executed based on the funding level approved in the Proposed Budget, which is recommended for allocation as follows:

Shelter	FY 11/12 Budget	FY 12/13 Recommended Allocation					
Riverside Emergency Shelter*	\$196,500	\$196,500					
Riverside Family Shelter	\$400,001	\$230,000					
Valley Restart	\$50,000	\$50,000					
Coachella Valley Rescue Mission	\$129,698	\$72,711					
Roy's Desert Resource Center	\$ <u>1,274,543</u>	<u>\$600,000</u>					
Total	\$2,050,742	\$1,149,211					

<sup>\*</sup>The Riverside Emergency Shelter has dedicated funding from the City and the FEMA EFSP Board of \$185,083.

The Contract with CVAG requires Board approval; however, based on the current approved terms and conditions, the Purchasing Agent is authorized to execute the contracts with the other shelter providers.

DPSS has recently identified some current year savings within the homeless budget that will be reallocated to support the emergency shelters in FY 12/13. We are in the process of developing recommendations for the allocation of these funds and will bring those forward under a separate Board letter for formal consideration.

#### FINANCIAL:

100% County General Fund. The total Agreement amount is \$600,000 and is included in the FY 12/13 DPSS budget.

#### ATTACHMENT(S):

Agreement HO-2459 Sole Source Justification Date:

April 16, 2012

From:

Susan Loew, Director of the Department of Public Social Services

To:

Board of Supervisors/Purchasing Agent

Via:

**Purchasing Agent** 

Subject:

Request for a Sole Source Procurement for (Coachella Valley Association of Governments)

The below information is provided in support of the Department of Public Social Services requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a sole source.

#### 1. Supply/Service being requested:

DPSS is requesting to be authorized to contract with Coachella Valley Association of Governments – Administrator of Roy's Desert Resource Center – to assist in offsetting the cost of operations, information technology, transportation, supportive services and administration.

#### 2. Supplier being requested:

Coachella Valley Association of Governments (CVAG) provides administrative oversight for Roy's Desert Resource Center in North Palm Springs through a sub-contractor who operates the facility.

#### 3. Alternative suppliers that can or might be able to provide Administrative oversight:

Currently we are not aware of any other body of Government in the Coachella Valley that would be willing to act as the administrator of Roy's Desert Center through a sub-contract operator.

#### 4. Extent of market search conducted:

In preparing to contract with Coachella Valley Association of Governments for administrative oversight of Roy's Desert Resource Center in the 4<sup>th</sup> District of the County, DPSS conducted research as to potential Administrators within the Riverside Continuum of Care (CoC), utilizing the following:

- 1. Riverside County Consolidated Plan (1999-2004)
- 2. Previous RFP responses (FY 2007-08)
- 3. City funding allocations for emergency shelters
- 4. Riverside County Homeless Count and Survey (2007 and 2009)
- 5. Riverside County 10-Year Plan to End Homelessness (2007-2017)
- 6. Coachella Valley's Association of Governments' (CVAG) Strategic Plan to End Homelessness (2007-2012)
- 7. Emergency Food and Shelter Program
- 8. California Care Network Database (www.calcarenet.ca.gov)
- 9. Riverside County Housing Inventory (2010)
- 10. 2-1-1 Riverside County Community Services Directory

### 5. Unique features of the service being requested from this vendor, which no alternative vendor can provide:

For this project, the unique features to be provided to DPSS are:

#### **Coachella Valley Association of Governments**

- 1. Provide administrative oversight via a sub-contract operator for Roy's Desert Resource Center Emergency Shelter;
- 2. Act as a liaison between the sub-contractor and DPSS;
- 3. Act as a liaison between the Coachella Valley city governments and the sub-contractor;
- 4. Ensure the sub-contractor is meeting all contractual obligations for providing Emergency shelter services;
- 5. Provide all administrative oversight duties free of charge to DPSS.

## 6. Reasons why the Department of Public Social Services requires these unique features and what benefit will accrue to the county:

- In October 16 2007, Agenda Item 3.40, the Riverside County Board of Supervisors adopted the Riverside County 10-Year Strategy to End Homelessness to reflect a Continuum of Care that works to meet the needs of all episodically, transitionally, and chronically homeless persons and to break the cycle of homelessness;
- 2. Emergency shelters provide an immediate and safe alternative to sleeping on the streets, especially for homeless families with children;
- 3. Emergency shelters are a gateway for a homeless person to reach self-sufficiency, as the goal of emergency shelters is to transition homeless individuals into transitional housing (up to 24 months) and eventually into more permanent housing;
- 4. According to the 2009 Riverside County Homeless Count, 618 (or 18%) of the County's homeless population (3,366) were found in emergency shelters;
- 5. According to the 2009 Riverside County Homeless Survey, the three (3) most commonly used services by homeless persons living in Riverside County are: meals, bus passes, and emergency shelter.

#### 7. Price Reasonableness:

CVAG, is willing to continue providing Administrative Oversight of Roy's Desert Resource Center for a cost not to exceed \$600,000 which is passed through in its entirety to the sub-contractor for operational expenses.

#### Price Comparison

In a report titled, "Destination Home: A Strategic Guide to the Development of Homeless Housing in Riverside County," Public Consulting Group, Inc. conducted a study of Riverside County's housing and supportive services for the homeless in FY 2006-07.

Detailed in section 3 of the report are all-inclusive bed night rates that were developed using locally available information as well as interviews with DPSS, the Riverside County Department of Mental Health, Riverside County Economic Development Agency, and legislative team members for all five (5) districts, among others. A break down of all-inclusive bed night rates, based on homeless shelter capacity is below.

CVAG is the only organization that is willing to provide administrative oversight of Roy's Desert Resource Center with no cost to the County. DPSS desires to assist CVAG in the funding required for the coordination and oversight of emergency housing and supportive services at Roy's Desert Resource Center in an amount not to exceed \$600,000.

Based on the price comparisons referenced above, DPSS is confident that the pricing is reasonable and at fair market value for the services that would be provided by Coachella Valley Association of Government.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No, moving forward with this service does not further obligate the County to future similar contractual arrangements.

9. Period of Performance:

The period of performance	will be from July 1, 2012 th	rough June 30, 2013.						
Susan Fo	ew	5-14-12						
Department Head Signature		Date						
Purchasing Department Comm	nents:  Approve with Condition/s	Disapprove						
Not to exceed: \$ 60000	One time Annual A	mount through 6-30-2013						
Mark Ala	5-22-12	12.546						
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)						

# RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES PROFESSIONAL SERVICES AGREEMENT

AGREEMENT:

HO-02459

CONTRACTOR:

**COACHELLA VALLEY ASSOCIATION OF** 

**GOVERNMENTS** 

AGREEMENT TERM:

July 1, 2012 THROUGH JUNE 30, 2013

MAXIMUM REIMBURSABLE AMOUNT:

\$600,000.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to coordinate and oversee emergency housing and supportive services at Roy's Desert Resource Center;

WHEREAS, Coachella Valley Association of Governments is qualified to coordinate and oversee emergency housing and supportive services at Roy's Desert Resource Center; and

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

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

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



#### **COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

#### PERSONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

#### **TABLE OF CONTENTS**

I.	BBREVIATIONS/DEFINITIONS4	-
II.	PSS RESPONSIBILITIES4	ļ
III.	ONTRACTOR RESPONSIBILITIES4	ŀ
IV.	SCAL PROVISIONS7	
	MAXIMUM AMOUNT       7         ONE-TWELTH (1/12) REIMBURSEMENT RATE       7         METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS       7         FINANCIAL RESOURCES       8         RECORDS, INSPECTIONS, AND AUDITS       8         SUPPLANTATION       9         DISALLOWANCE       9         AVAILABILITY OF FUNDING       9	333
V.	ENERAL PROVISIONS9	)
	EFFECTIVE PERIOD       9         CONFLICT OF INTEREST       9         NOTICES       9         REPORTING       10         CONFIDENTIALITY       13         EMPLOYMENT PRACTICES       13         RELIGIOUS PROHIBITION       14         CLIENT CIVIL RIGHTS COMPLIANCE       14         HOLD HARMLESS/INDEMNIFICATION       15         INSURANCE       16         LICENSES AND PERMITS       18         INDEPENDENT CONTRACTOR       19         CUSTODIAN OF PROPERTY       19         SUBCONTRACT FOR SERVICES       20         ASSIGNMENT       20         CHILD ABUSE REPORTING       21         ELDER AND DEPENDENT ABUSE REPORTING       21         ELDER AND DEPENDENT ABUSE REPORTING       21         DISCLOSURE OF INFORMATION RELEVANT TO CLIENT SAFETY       21         COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES       21         HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)       21         DISPUTES       22         SANCTIONS       22         SANCTIONS       22         TERMINATION       22         GOVERNING LAW       22         MODIFICATION OF TERMS       23 <td></td>	
	f <b>Exhibits</b> t A – HMIS Informed Consent Form	
Exhi Exhi Exhi Exhi	B – DPSS Forms 2076A & 2076B (with Instructions) C – Sign-In Sheet D – Universal Data Intake Form E – 2-1-1 Riverside County Agency Registration Form F – 2-1-1 Riverside County Program Registration	
	G – Vendor Assurance of Compliance	

#### I. ABBREVIATIONS/DEFINITIONS

- A. "Bed night" is one bed per Customer per night.
- B. "Continuum of Care (CoC)" shall mean a coordinated approach at the local level to deliver services to persons who are homeless. A CoC generally includes a full range of emergency, transitional, and permanent housing and service resources to address the various needs of homeless persons.
- C. "Contractor" and "CVAG" are terms used interchangeably and shall mean the Coachella Valley Association of Governments.
- D. "Critical incident" refers to any event that jeopardizes the safety of clients, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- E. "Client" refers to individuals and families eligible for services at RDRC.
- F. "DPSS" and "County" are used interchangeably and refer to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "HMIS" refers to the web-based Homeless Management Information System connectivity maintained by the Riverside County Department of Public Social Services. It is a computerized system designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.
- H. "RDRC" refers to Roy's Desert Resource Center, located at 19-531 McLane Street in North Palm Springs.
- I. "HUD" refers to the United States Department of Housing and Urban Development.

#### II. DPSS RESPONSIBILITIES

#### A. DPSS will:

- 1. Assign DPSS staff to be the liaison between the Contractor and DPSS.
- 2. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor in January 2013 through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.

#### **III. CONTRACTOR RESPONSIBILITIES**

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

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

#### 1. Shelter

- a. Provide bed capacity for up to 120 homeless men, women and children free of charge for homeless individuals and families for up to one-hundred and twenty (120) days, consisting of a ninety (90) consecutive day initial stay with thirty (30) additional consecutive days of extended stay as needed and for good cause, which must be documented. Clients seeking to re-enter the shelter who have used their ninety (90) days within the previous six (6) calendar months shall not be served until all new customers have been served.
- b. Make available for each customer bed linens and towels for showering. Linens and towels should be washed in hot water and laundry detergent no less than once a week and upon a customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
- c. Provide a sleeping space that is not less than two (2) feet in any direction from another customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall <u>only</u> be used as a bed choice of last resort. This condition may only be waived with prior DPSS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.

#### 2. Meals

- a. Provide 2 meals on site, morning and evening, and will also provide resources to interested clients as to where they can obtain a Sack Lunch" Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by Contractor for DPSS' review.
- b. The morning meal should include, at a minimum, breakfast snacks or a meal according to the host site's capabilities.
- c. The evening meal should include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.
- 3. Provide limited transportation to and from the RDRC to a central drop-off point in Palm Springs to be determined by Contractor. Contractor will provide a minimum of four (4) round-trips daily.
- 4. Assist all interested customers with referral or access to services such as health care, social services, employment services, mainstream benefits programs (e.g., General Relief, Social Security; Supplemental Security Income; the Women, Infants and Children nutrition program; etc.), vocational services, legal assistance, etc.
- 5. Provide security through Contractor staff.
- Maintain case files on each customer that contain, at a minimum, detailed and legible case notes describing referrals made and progress gained during the customer's stay at the shelter. If a customer is not interested in receiving services this must be documented.
- 7. Maintain written records on site of the following for DPSS' review:

- a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
- b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
- 8. Post shelter rules, guidelines, and customer grievance procedures, in English and Spanish, in a conspicuous place.
- 9. Ensure that customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
- 10. Prohibit entry into the shelter, and offer redirection of other appropriate resources, when there is a reasonable suspicion that the client is intoxicated and/or under the influence of an illicit substance.
- 11. Clear all clients through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (http://www.meganslaw.ca.gov/index.aspx?lang=ENGLISH).
- 12. Adequately staff the facility to administer the program. Staff shall be trained at least annually on emergency first aid. At least on an annual basis, staff shall received training in Conflict Resolution techniques and issues related to cultural diversity/sensitivity.
- 13. Participate in the Homeless Management Information System (HMIS). Maintain in each customer's paper case file the original signed HMIS Informed Consent and Release Form, attached hereto as **Exhibit A**, and incorporated herein by this reference. In the event a client declines to sign this form, case manage should note accordingly in the client's paper case file.
- 14. Collect pertinent customer data regarding shelter usage as provided in Section V.D, "Reporting."
- 15. Participate regularly in the Continuum of Care meetings.
- C. Be legally liable for all aspects of the operation, including but not limited to:
  - 1. Program operations
  - 2. Fiscal management
  - 3. Communication with the County regarding RDRC activities
  - Oversight and management of all aspects of the contract requirements including finances
  - 5. Monitoring the implementation of program activities
  - 6. Executing and terminating agreements with subcontractors, if necessary
  - 7. Assuming full fiscal responsibility of contract and all other aspects of service provision and administration related to the RDRC.

- D. Pay all utility costs, including electric, natural gas, water, trash, and communications.
- E. Notify DPSS, in writing, if the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the contract term. DPSS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.
- F. Register its agencys and/or program, as funded by DPSS, with 2-1-1 Riverside County, using the 2-1-1 registration forms attached hereto as **Exhibits E and F**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

CVAG, or its subcontractor, may contact 2-1-1 by one of the following methods:

- **Telephone:** (800) 461-1123 or at (951)686-4402, Monday through Friday, 8:00am to 5:00pm;
- U.S. Postal Service: P.O. 5376, Riverside, CA 92517-5376; or
- E-mail: 211info@vcrivco.org

#### **IV. FISCAL PROVISIONS**

#### A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$600,000.00.

B. ONE-TWELTH (1/12) REIMBURSEMENT RATE

The Contractor shall be paid \$50,000. Per month, for twelve (12) months, for up to one hundred and twenty (120) beds, regardless if the bed is occupied or not.

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

- 5. Contractor may, under special circumstances, be required to submit actual receipts in lieu of the attached sign-in sheet (**Exhibit C**).
- 6. Each claiming period shall consist of a calendar month. Contractor invoice estimates for May and June 2012 are due no later than June 7, 2013. Actual Contractor invoices for May and June 2013 are due no later than July 30, 2013.
- 7. Contractor may reallocate, at its discretion, up to 10% between line-item categories, if all of the following conditions are met:
  - a. The total amount of the Agreement does not change;
  - b. The Contractor delivers a written request to DPSS that adequately documents the need for a change and specifically identifies the line-item categories to be reduced/increased;
  - c. The modification will not reduce any category or line-items below 20% of the original budgeted amount; and
  - d. Budget modification requests are submitted to DPSS no later than forty-five (45) days prior to end of the operating year.
  - e. The Riverside County Board of Supervisors approves the modification.

#### D. FINANCIAL RESOURCES

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

#### E. RECORDS. INSPECTIONS, AND AUDITS

- 1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for five (5) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- 2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- 3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for five (5) years after final payment is

made, or until all pending County, State, and Federal audits are completed, whichever is later.

- 4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- 5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

#### F. SUPPLANTATION

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

#### G. DISALLOWANCE

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

#### H. AVAILABILITY OF FUNDING

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

#### V. GENERAL PROVISIONS

#### A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2012 through June 30, 2013, with, with no renewal options.

#### B. CONFLICT OF INTEREST

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

#### C. NOTICES

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

**DPSS:** Department of Public Social Services Contracts Administration Unit 10281 Kidd Street

Riverside, CA 92503

**CONTRACTOR:** Coachella Valley Association of Governments

73-710 Fred Waring Drive, Suite 200

Palm Desert, CA 92260

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

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

#### D. REPORTING

1. The Contractor shall ensure that subcontractors using HMIS for client intake capture the following data:

The Required Universal Data Elements are:

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

#### Other Required Data Elements:

- 16. Housing Check-In
- 17. Housing Check-Out

In addition to the above data elements, programs that receive HUD homeless assistance funding through the annual Continuum of Care (CoC) competition and

complete APRs will be required to report clients progress on all Program-Specific Data Elements are:

- 1. Income and Sources
- 2. Non-Cash Benefits
- 3. Physical Disability
- 4. Developmental Disability
- 5. Chronic Health Condition
- 6. HIV/AIDS
- 7. Mental Health
- 8. Substance Abuse
- 9. Domestic Violence
- 10. Destination (at exit)
- 11. Date of Contact (Outreach Programs Only)
- 12. Date of Engagement (Outreach Programs Only)
- 13. Financial Services Provided (Required for HPRP)
- 14. Housing Relocation & Stabilization Services Provided (Required for HPRP)

Additional Program-Specific Data Elements are (Optional)

- 15A. Employment
- 15B. Education
- 15C. General Health Status
- 15D. Pregnancy Status
- 15E. Veteran's Information
- 15F. Children's Education
- 15G. Reason for Leaving
- 15H. Services Provided

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

The formats for the data fields are listed below:

- 1. **Name:** 3 separate fields for: First Name, Middle Initial, Last Name. No special characters, only alpha characters.
  - 'Name' is found in Step-1 of the client intake process under "New Client Universal Data ONLY" function in the Clients Tab.
- 2. Social Security Number in xxx-xx-xxxx format.
  - 'SSN' is found in Step-1 of the client intake process under "New Client Universal Data ONLY" function in the Clients Tab.
- 3. Date of Birth in mm/dd/yyyy format.
  - 'Date of Birth' is found in Step-1 of the client intake process under "New Client Universal Data ONLY" function in the Clients Tab.
- 4. **Ethnicity**: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for

specific values. This notice can be found at <a href="https://www.hud.gov/offices/cpd/homeless/rulesandregs/fr4848-n-02.pdf">www.hud.gov/offices/cpd/homeless/rulesandregs/fr4848-n-02.pdf</a> 'Ethnicity' is found in Step-4 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.

5. Race: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.

'Race' is found in Step-4 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.

- 6. **Gender**: Male, Female, Transgender, Unknown, Refused 'Gender' is found in Step-2 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- 7. **Veteran's Status:** Yes / No / Unknown 'Veteran Status' is found in Step-4 of the client intake process under the 'New Client – Universal Data ONLY" function in the Clients Tab.
- 8. **Disabling Condition:** Yes / No 'Disabling Condition' is found in Step-4 of the client intake process under the 'New Client Universal Data ONLY" function in the Clients Tab.
- 9. **Residence Prior to Program Entry:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.

  'Prior Residence' is found in the 'Master Assessment' of the client intake process under "New Client Universal Data ONLY" function in the Clients Tab.

#### 10. Length of stay at Residence Prior to Program Entry:

'Length of Stay' is found in the 'Master Assessment' of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.

11. Zip code of Last Permanent Address: Numeric values only.

'Prior Zip Code' is found in the 'Master Assessment' of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.

#### 12. Sub-Population:

'Sub-Population is found in the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.

13. Enrollment Entry Date in mm/dd/yyyy format.

'Enrollment Entry Date' is found in the 'Enrollments' function.

#### 14. Household Information:

Household information is collected for purposes of linking family members together in the system by identifying relationship to head of household and creating a family link found in the 'Family and Contact Information' area of the Client intake process.

#### 15. Bed Check-in:

Bed check-in/out dates and Bed Assignment are found under the 'Housing Tab'.

16. Enrollment Exit Date in mm/dd/yyyy format.

'Enrollment Exit Date' is found in the 'Enrollments' function by clicking on the enrollments' 'action gear' and selecting 'Exit the Enrollment' option.

#### 17. Services Provided

Services are found under the Client Tab under 'Case Management Options' grouping. Each service the client receives should be added along with the start and end dates for each. For services that span more than one day, the user will edit the service and put in the appropriate date the service ended.

#### 18. **Destination** (at Exit)

Destination is found in the 'Exit the Enrollment' option, and is one of the questions required to be answered when a client is being exited from the program.

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

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

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

#### E. 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.

#### F. EMPLOYMENT PRACTICES

- 1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (commencing with Gov. Code 12900 et seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- 2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### G. RELIGIOUS PROHIBITION

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

#### H. CLIENT CIVIL RIGHTS COMPLIANCE

#### 1. Vendor Assurance of Compliance

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

#### 2. Client Complaints

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

#### **Civil Rights Complaints should be referred to:**

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

#### 3. Services, Benefits and Facilities

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

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

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

#### 4. <u>Cultural Competency</u>

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

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

#### I. HOLD HARMLESS/INDEMNIFICATION

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

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

Contractor's indemnification to County as set forth herein. Contractor's obligation 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 Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims.

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

#### J. INSURANCE

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

#### **Workers' Compensation:**

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

#### Commercial General Liability:

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

#### **Professional Liability:**

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute

resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tall Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

#### **Vehicle Liability:**

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."

#### **General Insurance Provisions – All lines:**

- Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30)

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

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

#### K. LICENSES AND PERMITS

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

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the

County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

#### L. INDEPENDENT CONTRACTOR

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

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

#### M. CUSTODIAN OF PROPERTY

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

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

#### N. SUBCONTRACT FOR SERVICES

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

#### O. ASSIGNMENT

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

#### P. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse on neglect to a child protective agency as defined in Penal Code, Section 11166.

#### Q. ELDER AND DEPENDENT ABUSE REPORTING

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

#### R. DISCLOSURE OF INFORMATION RELEVANT TO CLIENT SAFETY

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

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

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

#### S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

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

#### T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

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

#### U. DISPUTES

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

#### V. SANCTIONS

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

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

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

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

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

#### W. TERMINATION

Either party may terminate this Agreement without cause by giving thirty (30) days written notification to the other party.

#### X. GOVERNING LAW

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

#### Y. MODIFICATION OF TERMS

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

#### Z. ENTIRE AGREEMENT

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

# ROY'S DESERT RESOURCE CENTER HOMELESS MANAGEMENT INFORMATION SYSTEM INFORMED CONSENT AND RELEASE OF INFORMATION FORM

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

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

I authorize (Agency)	
as a Network member, to share my basic ide service information with other Network members	
of this original will serve as an original for the p	ourposed stated above.
Client's Authorizing Signature	Date (d/m/y)
Client's Printed Name	
Based on the above information, I authorize ba confidential service transactions on my depende	
Legal Guardian's Authorizing Signature	Date (d/m/y)
Legal Guardian's Printed Name	

Name of Dependents that t	he Legal Guard	dian Auth	orizes to Participate	e in the Network:				
Name	DOB	Name		DOB				
Name	DOB	Name		DOB				
Agency Representative's Sig	gnature	<u> </u>	Date (d/m/y)					
Agency Representative's Pr	inted Name		Date (d/m/y)	·				
Description of Informed De	cision:		Verbal Explanation Interpreter Written					
Basic identifying information member agencies:	n this release a	authorizes	s to be exchanged	among Network				
Date and Time of Intake iPermission for InformationFirst NameMiddle InitialLast NameAliasSocial Security NumberDriver's License IDU.S. Citizen StatusImmigration StatusRegistered to VoteAddressHome TelephoneWork TelephoneWork TelephoneEmergency Contact and TDate of Birth/BirthdayCity and State of BirthSexRacePrimary LanguageMarital Status	n Release	rk Systen	1					

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

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

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

Authorizing Person's Initials

Date (d/m/y)

#### **HMIS NETWORK MEMBER AGENCIES:**

(INSERT PARTICIPATING ORGANIZATION NAMES BELOW)

#### **CONTRACTOR PAYMENT REQUEST**

DPSS 2076A (Rev: APRIL, 2003)

TO: Riverside County Department of Public Social Services Attn: Management Reporting Unit			Remit to Nam	е	
	4060 County Circle Drive		Address		
	Riverside, CA 92503		City	State	Zip Code
			Contractor Na	me	
			Contract Num	ber	
Total	amount requested	for the p	eriod of		20
s	elect Payment Type(s) Below				
	Advance Payment \$ (If allowed by Contract/MOU)		Actual Pay (Same amount	ment <u>\$</u> as 2076B if requi	red)
	Unit of Service Payment		(# @	of Units) x (\$)	
	(# of Units) x (\$)		(# 6	of Units) x (\$)	
	(# of Units) x (\$)		(# 6	of Units) x (\$)	
Any	questions regarding this request should	be directed to:	NI-	ame	Phone #
	ereby certify under penalty of perjury that thorized Signature		Title		Date
FOR	DPSS USE ONLY (DO NOT WRITE B	ELOW THIS LINE			market 4808
Busi	ness Unit (5)	Purchase Order	# (10)	In	voice #
Acco	ount (6)	Amount Authoric	zed		
Fund	1 (10)	authorized is different			
Dept	ID (10)	from amount requested			
Prog	ram (5)	Program (if app	licable)		Date
Class	s (10)	Management Re	porting Unit		Date
Proje	ect/Grant (15)	Contracts Admi	nistration Unit		Date
Vend	dor Code (10)	General Accoun	ting Section		Date

# DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS Instructions for Form 2076A

**EXHIBIT B** 

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

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

## FORM DPSS 2076A CONTRACTOR PAYMENT REQUEST

#### "Remit to Name"

The legal name of your agency.

#### "Address"

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

#### "Contractor Name"

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

#### "Contract Number"

Can be found on the first page of your contract.

#### "Amount Requested"

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

#### "Payment Type"

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

#### "Any questions regarding..."

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

# "Authorized Signature, Title, and Date (Contractor's) Self-explanatory (required). Original Signature needed for payment.

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

# Riverside County Department of Public Social Services Homeless Shelter Program

# SHELTER:

The information contained herein is important to the continued funding of this program. It is an important source of information about the homeless. Please help us by obtaining complete

		First Name	Last Name	First Name Last Name Signature Date Social Security Number	Date	Social Security Number
2 3 4 4 7 7 7 10 10						<b>e</b> 2
2 3 4 4 5 6 6 8 8 8 9	-					
2	-					
3 2 4 4 4 5 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6	7			350		
5 6 8 9 9						
8 8 9 0 0 1	8					
8 9 0 0 0 1						
8 8 6 0	4					
	2					
	9				ē	
	8					
	6					
	0					

ECWSP Sign-in Sheet Revised 02/26

#### ${\bf Client\ Intake\ Form-Emergency\ Shelters}$

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

Enrollment Entry Date		Client I Client I Facility Room	Bed-er Clien Client	try Da t will b will b	ite: be ho e hoi	used	/   in: in:	1		
					U	_				
Name	00"							·	77/4	D 6 1
Current Name (first, middle, last name, s	uffix)							Don't Know	N/A	Refused
First name			П				14			
Middle name	-						4			
						4			-	\
Last name								D		
Suffix					1		-			
Social Security Number										
Full SSN Reported   Don't know	V	0		1	)	-	The same	ST.		
Partial SSN Reported   Refused			The same	J				0		
month day year (If complete birth date is not known: When the second sec	at is you	ur age?				,				
Ethnicity										
Non-Hispanic/Non-Latino										
Don't know										
Refused										
Race		_								
American Indian or Alaskan Native										
Asian										
Black or African American										
Native Hawaiian or Other Pacific Islander										
White										
Don't know		J								

Refused

Disabling Condition  No Yes  Don't know  Refused		
No     Yes     Don't know     Refused		
Residence Prior to Program Entry		_
Emergency shelter (including a youth shelter, hotel, motel, camp		
Transitional housing for homeless persons (including homeless y		
Permanent housing for formerly homeless persons (such as SHP	, S+C, SRO Mod Rehab)	
Psychiatric hospital or other psychiatric facility		
Substance abuse treatment facility or detox center		
Hospital (non psychiatric)		
Jail, prison, juvenile detention facility		
Rental by client, no housing subsidy		
Owned by client, no housing subsidy		
Staying or living in a family member's room, apartment, or house	<u>.e</u>	
Staying or living in a friend's room, apartment, or house		
Hotel/motel paid for without emergency shelter voucher		
Foster care home/foster care group home	1 /4 i /1 /i /i /- i / i	
Places not meant for habitation e.g., (vehicles, abandoned building else outside	ng, bus/train/subway station/airport, or anywhere	
Other (Describe)		
Safe Haven	7	
Rental by client, with VASH housing subsidy		
Rental by client, with other (non-VASH) housing subsidy		
Owned by client, with housing subsidy		
Don't know		
Refused		Ī
Terased		
Length of Stay in Previous Place		
One week or less		
More than one week, but less than one month		
one to three months		
More than one week but less then one month		
One to three months		
More then three months, but less then one year		
One year or longer		
Don't know		
Refused		
Housing Status		
Literally homeless		
Housed and at imminent risk of losing housing		
Housed and at-risk of losing housing		
Stably housed		
Don't know		

Refused

Zip Code of Last Permanent Add	iress	(wh	ere	the e	elier	ıt la	ist	live	d fo	r 90	) da	ys :	or 1	noi	·e)
Zip code						]									
Full or partial zip code reported			.11												
Don't know															
Refused															
If zip code unknown, what is the	city	and	stat	e yo	u la	st l	ive	d fo	or 9	0 da	ys (	orr	nor	e?	
City:															]
State:															

Financial Resources	Income received from any source in the past 30 days?		No		
		Yes			
	_	Don't	Know	<i>l</i>	
Source and Amount of Income	200	Refuse	ed	. /	] [
	Source of Income		Receiving Amount Income Source From Sou		rce
	Earned Income	No		Φ.	20
		Yes		\$	υυ
	Unemployment Insurance	No		Φ.	00
		Yes		\$	υŪ
	Supplement Security Income (SSI)	No			
		Yes		\$	00
	Social Security Disability Income (SSDI)	No			_
		Yes		\$0	00
	Veteran's Disability Payment	No			_
		Yes		\$	00
	Private Disability Insurance	No			_
		Yes		\$00	
	Workers Compensation	No			_
		Yes		\$0	00
	Temporary Assistance for Needy Families (TANF)	No			_
	Temporary rissistance for recedy Fundines (171141)	Yes	-	\$0	00
	General Assistance (GA)	No			_
	General Assistance (GA)			\$0	00
AND THE	Retirement income from Social Security	Yes		Teene	_
	Rethement income from Social Security	Yes		\$0	00
	Veteran's Pension	No			_
	veteral sa ension	Yes		\$ .0	00
	Pension from former job	No			_
	1 onsion from tormer job	Yes		\$(	0(
	Child Support	No			_
	Cinia Support	Yes		\$0	0(
	Alimony or other spousal support	No			_
	Anniony of other spousar support		_	\$0	00
	Other source	Yes No			_
	Outer source	Yes		\$(	00
		1 1 5 5			

Non-Cash Benefit – Pr	ogram-Specific Data Element		
Non-Cash Benefit	Non-Cash benefit received from any source in past 30	No	
	days?	Yes	
		Don't Know	
		Refused	
	Source of Non-Cash Benefit	Receiving Benefit	Ti)r I
	Supplemental Nutrition Assistance Program (SNAP)	No	
	(Previously known as Food Stamps)	Yes	
	MEDICAID health insurance program (or use local name)	No	
		Yes	
	MEDICARE health insurance program (or use local name)	No	
		Yes	
	State Children's Health Insurance Program (or use local name)	No	_
	State Children's Health Insurance Program (or use local name)		+
		Yes	
	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	No	
		Yes	
	Veteran's Administration (VA) Medical Services	No	
		Yes	
	TANF Child Care services (or use local name)	No	
		Yes	
	TANF transportation services (or use local name)	No	
	THE COMMISSION DELY, AND COLUMN TO THE COLUMN THREE COLUM	Yes	_
	Other TANF-funded services (or use local name)	No	+
	Other TANT-lunded services (or use locar fiame)		
		Yes	
	Section 8, public housing, or other rental assistance	No	
		Yes	
	Other source	No	
		Yes	
hysical Disability – P	rogram-Specific Data Element		
Physical Disability		No	
		Yes	
		Don't Know	
		Refused	
	eiving services or treatment for this condition or received	No	
services/treatment pr	ior to exiting the program?	Yes	
-		Don't Know	
		Refused	
Developmental Disabil	lity - Program-Specific Data Element		
Developmental disab	ility	No	
100		Yes	
A.		Don't Know	
4		Refused	
	eiving services or treatment for this condition or received	No	
services/treatment pr	ior to exiting the program?	Yes	
	-	Don't Know	
		Refused	
Sharania III141 C . "	tion Duagnam Specific Data Flament		
	tion – Program-Specific Data Element	No	T.
Chronic Health Cond	IIIIOII	Ves	

Chronic Health Condition	No	
	Yes	
	Don't Know	
	Refused	

Exhibit D

(If yes) Currently receiving services or treatment for this condition or received	No	
services/treatment prior to exiting the program?	Yes	
	Don't Know	
	Refused	
HIV / AIDS- Program-Specific Data Element		
HIV / AIDS	No	
	Yes	
	Don't Know	
	Refused	
(If yes) Currently receiving services or treatment for this condition or received	No	
services/treatment prior to exiting the program?	Yes	
	Don't Know	
	Refused	
Martal Harlds Decree Cartiff Data Floriant	1	
Mental Health – Program-Specific Data Element  Mental Health Problem	No	15
Mental Health Problem	Yes	12
	Don't Know	
	Refused	
(If client has a mental health problem) Expected to be of long-continued and	No	+-
indefinite duration and substantially impairs ability to live independently?	Yes	
muchinic duration and substantially impairs ability to live independently.	Don't Know	
	Refused	
(If alignet has a martal health muchlary) Commently receiving comings on	No	
(If client has a mental health problem) Currently receiving services or treatment for this condition or received services/treatment prior to exiting the	Yes	
program?	Don't Know	
h.oB.am.	Refused	
	Refused	
Substance Abuse – Program-Specific Data Element		
Substance Abuse Problem	No	
All the second	Alcohol Abuse	
	Drug Abuse	
	Both - Alcohol and Drug	
	Don't Know	12
	Refused	10
(If client has a substance abuse problem) Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	No	
muching duration and substantially impairs ability to live independently:	Yes Don't Know	1
	Refused	
(TC -1'	No	+-
(If client has a substance abuse problem) Currently receiving services or treatment for this condition or received services/treatment prior to exiting the	Yes	
program?	Don't Know	
program	Refused	
	Refuseu	
Domestic Violence – Program-Specific Data Element	LNI	TE
Domestic Violence Victim/Survivor	No Yes	
Y ICHIII/BUI YIYUI	Don't Know	
	Refused	
(10 . ) WII		
(If yes) When experience occurred?	No Yes	
	Don't Know	
	Refused	
	Refused	

α .	T	• 1	
Services	Pro	WIG	60

Outreach	
Case Management	
Life Skills (Outside of Case Management)	
Alcohol or drug abuse services	
Mental health services	
HIV / AIDS – related services	
Other health care services	
Education	
Housing placement	
Employment assistance	
Child care	
Transportation	
Legal	
Deceased	
Other (Describe)	<b>6</b> D
Don't know	
Refused	

**Destination (At Exit)** 

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

Enro	llmen	t Exit	Date

	/		/		
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#### Exhibit &

Submitted/Updated by:	Date:	
Approved by:	Date:	
Entered by:	Date:	
Reviewed by:	Date:	



# Riverside County Community Services Directory AGENCY INFORMATION FORM

Information on this form should pertain to the agency only.

Please use the Program Information form to add or change program details.

Agency Name:		.,		
List Aliases/ known abbreviations	s/ other names:_			
Physical Address:				
City:		_State:		Zip code:
Confidential location:	☐ No			
Handicap accessible? ☐ Yes	☐ No			
Mailing Address:				
City:		State:		Zip code:
Main Phone:				
Fax:		TDD/TYY:		
Hotline:		Other:		
Website:				
E-mail:				
Legal Status				
☐ Private, non-profit	☐ Public-Co	ounty 📮	Public-State	Public-Federal
☐ Faith Based	☐ For Profit		Other	<del></del>
Tax Classification:				
Year of Incorporation:				
Office Days and Hours:				
Eligibility/ Target Population:				
Agency Description:				
3 <del>-24-3-2-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-</del>				
S <del>=</del> 1				
Languages spoken other than Er	nglish:			

Agency Information Page 1 of 2 Please complete both pages

Fees						
☐ No Cost	☐ Low Cost	Sliding Fee	Donation			
☐ Vary	Other					
Method of Payment						
☐ Medi-Cal	☐ Cash	Credit Cards	☐ Personal Check			
Personnel						
Agency Director:		Title:				
Phone:		Email:				
Contact Name:		Title:				
Phone:		Email:				
Any additional Information yo	ou would like us to be aw	are of?				
	E6					
Submitted by:	·	,				
Phone:						
Date :						
	2					



Volunteer Center of Riverside

Please enclose your brochure and return to 2-1-1 Riverside County
P.O Box 5376
Riverside, CA 92517-5376
Phone: (800) 464-1123
or (951) 686-4402 Ext. 751

Fax: (951) 686-7417

Agency Information
Page 2 of 2
Please complete both pages

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$-\sim$		NI.	

Submitted/Updated by:	.Date:	
Approved by:	Date:	
Entered by:	Date:	
Reviewed by:	Date:	



# Riverside County Community Services Directory PROGRAM INFORMATION FORM

This form is to submit the program's details, additions or changes.

Please summit a separate form for each program.

Additional copies can be made of this form as needed.

Agency Name:				
Program Name:				
List Aliases/ known abbre	viations/ other	names:		
Program Physical Address				
City:		State:	Zip code:	
Confidential location: Handicap accessible?	☐ Yes☐ Yes	☐ No ☐ No		
Mailing Address:				
City:		State:	Zip code:	
-		Alternative Phone		
Fax:		TDD/TYY:	*	
Hotline:		Other:		
Website:				
E-mail:				
Program Days and Hours:				
Program Description:		and the second s		
				NO. 2 THE STATE OF
Eligibility/Target Population	on:	8		

Program Information
Page 1 of 2
Please complete both pages

Intake/	Intake/Application Procedure:							
	Phone		Appoint	ment required		<u>י</u>	Walk-in	☐ Referral needed
	Mail		Other_					
Docume	ents Required:	ā						
Areas S	Served: (Please	e inc	licate spe	ecific areas pro	ogram ser	vice	es)	
Regions		Cou	nty 🗖	West County	Ū	<b>-</b>	Central County	☐ Southwest County
	East County			Coachella Val	ley [	3	Other	
Cities:_								
Zip Cod	les:							
	No Cost Vary				Sliding Fe		☐ Donati	
Method	of Payment Medi-Cal		Cash				s 📮 Person	
Languages spoken other than English:Personnel								
Program	m Director:						Title:	
Phone:			1				Email:	
Contact	t Name:						Title:	
Phone:							Email:	
Any add	ditional Inform	natic	n you w	ould like us to	be aware	of	?	
Submitt	red by:			ď.				
	teu by							
Date:	***************************************							

Please enclose your brochure and return to 2-1-1 Riverside County P.O Box 5376 Riverside, CA 92517-5376 Phone: (800) 464-1123 or (951) 686-4402 Ext. 160 Fax: (951) 686-7417

> Program Information Page 2 of 2 Please complete both pages

#### CONTRACTOR, SUBCONTRACTOR, AND/OR VENDOR **ASSURANCE OF COMPLIANCE**

#### WITH

#### RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES **NON-DISCRIMINATION**

#### IN

#### STATE AND FEDERALLY ASSISTED PROGRAMS

#### COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended: Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, martial status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Executive Director's Signature

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

Address of Vendor/Recipient