145

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

FROM: **DEPARTMENT OF PUBLIC SOCIAL SERVICES**

SUBMITTAL DATE: December 06, 2011

SUBJECT: REQUEST FOR SOLE SOURCE PROCUREMENT AND PROFESSIONAL SERVICE CONTRACT WITH PATH OF LIFE MINISTRIES

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Chairman of the Board to sign the attached Professional Services Contracts with Path of Life Ministries (HO-02054), in the amount of $196,500, for the period of November 1, 2011 through April 15, 2012, with two (2) one-year renewal options;

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments and exercise renewal options that do not change the substantive terms of the contracts, including amendments to the compensation provision that do not exceed the maximum reimbursement amount of the contracts ($196,500); and

3. Authorize the Director of DPSS to administer the contracts with Path of Life Ministries.

(CONTINUED – 4 pages in total)

Susan Loew, Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$196,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$196,500	Budget Adjustment:	No
	Annual Net County Cost:	$196,500	For Fiscal Year:	2011-12

SOURCE OF FUNDS: 64% County General Fund
36% Emergency Shelter Grant Funds

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

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA DATE 11-7-11

Purchasing: Mark Seiler, Assistant Director
Departmental Concurrence

☐ Consent ☒ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: December 6, 2011
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: (11/25/08, #3.29) **District:** 1 **Agenda Number:** 3.28

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

TO: BOARD OF SUPERVISORS **DATE:** December 06, 2011

SUBJECT: REQUEST FOR SOLE SOURCE PROCUREMENT & PROFESSIONAL SERVICE CONTRACT WITH PATH OF LIFE MINISTRIES

BACKGROUND:

DPSS developed and maintains an effective county-wide Continuum of Care for homeless persons in Riverside County by organizing and delivering supportive social services, including housing options, which meet the specific needs of homeless individuals and families, through contracts with local homeless shelter providers.

The City of Riverside operates a year-round shelter at Hulen Place and contracts with Path of Life Ministries to manage the shelter operations. For emergency cold weather shelter services, the City and County both provide funding to support an enhanced level of shelter services for the cold weather period. The City's annual $70,000 contribution is supported by Emergency Shelter Grant funds that are contingent up the agreement between DPSS and the City to have the shelter located at 2840 Hulen Place and operated by POLM.

Path of Life Ministries is a faith-based community non-profit organization that operates an emergency shelter to provide up to seventy-two (72) beds to men, women, and children who are homeless. POLM has been contracted to provide short-term emergency cold weather shelter services in the City of Riverside since November 2008.

Given these conditions, DPSS is requesting approval to enter into a sole source agreement with POLM to manage the cold weather shelter component of the shelter operations at Hulen Place.

PRICE REASONABLENESS:

Due to historical funding patterns for cold weather shelters in the County as well as ESG funding contingencies by the City and HUD, DPSS is confident that the pricing ($196,500) is reasonable and at fair market value for the services that will be provided by Path of Life Ministries.

FINANCIAL DATA: 100% County General Funds.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

Professional Services Contract (HO-02054) with Path of Life Ministries

SL:cg

Riverside County Department of Public Social Services

Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

PROFESSIONAL SERVICES CONTRACT:	**HO-02054**
CONTRACTOR:	**PATH OF LIFE MINISTRIES**
CONTRACT TERM:	**NOVEMBER 1, 2011 THROUGH APRIL 15, 2012**
MAXIMUM REIMBURSABLE AMOUNT:	**$196,500**

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires to provide emergency cold weather shelter and support services for the homeless;

WHEREAS, Path of Life Ministries is qualified to provide emergency cold weather shelter and support services for the homeless;

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

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

ATTEST:
KECIA HARPER-IHEM, Clerk
BY: DEPUTY

Authorized Signature for Purchasing:	**Authorized Signature for Contractor:**
Bob Buster	
Printed Name of Person Signing:	Printed Name of Person Signing:
Bob Buster	Raul Diaz
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 4495 Magnolia Avenue P.O. Box 1445 Riverside, CA 92502
Date: DEC 06 2011	Date: 11-22-11

FORM APPROVED COUNTY COUNSEL
BY: 11/21/11
ELENA M. BOEVA DATE

DEC 06 2011 3.28

Date: August 24, 2011

From: Susan Loew, Director of the Department of Public Social Services

To: Board of Supervisors

Via: Purchasing Agent

Subject: Request for a Sole Source Procurement

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.

Supply/Service being requested:

DPSS is requesting Emergency Cold Weather shelter services (shelter, food, and case management), at 2840 Hulen Place, Riverside, CA 92507, from a well-established shelter provider, with seventy-two (72) beds for men, women, and children.

Supplier being requested:

The Emergency shelter provider being requested is Path of Life Ministries (POLM), a faith-based community non-profit organization, located in the City of Riverside that is contracted by the City of Riverside to operate an emergency shelter to provide up to seventy-two (72) beds to families who are homeless, at 2840 Hulen Place, Riverside, CA 92507.

Alternative suppliers that can or might be able to provide supply/service:

There are not alternative supplies that can or might be able to provide services due to Path of Life Ministries being awarded Emergency Shelter Grant (ESG) Funds from the U.S. Department of Housing and Urban Development (HUD), pursuant to Subtitle B of the Stewart B. McKinney Homelss Assistance Act of 1987 (Public Law 100-77).

In its contract with the City, the County has agreed to disburse ESG funding exclusively to Path of Life Ministries, in accordance with the federal funding guidelines and stipulations.

Extent of market search conducted:

Due to contractual obligations between the City of Riverside and the County of Riverside, Path of Life Ministries has exclusive rights to the operation of the shelter at 2840 Hulen Place, in the city of Riverside; therefore, no market research was conducted.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

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

1. Physical health treatment, mental health treatment, and professional counseling;

2. Housing for 72 men and women on any given day;

3. Assistance with obtaining housing, birth certificates, California identification cards, bus passes;

4. Job readiness and computer familiarization workshops, resource agency presentations, and counseling;

5. Meals, showers, hygiene supplies, alcoholic anonymous and narcotics anonymous support groups, life skills groups, and anger management workshops;

6. Access to the Mobile Medical and Mobile Dental programs.

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

The Department requires the above-mentioned features because they are a stipulation of the grant funding that is required by HUD and contractually obligated by the agreement between the City and the County.

Price Reasonableness:

Due to historical funding patterns for cold weather shelters in the County as well as ESG funding contingencies by the City and HUD, DPSS is confident that the pricing ($196,500) is reasonable and at fair market value for the services that will be provided by Path of Life Ministries.

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.

Period of Performance:

Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.

The period of performance will be from November 1, 2011 through April 15, 2012, with two (2) one-year renewal options.

Susan Foew

Department Head Signature

9/6/11

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Purchasing Agent

11-21-11

Date

Approval # 12-302

PATH OF LIFE MINISTRIES

Emergency Cold Weather Shelter Program (ECWSP)

TERMS AND CONDITIONS

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Exhibit B - Sign-in Sheet
Exhibit C - Pre-Intake Form
Exhibit D - ESG Direct Benefit Worksheets
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Exhibit G - DPSS 2076A
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Exhibit I - Instructions for 2076A and 2076B
Exhibit J - Vendor Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

A. "Contractor" refers to Path of Life Ministries.

B. "Customer" refers to a shelter seeker.

C. "Critical incident" refers to any event that may jeopardize the safety of clients, staff or facilities. Examples include, but are not limited to, the following: physical altercation, fire, mandated reportable occurrence (e.g., child or adult abuse), etc.

D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.

E. "ECWSP" refers to the Emergency Cold Weather Shelter Program designed to provide emergency cold weather shelter bed-nights and services to the homeless.

F. "ECWSP period" is defined as the period from December 1, 2011 through April 15, 2012.

G. "ESG" refers to the Emergency Shelter Grant Program. ESG funds are used to help operate emergency shelters, to provide essential support services to residents, and to help prevent at-risk families or individuals from becoming homeless.

H. "HMIS" refers to the DPSS web-based HUD Homeless Management Information System connectivity. It is a computerized data collection system designed to capture customer-level information over time on the characteristics and service needs of men, women and children experiencing homelessness.

II. DPSS RESPONSIBILITIES

DPSS will:

A. Assign DPSS ECWSP personnel to be the liaison between the Contractor and DPSS.

B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits and inspections, evaluations, and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

A. Assign a liaison between the Contractor and DPSS.

B. Shelter

1. Provide emergency shelter for up to 72 homeless persons free of charge for up to ninety (90) days, consisting of a sixty- (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause. Customers seeking to re-enter the shelter who have used their ninety (90) days, starting December 1, 2011, shall not be served until all new customers have been served.

2. Make available for each customer blankets and towels for showering. Blankets 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. Mats will be cleaned on a daily basis. "Hot water" is defined as 120 degrees Fahrenheit.

3. 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.

4. Maintain the shelter in compliance with the City of Riverside's property maintenance requirements and the Conditional Use Permit. **Exhibit A**

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

C. Meals

1. Provide a morning and evening meal on site to all interested customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by Contractor for DPSS' review.

2. The morning meal should include, at a minimum, hot and cold beverages and cereal or pastry.

3. The evening meal should include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.

4. Adhere to State and local health and safety regulations on the preparation and handling of meals and maintenance of kitchen facilities.

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

E. Assist all interested customers with referral or access to services such as health care, social services, employment services, mainstream benefits programs, vocational services, legal assistance, etc.

F. Maintain case files on each customer that contain, at a minimum, detailed and legible case notes describing referrals made during the customer's stay at the shelter.

G. Maintain written records on site of the following for DPSS' review:

1. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.

2. Daily personal and property searches for every customer entering the shelter. This provision will also be included in the shelter's rules and guidelines.

H. Post shelter rules and guidelines in English and Spanish in a conspicuous place.

I. Maintain and post in a conspicuous place a customer grievance procedure.

J. 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.

K. Adequately staff the facility to administer the program. No less than two (2) staff members should be on any one work shift while customers are inside the shelter.

L. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data on a regular basis.

DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.

M. Ensure that employees using HMIS for client intake capture all required data fields, as set forth in the Housing and Homeless Coalition for Riverside County's HMIS Policies and Procedures Manual, which is located on the DPSS Homeless Programs Unit website (http://riversidehomeless.org/pdf/PolProc.pdf).

N. Coordinate with the City of Riverside Homeless Street Outreach Team in provision of shelter and case management and other supportive services to program participants.

O. 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).

P. Coordinate with public and private entities providing homeless support services.

Q. Coordinate with the Riverside Unified School District to facilitate children's access to education.

R. Coordinate with residents of the surrounding neighborhood to mitigate their concerns regarding the impact of the shelters on the neighborhood to the greatest extent possible.

S. Participate in a program-effectiveness study should one be conducted.

T. Participate regularly in the Continuum of Care meetings.

U. Prohibit entry into the shelter when there is a reasonable suspicion that the client is intoxicated and/or under the influence of an illicit substance

V. Notify DPSS Homeless Programs Unit, within a reasonable amount of time, of any critical incidents.

W. Complete the Pre-Intake Form, attached hereto as **Exhibit C** and incorporated herein by this reference) for each new client.

X. Notify DPSS, in writing, of 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.

Y. Complete and submit the ESG Direct Benefit Worksheet, attached hereto as **Exhibit D** and incorporated herein by this reference, to the DPSS Homeless Programs Unit, at the address provided below by the tenth (10th) calendar day of the month following the report month.

DPSS Homeless Programs Unit
Attn: Homeless Administrative Manager
4060 County Circle Drive

Riverside, CA 92503

Z. The Contractor shall register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing 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.

The Contractor may contact 2-1-1 by one of the following methods:

Telephone	(800) 464-1123 or (951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
U.S. Postal Service	P.O. 5376, Riverside, CA 92517-5376
E-mail	211info@vcrivco.org

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payments under this Agreement shall not exceed $196,500.

B. LINE ITEM BUDGET

The Contractor shall be paid in accordance with the line-item budget shown below:

EXPENSES	COSTS
Salaries	$ 117,848
Operations	$ 55,072
Administrative	$ 23,580
TOTAL	**$196,500**

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

1. The Contractor will be paid for all costs incurred beginning November 1, 2011. The monthly invoice must be accompanied by a detailed expense report and / or actual receipts, e.g., payroll records, etc. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the report or receipts are received by DPSS.

2. All claims must be submitted on a monthly basis no later than twenty (20) days after the end of each month in which the services were provided. All claims submitted in a timely manner and completed shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.

3. The Contractor shall submit the Contractor Payment Request DPSS Form 2076A (**Exhibit G**), and the DPSS Form 2076B (**Exhibit H**), following the instructions for completion on Instructions for Form 2076A and Form 2076B (**Exhibit I**). The Daily Sign-in Sheet (**Exhibit B**) must be attached to **Exhibit G**. **Exhibits G, H,** and **I** are attached hereto and incorporated herein by these references.

4. Each claiming period shall consist of a calendar month, except for the final period, which is April 1, 2012 through April 15, 2012.

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 a negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain actual receipts, auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

2. Any authorized representative of the County of Riverside, State of California, and the Federal government shall have access to any books, documents, papers, electronic data and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

F. SUPPLANTATION

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

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 from which payment can be made.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective November 1, 2011 through April 15, 2012. The option to renew is at DPSS' discretion and is contingent upon: (1) the satisfactory performance of the Contractor, as determined by DPSS; and (2) the successful negotiation of cost pass-through and service adjustments mutually agreeable to both parties. DPSS may, at its sole discretion, unilaterally desist and stop issuance of purchase orders to an approved source vendor without any further liability whatsoever to that source.

B. VALIDITY OF INFORMATION

Integrity of all data entered into the HMIS is the sole responsibility of the Contractor.

C. 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.

D. 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.

E. 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 Agreement.

F. RELIGIOUS PROHIBITION

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

G. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, or as hereafter amended to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

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

H. CONFIDENTIALITY

1. The Contractor shall ensure to the greatest extent possible that the confidentiality of all customers is maintained.

2. The Contractor shall ensure that the following procedures are implemented for all customers voluntarily participating in the Riverside County HMIS System, when available:

   a. All information that is exchanged between individuals and agencies is protected from unauthorized disclosure.

   b. Written permission for the release of information must be obtained prior to entering individual data into the system. The release of information shall be dated and expire one year from the date.

   c. Customers shall be notified that it is optional to participate in the system and that they have the right to have their records kept confidential.

3. The Contractor shall provide written instructions to all employees and staff regarding these confidentiality requirements.

I. 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, or as hereafter amended 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.

J. CHILD ABUSE REPORTING

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

K. ELDER AND DEPENDENT ADULT ABUSE REPORTING

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

L. NOTICES

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

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

CONTRACTOR:
Path of Life Ministries
Executive Director
4495 Magnolia Avenue
P.O. Box 1445
Riverside, CA 92502

All reports shall be addressed as follows: contractreporting@riversidedpss.org. If the Contractor does not have access to e-mailing, then the Contractor shall mail all reports to the physical address listed above.

All 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 Emergency Cold Weather Shelter Program 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, California 92503

M. 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's during the term of this Agreement.

1. Workers' Compensation:

If the 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. 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 Agreement 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 Agreement, 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 Agreement 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 Insureds.

4. General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A. M. BEST rating of not less than 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.

b. The CONTRACTOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured 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 Agreement with the County; or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. 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, or (2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to 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. *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.*

d. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

h. CONTRACTOR agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

N. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature

whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representative Indemnitors from this Agreement. Contractor shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, against 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 Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless Indemnitees from third party claims.

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

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.

P. SUBCONTRACT FOR SERVICES

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

Q. DISPUTES

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

R. DEBARMENT AND SUSPENSION

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

- Have not within a 3-year period preceding this Agreement 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;

- Are not presently indicted 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

- Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

S. 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 J** and incorporated herein by this reference. The Contractor will sign and date **Exhibit J** 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 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

3. Services, Benefits and Facilities

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

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

a. Denying a participant any service or benefit or availability of a facility.

b. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

c. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

4. Cultural Competency

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

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

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. 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.

V. GOVERNING LAW

This Agreement shall be 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.

W. 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 writing and formally approved and executed by both parties.

X. SANCTIONS

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

1. Afford the Contractor a time period within which to cure the breach, 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, reimbursement of which shall not be entitled to later recovery; 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, notice of which shall be effective when given.

Y. 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.

Z. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Request to modify fiscal provisions shall be submitted no later than January 1, 2012

AA. ENTIRE AGREEMENT

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

EXHIBIT A

City of Riverside Conditional Use Permit

Chapter 19.760

CONDITIONAL USE PERMIT

19.760.010 Purpose.
19.760.020 Procedures.
19.760.030 Applicability and Permit Requirement.
19.760.040 Required Findings.
19.760.045 Conditions of Approval/Guarantees.
19.760.050 Voting Approval Requirements.
19.760.060 Minor Modifications to Approved Conditional use Permits.
19.760.070 Review for Compliance and Revocation
19.760.080 Limited Term Approval.
19.760.090 Voiding of Conditional Use Permits.
19.760.100 Conditional use Permit Process in Flow Chart Form.

19.760.010 Purpose.

A. The City recognizes that certain uses, due to the nature of use, intensity, or size, require special review to determine if the use proposed, or the location of that use, is compatible with surrounding uses, or through the imposition of development and use conditions, can be made compatible with surrounding uses. The Conditional Use Permit is provided for this purpose.

B. To ensure compatibility with zoning regulations and surrounding properties, conditional uses require special consideration. The Planning Commission is empowered to grant and deny applications for Conditional Use Permits and to impose reasonable conditions upon the granting of such permit. (Ord. 6966 §1, 2007)

19.760.020 Procedures.

A. General Process

Conditional Use Permit (CUP) applications shall be processed in accordance with the discretionary permit processing provisions as set forth in Chapters 19.650 (Approving Authority), 19.660 (General Application Processing Procedures), 19.670 (Notices and Hearings) and 19.680 (Appeals), 19.690 (Effective Dates) and other applicable Chapters of the Zoning Code. (Ord. 6966 §1, 2007)

19.760.030 Applicability and Permit Requirement.

A. The Approving or Appeal Authority may grant a conditional use permit, in accordance with the procedures stated in this Article, for any of the uses specifically listed in the Zoning Code as permitted subject to the granting of a conditional use permit. Tables 19.150.020 A and B summarize those uses requiring a conditional use permit and the applicable base zones. (Ord. 6966 §1, 2007)

19.760.040 Required Findings.

The Planning Commission may grant a conditional use permit in whole or in part, and including appropriate conditions of approval if, from the evidence presented at the public hearing, the following written findings can be made:

A. The proposed use is substantially compatible with other existing and proposed uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics and environmental impacts;

B. The proposed use will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area; and

C. The proposed use will be consistent with the purposes of the Zoning Code and the application of any required development standards is in the furtherance of a compelling governmental interest and is the least restrictive means of furthering that compelling governmental interest. (Ord. 6966 §1, 2007)

19.760.045 Conditions of Approval/Guarantees.

A. In granting a conditional use permit, certain safeguards may be required and certain conditions established to protect the public health, safety, convenience and general welfare and to assure that the purposes of the Zoning Code shall be maintained with respect to the particular use on the particular site and in consideration of the location, use, building and traffic characteristics and environmental impact of the proposed use and of existing and potential uses within the general area in which such use is proposed to be located.

B. The conditions attached to conditional use permits may include such provisions concerning use, height, area, yards, open spaces, setbacks, parking, loading, signs, improvements, site design, operation characteristics, land use compatibility, general character, appearance, environmental impact, time limits for commencing the construction or use authorized, revocation dates, and other conditions the Planning Commission may deem appropriate and necessary to carry out the purposes of the Zoning Code and Chapter.

C. The Planning Commission may require bonds or other forms of guarantees for the Conditional Use Permit to ensure compliance with this Chapter and other applicable provisions of the Zoning Code, and to prevent adverse or detrimental impact to the surrounding neighborhood.

D. The conditions of approval must be kept on site and be made available for inspection on demand by a City representative.

E. Conditional Use Permits are approved for the uses of a particular property and may be transferred between one owner of the land to another. (Ord. 6966 §1, 2007)

19.760.050 Voting Approval Requirements.

A. The decision of Planning Commission to grant a conditional use permit shall require an affirmative vote of b of the membership present and voting. (Ord. 6966 §1, 2007)

19.760.060 Minor Modifications to Approved Conditional Use Permits.

Minor modifications to approved conditional use permits pursuant to Section 19.760.030 may be approved by the Zoning Administrator. (Ord. 6966 §1, 2007)

19.760.070 Review for Compliance and Revocation.

A. Compliance Investigation

The City may conduct an investigation to ensure that the permittee is maintaining the use as applied for, in compliance with all conditions, and has not converted or modified the use. Failure to operate in accordance with the conditions of the conditional use permit shall be the subject of an enforcement action and administrative civil penalties as provided for under Chapter 1.17 of the Riverside Municipal Code and/or grounds for setting the matter for public hearings to consider revocation of the permit. The election of administrative civil penalties shall in no way act as a waiver of the revocation of the permit. The City may also pursue any other option permitted by law to require compliance with the conditions of the permit.

B. Revocation of Conditional Use Permits

1. The Planning Commission may upon the direction of the City Council shall hold a public hearing to consider the revocation of a conditional use permit granted in accordance with the provisions of this Chapter and over which such Commission has jurisdiction.

2. Written notice of the date, time, place and purpose of such public hearing shall be served on the owner of the property for which the permit was granted by registered mail, postage prepaid, return receipt requested, not less than ten days prior to the date of such hearing. Additional notice shall be given in the manner prescribed in this Chapter governing notices of conditional uses permits. The public hearing and investigations shall be conducted and hearing records maintained in the manner prescribed in this Chapter.

3. A conditional use permit may be revoked if, from the facts presented at the public hearing or by investigation, the Planning Commission finds any one or more of the following grounds:

   a. That the permit approval was obtained by fraud;

   b. That the permit granted is being or has been exercised contrary to the conditions of such permit or in violation of any applicable licenses, permits, regulations, laws, or ordinances; and

   c. That the use for which the permit approval was granted is being or has been exercised as to be detrimental to the public health or safety or so as to constitute a nuisance.

4. Each decision by the Planning Commission to revoke a conditional use permit shall be by a formal and numbered resolution adopted by the affirmative votes of at least b of the membership of the Planning Commission, such membership being based upon membership present and voting. The Planning Commission shall make its findings, announce its decision and mail a notice of its decision to the owner of the property involved in the manner prescribed in this Chapter. Any person aggrieved or affected by a decision of the Planning Commission in approving or disapproving a revocation of a conditional use permit may appeal to the City Council in the manner prescribed in this Chapter. The City Council may,

after a public hearing has been held in the manner prescribed in this Section, affirm, reverse or modify the decision of the Planning Commission. (Ord. 6966 §1, 2007)

19.760.080 Limited Term Approval.

If the Planning Commission determines based upon written findings that it is necessary to protect the public health, safety or general welfare, the Planning Commission may limit the term of the permit. (Ord. 6966 §1, 2007)

19.760.090 Voiding of Conditional Use Permits.

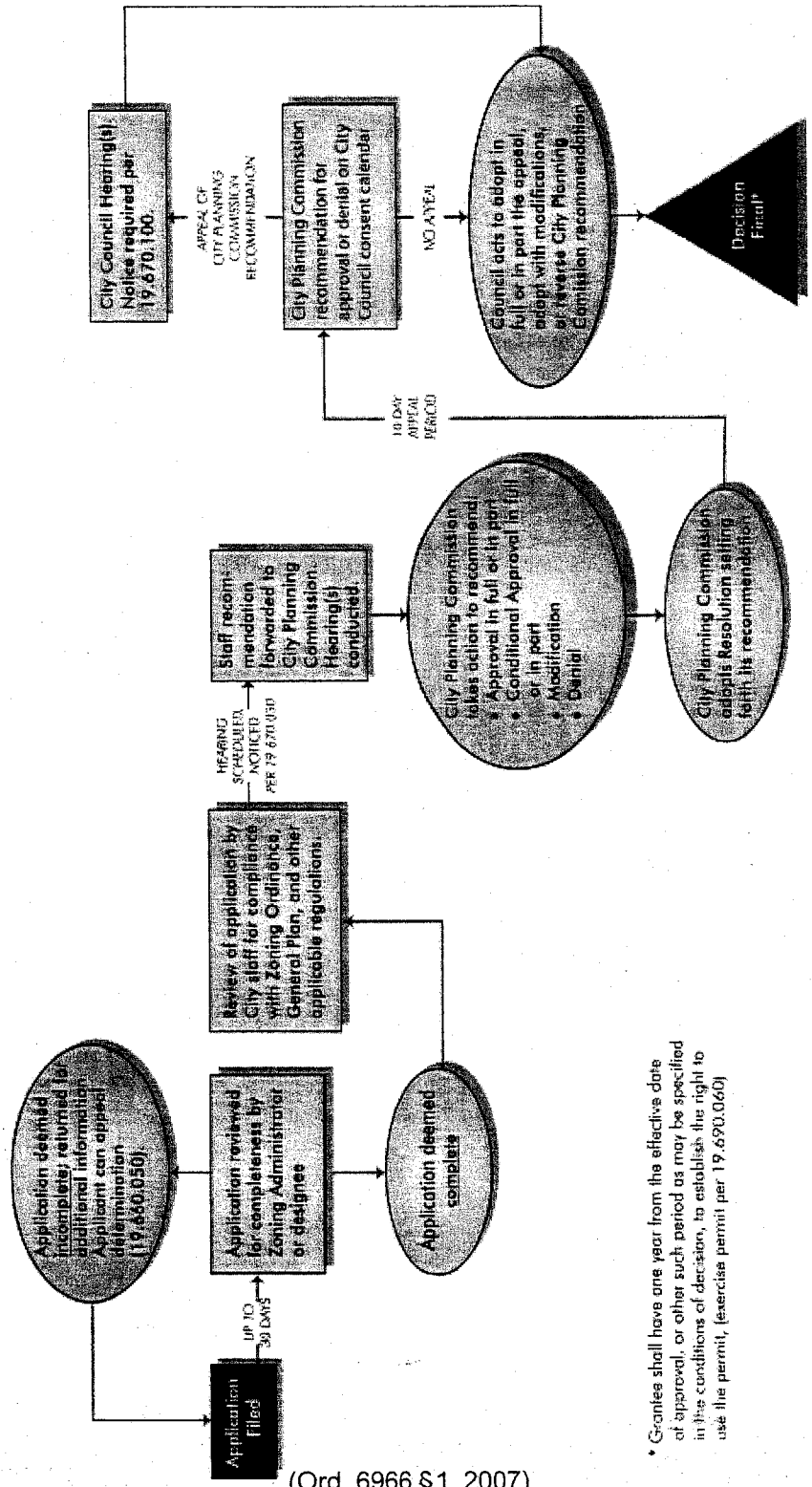
A. Any conditional use permit granted by the Planning Commission or by the City Council on appeal shall become null and void if:

1. The construction or use authorized by such permit is not commenced within the time limit specified in such permit, and such construction is not pursued diligently to completion; provided, however, that the Planning Commission may extend the time limit if a written application showing good cause for such time extension is submitted to the Planning Division prior to the expiration of the time limit; or

2. The use for which the permit was granted has ceased to exist or has been suspended for 90 days or more, except that permits for uses which involve the on or off-sale of alcoholic beverages shall be subject to the provisions of Section 19.080.100 (Loss of Nonconforming Status for Alcoholic Beverage Sales); or

3. The owner or owners authorized representative of the property for which the permit was granted requests in writing that the permit be voided and the Planning Commission having jurisdiction approved such request. (Ord. 6966 §1, 2007)

19.760.100 Conditional Use Permit Process in Flow Chart Form.



* Grantee shall have one year from the effective date of approval, or other such period as may be specified in the conditions of decision, to establish the right to use the permit, (exercise permit per 19.690.060)

(Ord. 6966 §1, 2007)

Riverside County Department of Public Social Services

Emergency Cold Weather Shelter Program

SHELTER: **Date:**

The information contained herein is important to the continued funding of this program. It is an important source of information about the homeless. Please help us by obtaining complete information. **THIS FORM** or a **COPY** must be turned in with your request for reimbursement of this program expenses.

PLEASE CIRCLE THE RESPONSES ON THIS FORM.

	Name (First, Last) Print and Sign Name	Sign Name	Is this your first night in the shelter from Oct. 28 to Mar. 15?	GENDER: MALE	GENDER: FEMALE	Female Head of Household (check box)	Child Under 18 (check box)	Date of Birth or Age Range	MARITAL STATUS: MARRIED	DIVORCED	SINGLE	SEPARATED	WIDOWED	RACE/ETHNICITY (Use code)	City of Previous Residence	Previous Residence Unknown / Client Declines to Disclose	Social Security Number Last 4 Digits	SENIOR CITIZEN	DISABLED	VETERAN	EMPLOYED	PROBATION	PAROLE	SUBSTANCE ABUSE	DOMESTIC VIOLENCE	CHRONIC ILLNESS	MENTAL ILLNESS
	Joe Sample	Joe Sample	Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
1			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
2			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
3			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
4			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
5			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
6			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
7			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
8			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
9			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
10			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
11			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
12			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
13			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
14			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
15			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
17			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
18			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
19			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
20			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
21			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
22			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
23			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
24			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
25			Y N	M	F				M	D	S	SP	W					Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

RACE/ETHNICITY CODES

CODE	DESCRIPTION
1	White
2	Black/African-American
3	Asian
4	Native American/Alaska Native
5	Native Hawaiian/Other Pacific Islander
6	Native American & White
7	Asian & White
8	Black/African-American & White
9	Native American & Black/African-American
10	Hispanic/White
11	Hispanic/Black/African-American
12	Hispanic/Asian
13	Hispanic/Native American
14	Hispanic/Pacific Islander
15	Hispanic/Native American & White
16	Hispanic/Asian & White
17	Hispanic/Black/African-American & White
18	Hispanic/Native American & Black/African-American

EXHIBIT C

PATH OF LIFE MINISTRIES (ECWS)
INFORMED CONSENT AND
RELEASE OF INFORMATION FORM

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

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

I authorize (Agency) _____,
as a Network member, to share my basic identifying information and non-confidential service information with other Network member organizations. I authorize that a copy of this original will serve as an original for the purposed stated above.

_____ _____
Client's Authorizing Signature Date (d/m/y)

_____
Client's Printed Name

Based on the above information, I authorize basic identifying information and non-confidential service transactions on my dependent(s) to be shared with the Network.

_____ _____
Legal Guardian's Authorizing Signature Date (d/m/y)

_____
Legal Guardian's Printed Name

Original to be kept in client file

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

Name	DOB	Name	DOB
Name	DOB	Name	DOB

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

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

Description of Informed Decision:

_____ Verbal Explanation
_____ Interpreter
_____ Written

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

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

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

Original to be kept in client file

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)

Original to be kept in client file

Exhibit D

ESG Direct Benefit Worksheet

FILE NO.: _____

ESG ACTIVITY: _____

The numbers for the following questions should be based on the annual number of persons served. **(UNDUPLICATED)**

2009 _____ to 2010 _____	31-Jul	31-Aug	30-Sep	30-Oct	30-Nov	31-Dec	31-Jan	28-Feb	31-Mar	30-Apr	31-May	30-Jun	TOTAL
RESIDENTIAL SERVICES - UNDUPLICATED Number of clients served monthly:													Actual (Unduplicated) No. Clients Served: Residential
Adults (**Actual** numbers)													
Children (**Actual** numbers)													
NON-RESIDENTIAL SERVICES - UNDUPLICATED	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	Actual No. Clients Served: Non-residential
Actual number of clients served monthly:													

Total Residential

B.

Total Residential **PLUS** Total Non Residential

ACTUAL NUMBER OF: (UNDUPLICATED)	No.		No.		No.		No.		No.		No.		No.		No.		No.		No.		No.		No.		TOTAL per column	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Unaccompanied clients																									0	0
18 and over																									0	0
17 and under																										
Families with children *headed by*:																										
Single 18 and over																									0	0
Single 17 and younger																									0	0
Two parents																										
18 and over																									0	
17 and under																									0	
Family (2 adults) with no children																									0	

Unduplicated

ETHNICITY - Record on page 3

Actual Number Served in a month ("ONLY" this category can be duplicated numbers)	No.		No.
Chronically Homeless		Veterans	
Severely Mentally ill		Persons with HIV/AIDS	
Chronic Substance Abuse		Victims of Domestic Violence	
Other Disability		Elderly	

Program Manager Notes (Internal use ONLY):

Sheet 2
Rev. 07/07

Exhibit D

ESG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served qualify at L/M income level

GRANT ALLOCATION

ETHNICITY

File No.:_____ Grant Yr:_____
File No.:_____ Grant Yr:_____

Record ONLY the **UNDUPLICATED** number served.

Categories	IDIS	Jul-09	Aug	Sept	Oct	Nov	Dec	Jan-10	Feb	Mar	Apr	May	June	Total	Grand Total
Single race category															
a) White	11														
b) Black/African Amer.	12														
c) Asian	13														
d) Amer. Indian/Alaskan Native	14														
e) Native Hawaiian/Other Pacific Islander	15														
Multi-race category															
f) Amer. Indian/Alaskan Native & White	16														
g) Asian & White	17														
h) Black/African Amer. & White	18														
i) Amer. Indian/Alaskan Native & Black/African Amer.	19														
j) Hispanic/White															
k) Hispanic/Black/African American															
l) Hispanic/Asian															
m) Hispanic/American Indian/Alaskan Native															
n) Hispanic/Native Hawaiian/Other Pacific Islander															
o) Hispanic/American Indian/Alaskan Native & White															
p) Hispanic/Asian & White															
q) Hispanic/Black/African American & White															
r) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer.															
s) Other (multi-race only)	20														
														Total Number Ethnicity Served	

C.

Instructions: Do not write in gray areas.
When choosing a category, choose ONLY one category that best identifies a specific client being served.
Attach a second sheet to report your monthly and projected accomplishments.

Please do not add additional categories. Thank you

Sheet 3
Rev. 07/07

Exhibit D

Clients:	Residential			Unaccompanied				One parent with children Headed By:				Two Parents:										
	Adult	Child	Non-Residential	M 18+	F 18+	M 17-	F 17-	M Single 18+	F Single 18+	M Single 17-	F Single 17-	18+	17-	Family (2 adults) no children	Hmls	M.ill	Sub Abuse	Other Disab.	Vet	HIV/Aids	Dom Viol	Elderly
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						
11																						
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26																						
27																						
28																						
29																						
30																						
31																						
32																						
33																						
34																						
35																						
Totals	0	0	0	0			0	0			0	0	0	0	0	0	0	0	0	0	0	0

Exhibit D

	a) White	b) Black/ African Amer.	c) Asian	d) Amer. Indian/ Alaskan Native	e) Native Hawaiian/ Other Pacific Islander	f) Amer. Indian/ Alaskan Native & White	g) Asian & White	h) Black/African Amer. & White	i) Amer. Indian/ Alaskan Native & Black/ African Amer.	j) Hispanic/ White	k) Hispanic/ Black/ African American	l) Hispanic/ Asian	m) Hispanic/ American Indian/Alaskan Native	n) Hispanic/ Native Hawaiian/ Other Pacific Islander	o) Hispanic/ American Indian/Alaskan Native & White	p) Hispanic/ Asian & White	q) Hispanic/Black/ African American & White	r) Hispanic/ Amer. Indian/Alaskan Native & Black/ African Amer.	s) Other (multi-race only)
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
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26																			
27																			
28																			
29																			
30																			
31																			
32																			
33																			
34																			
35																			
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Grand Total: 0

Exhibit E

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/ other names: _____

Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: ❑ Yes ❑ No

Handicap accessible? ❑ Yes ❑ No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Main Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Legal Status

❑ Private, non-profit ❑ Public-County ❑ Public-State ❑ Public-Federal

❑ Faith Based ❑ For Profit ❑ Other_____

Tax Classification:

Year of Incorporation: _____

Office Days and Hours: _____

Eligibility/ Target Population:

Agency Description: _____

_____

_____

Languages spoken other than English: _____

Exhibit F

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 abbreviations/ other names: _____

Program Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: ❑ Yes ❑ No
Handicap accessible? ❑ Yes ❑ No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Program Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Program Days and Hours: _____

Program Description: _____

_____

_____

_____

_____

_____

_____

_____

Eligibility/Target Population: _____

_____

_____

Exhibit F

Intake/Application Procedure:

- ❑ Phone
- ❑ Appointment required
- ❑ Walk-in
- ❑ Referral needed
- ❑ Mail
- ❑ Other _____

Documents Required: _____

Areas Served: (Please indicate specific areas program services)

Regions

- ❑ All Riverside County
- ❑ West County
- ❑ Central County
- ❑ Southwest County
- ❑ East County
- ❑ Coachella Valley
- ❑ Other

Cities: _____

Zip Codes: _____

Fees:

- ❑ No Cost
- ❑ Low Cost
- ❑ Sliding Fee
- ❑ Donation
- ❑ Vary
- ❑ Other _____

Method of Payment

- ❑ Medi-Cal
- ❑ Cash
- ❑ Credit Cards
- ❑ Personal Check

Languages spoken other than English: _____

Personnel

Program Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Any additional Information you would like us to be aware of?

_____

_____

_____

_____

Submitted by: _____

Phone: _____

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

CONTRACTOR PAYMENT REQUES
DPSS 2076A (Rev: APRIL, 2003)

EXHIBIT G

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

FROM: _____
Remit to Name
_____
Address
_____
City State Zip Code
_____
Contractor Name
_____
Contract Number

Total amount requested _____ for the period of _____ 20 ____.

Select Payment Type(s) Below

☐ **Advance Payment** $ _____
(If allowed by Contract/MOU)

☐ **Actual Payment** $ _____
(Same amount as 2076B if required)

☐ **Unit of Service Payment** $ _____

_____ (# of Units) x ($) _____
_____ (# of Units) x ($) _____
_____ (# of Units) x ($) _____
_____ (# of Units) x ($) _____
_____ (# of Units) x ($) _____

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

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

_____
Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Purchase Order # (10) _____
Invoice # _____

Account (6) _____
Amount Authorized _____
Comments if amount authorized is different from amount requested _____

Fund (5) _____

Dept ID (10) _____

Program (5) _____
Program (If applicable) _____ Date

Class (10) _____
Management Reporting Unit _____ Date

Project/Grant (15) _____
Contracts Administration Unit _____ Date

Vendor Code (10) _____
General Accounting Section _____ Date

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (DPSS 2076B)	EXHIBIT H
CONTRACTOR:	
ACTUAL EXPENDITURES FOR **(MM/YYYY)**	
CONTRACT #	

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
		BILLABLE AMOUNT		
List each line item as outlined in contract budget.				
TOTAL BUDGET/EXPENSES				

IN-KIND/CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for DPSS 2076A

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

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

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

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

"Contract Number"
Can be found on the first page of your contract.

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

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

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

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

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for DPSS 2076B

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

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

DPSS 2076B
CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind DPSS 2076A.
Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.

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

"Actual Expenditures For"
The billing period you are requesting payment for.

"Contract Number"
Can be found on the first page of your contract.

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

"Current Expenditures"
Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"
Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"
Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"
If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank.
The same documentation is required for match as for actual reimbursable costs.

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

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

EXHIBIT J

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

_____
NAME OF VENDOR/RECIPIENT

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

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

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

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

_____ _____
Date Director's Signature

_____

_____
Address of Vendor/Recipient

Path of Life Ministries – Pre 1 | Form | CWS & Yr-Round | ncy – Hulen & Family Shelter

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

Estimated Date of Stay: _____ ☐ Family Shelter

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

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

Address prior to seeking shelter:	City	Zip	How long did you live here?

Last Permanent Address **If Different from Above:**

Street	City	Zip	How long did you live here?

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

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

Ethnicity: Hispanic/Latino Other

Where did you sleep last night?

o Apartment/Room	o Street	o Temporary Shelter	o Motel	o SRO	o Car	o Family/Friends	o Other
How Long _____	**How Long** _____	**How Long** _____	**How Long** _____	**How Long** ___	**How Long** ____	**How Long** _____	**How Long** ____

Family

Marital Status:	o Married	o Single	o Separated	o Divorced	o Widow
	For How Long _____	**For How Long** _____	**For How Long** _____	**For How Long** _____	**For How Long** _____

Complete for each member of family:

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

Miscellaneous

Do you speak fluent English? Yes ____ No ____
If No, What language do you normally speak at home?

Please Indicate your Highest Grade Level: 9 10 11 12
GED Trade School Some College College Grad Grad School

Check all that Apply

o Chronic Illness	o Senior Citizen	o Employed	o Substance Abuse	o Parolee	o Probation
o Mental Illness	o Men. Disabled	o Pregnant Due:	o Domestic Violence	o Phys. Disabled	o Veteran

Income
TOTAL: $

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

What can we do for you?	

I hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

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

Client Signature _____ **Date**

Interviewer Signature _____ **Date**

Universal Data Elements Data Entry Form

Enrollment Entry Date

		/			/				

month day year

Enrollment Exit Date

		/			/				

month day year

Current Name (first, middle, last name, suffix)
Q: What is your first, middle, and last name, and suffix (legal names only, avoid aliases or nicknames)

																	Don't Know	N/A	Refused
First name																	☐	☐	☐
Middle name																	☐	☐	☐
Last name																	☐	☐	☐
Suffix																	☐	☐	☐

Social Security Number
Q: What is your Social Security Number?

			-			-				

Don't know	☐
Refused	☐

Date of Birth
Q: What is your birth date?

		/			/				

month day year
(If complete birth date is not know: What is your age?)

Age

Ethnicity/Race
Q: Are you Hispanic or Latino? (of Cuban, Mexican, Puerto Rica, South or Central American or other Spanish culture of origin)

Non-Hispanic/Latino	☐
Hispanic/Latino	☐
Don't know	☐
Refused	☐

Q: What is your race (you may name more than one race)

American Indian or Alaskan Native (origins in any of the original peoples in North, Central, and South America, and who maintains tribal affiliation or community attachment)	☐
Asian (origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent)	☐
Black or African American (origins in any of the black racial groups of Africa)	☐
Native Hawaiian or Other Pacific Islander (origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands)	☐
White (origins in any of the original peoples of Europe, the Middle East, or North Africa)	☐
Don't know	☐
Refused	☐

Gender

Q. Are you male of female?

Male	☐
Female	☐
Transgender	☐
Other	
Don't know	☐
Refused	☐

Veteran Status

Q: Have you ever served on active duty in the Armed Forces of the United States?

No	☐
Yes	☐
Don't know	☐
Refused	☐

Disabling Condition

Q: Do you have a physical, mental, emotional or developmental disability, HIV/AIDS, or a diagnosable substance abuse problem that is expected to be of a long duration and substantially limits your ability to live on your own?
S: If client is not sure, you may want to add: Have you ever been diagnosed with a physical, mental, emotional or developmental disability, HIV/AIDS, or a diagnosable substance abuse problem?

No	☐
Yes	☐
Don't know	☐
Refused	☐

Residence Prior to Program Entry

Q: Where did you stay last night?

Emergency shelter (including a youth shelter, hotel, motel, campground paid with emergency shelter voucher	☐
Transitional housing for homeless persons (including homeless youth)	☐
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	☐
Room, apartment, or house that your rent	☐
Apartment or house that you own	☐
Staying or living in a family member's room, apartment, or house	☐
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	☐
Places not meant for habitation e.g., (vehicles, abandoned building, bus/train/subway station/airport, or anywhere else outside	☐
Other (Describe)	☐
Don't know	☐
Refused	☐

Q: How long did you stay at that place?

1 week or less	☐
More than 1 week, but less than 1 month	☐
1 to 3 months	☐

More than 3 months but less than 1 year	☐
1 year or longer	☐

Zip Code of Last Permanent Address

Q: What is the zip code of the apartment, room, or house where you last lived for 90 days or more?

Zip code					
Don't know	☐				
Refused	☐				

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

City:																		
State:																		

Household Information

If it is not evident that others are applying for or receiving assistance with the client, then you may want to ask:

Q: Are there other family members who are applying for (or receiving) assistance with you? If yes, what (is) are their first, middle initial, and last name(s)? (legal names only, avoid aliases or nicknames)

_____

_____

Q: Do you have any children under 18 years of age with you? If yes, what is (are) their first, middle initial, and last name(s)? _____

Please fill out a separate form for each family member and clip together

Client Bed Check-In

Client Bed-entry Date: ___/___/_____

Facility Client will be housed in:_____

Room Client will be housed in:_____

Bed Client will be assigned:_____

Subpopulation

Chronically Homeless (According to Federal Definition)	☐
Severely Mentally Ill	☐
Chronic Substance Abuse	☐
Veteran	☐
Person with HIV / AIDS	☐
Victim of Domestic Violence	☐
Unaccompanied Youth (Under 18)	☐
Other	☐

Services Provided

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)	☐
Don't know	☐
Refused	☐

Destination (At Exit)
Q: Where will the client be staying after they leave the program?

Emergency Shelter	☐
Transitional housing for homeless persons (including homeless youth)	☐
Permanent supportive housing for formerly homeless persons	☐
Psychiatric hospital or other psychiatric facility	☐
Substance abuse treatment facility or detox center	☐
Hospital (non-psychiatric)	☐
Jail, prison or juvenile detention facility	☐
Room, apartment or house that you rent	☐
Apartment or house that you own	☐
Staying or living in a family member's 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	☐
Safe Haven	☐
Deceased	☐
Other (Describe)	☐
Don't know	☐
Refused	☐

EXHIBIT I

Sample of Monthly Report of HMIS Data Fields

Data Format and Requirements for Path of Life Ministries (Emergency Cold Weather Shelter)

	a			b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r
Sample Data:	*First Name*	*Middle Initial*	*Last Name*	*DOB*	*SSN (Optional)*	*Ethnicity*	*Race*	*Gender*	*Veteran Status*	*Disabling Condition*	*Residence Prior to Program Entry*	*Length of stay at Residence Prior to Program Entry*	*Zipcode of Last Permanent Address*	*Sub-Population*	*Enrollment Entry Date*	*Household Information*	*Bed Check-In*	*Enrollment Exit Date*	*Services Provided*	*Destination*
	John	A	Smith	10/24/1945	111-22-3333	Non-Hispanic / Non-Latino	white	Male	No	No	Place not meant for habitation	See Exhibit H (pg. 2)	92503	See Exhibit H (pg. 3)	12/10/2009	See Exhibit H (pg. 3)	See Exhibit H (pg. 3)	12/31/2009	See Exhibit H (pg. 3)	See Exhibit H (pg. 4)

a - Name: Three separate and distinguishable fields will be used for (1) First Name (2) Middle Initial (3) Last Name. No special characters.
b - SSN:Provided in 999-99-9999 format
c - DOB: Date of Birth in mm/dd/yyyy format
d - Ethnicity: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
e - Race: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
f - Gender: Male / Female / Transgender / Unknown / Refused
g - Veteran Status: Yes / No
h - Disabling Condition: Yes / No
i - 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 acceptable values
j - Lenth 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.
k - Zipcode of Last Permanent Address: Numeric values only. If unknown, leave blank.
l - Sub-Population: Sub-Population is found in the clientintake process under "New Client-Universla Data ONLY" functionin the Clients Tab.
m - Enrollment Entry Data in mm/dd/yyyy format 'Enrollment Entry Date' is found in the 'Enrollments' function under the Clients Tab below the 'Case Management Options' group.
n - 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.
o - Bed Check-in: Bed check-in/out dates and Bed Assignment are found under the 'Housing Tab'.
p - 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
q - Services Provided: Services is found under the Client Tab under the 'Case Management Options' grouping. Each service the clinet receives should be added along with the start and end dates for each. For service that span more than one day, the user will edit the service and put in the appropriate date the service ended.
r - 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.