



**AMENDMENT NO. 1
TO
CONTRACT MA-017-23010185
FOR
EMERGENCY SHELTER OPERATIONS AND SERVICES FOR
INDIVIDUALS IN THE NORTH SERVICES PLANNING AREA**

This Amendment to Contract MA-017-23010185 for Emergency Shelter Operations and Services for Individuals in the North Services Planning Area is made and entered into upon execution of all necessary signatures between Mercy House Living Centers, a California nonprofit corporation (“Contractor”), and the County of Orange, a political subdivision of the State of California (“County”). Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Contractor and County, executed Contract MA-017-23010185 for Emergency Shelter Operations and Services for Individuals in the North Services Planning Area, effective October 15, 2022, through June 30, 2024, in an amount not to exceed \$300,000 (Contract); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for one additional year in the amount of \$150,000, for a new Contract not to exceed amount of \$450,000, effective July 1, 2024, through June 30, 2025, amend the Table of Contents, amend the Referenced Contract Provisions, add Federal Contract Provisions, amend the Terms and Conditions of the Contract, amend Attachment A to replace Section II. Budget Table, revise Section III. Payments, revise Section V. Services, replace Section VI. Staffing Table, and add Attachment B and Exhibit 1 to the Contract; and

NOW, THEREFORE, Contractor and County agree to amend the Contract as follows:

- A. Table of Contents shall be amended and hereby replaced in its entirety as follows:

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County of Orange, Standards of Care for Emergency Shelter Providers 1-24

EXHIBIT 1

Homeless Service System Pillars Attestation 1-2

B. Referenced Contract Provisions shall be amended and hereby replaced in its entirety as

follows:

REFERENCED CONTRACT PROVISIONS

Term: October 15, 2022, through June 30, 2025

Period One: October 15, 2022, through June 30, 2023

Period Two: July 1, 2023, through June 30, 2024

Period Three: July 1, 2024, through June 30, 2025

Maximum Obligation: \$450,000

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

Contractor's DUNS Number: 87-979-7165

Contractor's Tax ID Number: 33-0315864

Notices to County and Contractor:

County: County of Orange/CEO
County Procurement Office
400 West Civic Center, 5th floor
Santa Ana, CA 92701
CEOcarecoordination@ocgov.com

Contractor: Mercy House Living Centers
P.O. Box 1905
Santa Ana, CA 92702
Attn: Patti Long
pattil@mercyhouse.net

C. Federal Contract Provisions shall be added as follows:

FEDERAL CONTRACT PROVISIONS

1. **Contractor's UEI Number:** DVJ5XQ7BMQ88
2. **Federal Award Identification Number (FAIN):** E-23-DC-06-0001
3. **Federal Award Date:** August 18, 2023

4. **Amount of Federal Funds Obligated by this Action:** \$44,554.38
5. **Total amount of Federal Funds Obligated including this Action:** \$610,401
6. **Total amount of Federal Award committed to subrecipient:** \$89,108.76
7. **Federal award project description, as required to be response to the Federal Funding Accountability and Transparency Act (FFATA):** Emergency Solutions Grant (State ESG)
8. **Name of Federal awarding agency, pass-through entity, and contact information forwarding official of pass-through entity:** U.S. Department of Housing and Urban Development (HUD) and State of California Department of Housing and Community Development (HCD)
9. **Assistance Listings number and Title:** 14.231 Emergency Solutions Grants Program/ CARES Act
10. **Identification of whether the award is R&D:** Not applicable. This was not a Research & Development Contract
11. **Indirect cost rate for the Federal award (including if the de minimis rate is charged) – 10% at Contract Award**
12. **Federal program requirements:** ESG (24 CFR Part 576) such as Duplication of Benefits (Notices and Waivers)
13. **Federal cross-cutting requirements:** Uniform Administrative Requirements (2 CFR Part 200), Labor Standards, Economic Opportunities – Section 3 (24 CFR Part 75)
14. **Pass-through entity requirements:**
 - Contract, Paragraph 6. Cost Report.
 - Contract, Paragraph 16. Inspection and Audits.
 - Attachment A of Contract, Section IV. Reports:
 - Paragraph B.1., Monthly Expenditure & Revenue (E&R) Reports
 - Paragraph B.2., Monthly Year-End Projection Reports
 - Paragraph C. Monthly Staffing Reports
 - Paragraph D. Programmatic Reports
 - Paragraph E. Additional Reports as reasonably requested by Administrator
 - Paragraph F. Special Incident Reports

15. **Period of Retention** – All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- A. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
 - B. Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - C. Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.

Additional Contract References: Contract, Paragraph 25. Records Management and Maintenance

16. **Access to Records:**

- A. **Federal Government rights.** Notwithstanding the confidentiality procedures established under [paragraph \(x\)](#) of this section, the recipient and its subrecipients must comply with the requirements for access to records in [2 CFR 200.336](#).
- B. **Public rights.** The recipient must provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding 5 years.

Additional Contract References: Contract, Paragraph 16. Inspection and Audits.
Contract, Paragraph 25. Records Management and Maintenance

17. **Closeout Terms and Conditions:**

Contract, Paragraph, 6. Cost Report
Contract, Paragraph, 11. Equipment

Contract, Paragraph 16. Inspections and Audits
 Contract, Paragraph, 25. Records Management and Maintenance
 Contract, Attachment A., Sections III. Payments and IV. Reports.

The Contractor's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over ESG funds, including program income.

- D. Paragraph 17. Licenses and Laws of the Contract shall be amended and replaced in its entirety as follows:

17. COMPLIANCE WITH LAWS, FUNDING REQUIREMENTS AND LICENSES

- A. Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws and funding requirements applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph 14 above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- B. Funds provided under this Contract must be used solely for the purposes identified in in this Contract. In accordance with Paragraph 14 above, Contractor agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines Contractor used in violation of this Contract. Contractor shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines the Contractor has used in a manner that is inconsistent with this Contract or as a result of noncompliance with any applicable regulations or funding requirements. The provisions of this paragraph shall survive termination of this Contract.

- C. Contractor, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, County, and all other applicable governmental agencies.
- D. Enforcement Of Child Support Obligations
 - 1. Contractor certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.
 - 2. Contractor agrees to furnish to Administrator within thirty (30) calendar days of the award of this Contract:
 - a) In the case of an individual Contractor, his/her name, date of birth, social security number, and residence address;
 - b) In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
 - 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.
- E. Paragraph 20. Minimum Wage Laws, Subparagraph A. of the Contract shall be amended and replaced in its entirety as follows:

20. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, Contractor shall pay no less than the greater of the federal or California Minimum Wage to all of its officers, agents, employees, affiliates and subcontractors (“Covered Individuals”) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. Contractor shall require and verify that all of its Covered Individuals

providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

- F. Paragraph 21. Nondiscrimination, Subparagraph A.1. of the Contract shall be amended and replaced in its entirety as follows:

21. NONDISCRIMINATION

A. Employment

1. During the term of this Contract, Contractor and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, Contractor and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- G. Paragraph 25. Records Management and Maintenance, shall be amended and replaced in its entirety to incorporate Subparagraph F. as follows:

25. RECORDS MANAGEMENT AND MAINTENANCE

- A. Contractor, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records appropriate to the services provided and in accordance with this Contract and all applicable requirements.
 1. Contractor shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- B. Contractor shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. Contractor shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or

state regulations and/or County policies.

- C. Contractor's participant, client, and/or patient records shall be maintained in a secure manner. Contractor shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
- D. Contractor shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- E. Contractor shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.
- F. For ESG Funding - Contractor shall retain all records pertaining to each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served.
- G. Contractor shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If Contractor is unable to meet the record location criteria above, Administrator may provide written approval to Contractor to maintain records in a single location, identified by Contractor.
- H. Contractor shall notify Administrator of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. Contractor shall provide Administrator all information that is requested by the PRA request.
- I. Contractor may retain client, and/or patient documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, Contractor shall, in the event of an audit or site visit:
 - 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
 - 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
 - 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
- J. Contractor shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. Contractor shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by Contractor, notify federal and/or state

authorities as required by law or regulation, and copy Administrator on such notifications.

- K. Contractor may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. Contractor shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

H. Paragraph 27. Revenue shall be deleted from the contract in its entirety as follows:

27. INTENTIONALLY OMITTED

I. Paragraph 36. Drug-Free Workplace shall be added in its entirety as follows:

36. DRUG-FREE WORKPLACE

- A. The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- B. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.

- J. Attachment A, Section II. Budget Table shall be amended and replaced in its entirety as follows:

CONTRACT PERIOD	Period 1: October 15, 2022, to June 30, 2023	Period 2: July 1, 2023, to June 30, 2024	Period 3: July 1, 2024, to June 30, 2025
ADMINISTRATION COSTS			
Salaries	\$0	\$0	\$0
Benefits	\$0	\$0	\$0
Services & Supplies	\$150,000	\$150,000	\$0
SUBTOTAL ADMINISTRATIVE COSTS	\$150,000	\$150,000	\$0
PROGRAM COSTS			
Services & Supplies			\$150,000
SUBTOTAL PROGRAM COSTS	\$0	\$0	\$150,000
TOTAL GROSS COSTS	\$150,000	\$150,000	\$150,000
TOTAL MAXIMUM OBLIGATION	\$150,000	\$150,000	\$150,000

- K. Attachment A, Section III. Payments, shall be amended and replaced in its entirety as follows:

III. PAYMENTS

A. County shall pay Contractor monthly, in arrears, at the provisional amount of \$13,953.49. Upon execution of Amendment No.1 to the Contract, the provisional amount of \$12,500, for one month of services may be invoiced by Contractor and paid by the County at the beginning Contract Period 3. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoices, Contractor shall submit an Expenditure

and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.

3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.

B. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.

E. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.

F. Contractor will have sixty (60) days following the end of each Contract Period to submit outstanding invoices for reimbursement of eligible costs incurred during that Contract Period. After the sixty (60) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

G. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.

L. Attachment A, Section V. Services shall be amended and replaced in its entirety as follows:

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The Emergency Shelter Operations and Service Programs that support persons experiencing homelessness countywide access available emergency shelter programs focusing on shelter stabilization and robust supportive services that assist Participants in obtaining permanent housing and increased income.

b. The purpose of this Contract is for Contractor to provide Emergency Shelter Operations and Services for Individuals experiencing homelessness in the North Service Planning Area (SPA) of Orange County. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with federal and/or state funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing state funds, including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), and HSC § 50221(a)(1-4) and/or in accordance with 25 CCR Section 8403 and ESG federal and state requirements.

c. Contractor shall adhere to all applicable regulations associated with federal and/or state funding sources, including but not limited to Emergency Solutions Grants (ESG) and Homeless Housing Assistance and Prevention Grant Program (HHAP). Contractor shall ensure all program policies and procedures are in compliance with required federal and/or state regulations.

2. Program Description Summary

a. The Emergency Shelter Operations and Services for Individuals experiencing homelessness in the North SPA will provide access to facilities that provide safe, temporary shelter services for the homeless population with a focus on ensuring a household's experience of homelessness is as brief as possible. Therefore, the emergency shelter program should be housing-focused with case management services targeted to helping Participants transition to permanent housing options as quickly as possible.

b. Emergency shelters should be designed to be low barrier by having minimal eligibility criteria required at program entry. Emergency shelters should be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and

providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability. The Program is to be implemented in a manner that increases equitable service access across Orange County, regardless of where a person is experiencing homelessness.

c. The Emergency Shelter Operations and Services for Individuals shall include the following services at minimum:

i. Receive referrals from the Bed Reservation System within the Coordinated Entry System (CES).

ii. Intake and assessment to engage and enroll persons referred by CES who would benefit from an emergency shelter intervention to overcome their homelessness, understanding the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.

iii. Provision of essential services at the Program must include a safe sleeping location and amenities to meet basic personal needs.

iv. Housing-focused case management to support Participants with locating housing options that meet the participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the Individualized Housing and Service Plan.

v. Housing navigation services to support the Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements.

vi. Function as a CES Access points to support participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.

vii. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

viii. Services will be recorded in the HMIS in accordance with the adopted Homeless Management Information System (HMIS) Policies and Procedures.

ix. The program will operate twenty-four (24) hours a day, seven (7) days a week with in-person staff coverage.

x. The Program will be required to execute all items within the Standards of Care.

xi. Contractor will develop and implement a pet policy that accommodates participants with pets. The pet policy should detail the participants' responsibilities related to the handling and caring of the pet.

d. Contractor, pursuant to requirements set forth in this Scope of Services and consistent with federal and/or state funding requirements shall provide Emergency Shelter Operations and Services for Individuals experiencing homelessness in the North SPA of Orange County for the term of this Contract.

3. Use of Funds

a. Funds shall be used to provide contracted services and operations of the Program. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency shelter services to Participants and assist in transitioning to permanent housing as quickly as possible.

b. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.

c. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low- barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.

B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. Contractor is to provide services to individuals experiencing homelessness in the North SPA of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless.

2. Contractor is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD and Cal ICH.

3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

a. Category 1: Literally Homeless: Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. Has a primary nighttime residence that is a public or private place not meant for human habitation;

ii. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

iii. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual or who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

ii. Has no other residence; and

iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

4. At the time of program enrollment, eligible participants households must meet the above criteria of individuals experiencing homelessness in Orange County. The program should prioritize and focus on assisting individuals experiencing chronic homelessness and/or the longest length of homelessness.

C. DESCRIPTION OF SERVICES

1. Essential Requirements – Contractor shall:

a. The Program will operate twenty-four (24) hours a day, seven (7) days a week, year-round to ensure availability and accessibility for Individuals experiencing homelessness.

b. Maintain a holiday schedule consistent with County's holiday schedule, unless otherwise approved, in advance and in writing, by Administrator.

c. Operate the Program to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

d. Have a 24-hour contact available to Program staff for emergency purposes and communication policies and procedures in place to notify County as appropriate.

e. Have a 24 hour contact available to County for emergency purposes and to coordinate response as appropriate.

f. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Participant information and PII private, confidential, secure, etc.

2. Administrative Management Tasks – Contractor shall:

a. Work in partnership with County to deliver the services as outlined in the Program by being responsive to the needs of the household eligible for services.

b. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management plan, staff responsibilities and staff coordination.

c. Track program costs and ensure eligibility for payment within the funding requirements.

d. Operate, maintain, coordinate and staff the resources of the program.

e. Coordinate with County agencies to provide appropriate supportive services to Participants including but not limited to County Executive Office (CEO), Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).

f. Coordinate with County agencies, the Orange County CoC and community-based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.

g. Enter Program data into HMIS or comparable database and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. Emergency Shelter Operations and Services – Contractor is responsible for the provision of Emergency Shelter Operations and Services to eligible Participants experiencing homelessness in Orange County. Emergency Shelter Operations and Service costs must be eligible and necessary provide safety, temporary shelter services, access to essential services and to help the Participant move as quickly as possible into permanent housing. Contractor shall conduct:

a. The Program will operate at: The Buena Park Navigation Center located at 6490 Caballero Blvd., Buena Park, California, in an industrial area, near freeways and within walking distance to public transportation. The Program provides year-round emergency congregate shelter with 200 beds in dorms for men, women, couples, and non-

binary individuals. Participants will gain access to the emergency shelter site through the bed reservation platform once implemented through the CES. The Program coordinates referrals from the North Orange County Public Safety Collaborative referral partners including street outreach teams and homeless liaison officers.

b. Emergency Shelter Operations and Services will operate in accordance with the Orange County's Standards of Care, a comprehensive set of administrative, operational, and facility-based standards designed to support the quality and consistency of program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations.

c. Intake and Assessment: Program must receive referrals from the CES bed reservation system, and work with street outreach teams, homeless service providers and law enforcement to engage and enroll persons who would benefit from emergency shelter intervention.

i. Program will conduct an assessment to determine the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services best meets the Participants' needs.

ii. Program should provide ample time to engage participants and repeatedly engage with Participants who are hesitant or unsure of engaging in homeless services. Program should also ensure that service engagement is voluntary, participant-centered, and trauma-informed.

iii. Program's intake and assessment process should confirm eligibility per funding source guidelines and maintain a record of appropriate documentation in support of the eligibility determination process.

d. Provision of Essential Services: At a minimum, the Program must provide a safe sleep location and amenities including sleeping areas, storage of personal belongings, bathrooms, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.

e. Housing-Focused Case Management: Programs must provide services to Participants that support with locating permanent housing options that meet the Participant's needs. Caseloads should be limited to no more than twenty-five Clients per case manager at any given time. The following case management activities must be made available to Participants:

i. Program must create an Individualized Housing and Service Plan, in partnership with the Participant, that considers and incorporates the goals of the

Participant and focuses on identifying and securing permanent housing as well as other life areas that will support and assist Participants in successfully obtaining and maintaining housing. The Individualized Housing and Service Plan should address specific needs and barriers to housing and track process on established goals and milestones. The Individualized Housing and Service Plan should detail a path to housing stability and support the Participants in maintaining permanent housing after the assistance ends.

ii. Identification of housing opportunities: Program is expected to work with participants to understand their housing desires and needs and work with them to identify rental housing that would best meet their needs.

iii. Program must meet face to face with participants on weekly basis or as frequently as needed. Any unsuccessful attempts shall be documented in HMIS to ensure flow of services being provided.

iv. Program is required to have a network of resources that they can provide referrals and linkages to networks must include the resources listed below. Referrals and linkages to services and programs that address the needs of individuals should be provided and facilitated on an ongoing basis. Program should also assist with any subsequent follow up from the appointment and/or access to supportive services thus reducing the likelihood for missed appointments and other recidivism, including but not limited to:

- a) Physical Health Care
- b) Mental Health Care
- c) Substance Use Treatment
- d) Mainstream Benefits
- e) Employment Services
- f) Legal Services
- g) Credit Counseling
- h) Education
- i) Essential services that address the needs of specialized populations, including but not limited to transitional aged youth, victims of domestic violence, dating violence, sexual assault, or stalking, and veterans.

f. Housing Navigation Services to support the Participant in identifying available housing units and resources,

g. Housing Navigation Services should focus on permanent housing options that are affordable and sustainable for the Participants, including but not limited to shared housing, room for rent, family reunification, etc. This includes strong collaboration and coordination with other homeless services providers, including those that actively participate in the CES, the Orange County CoC and non-traditional partners.

h. Function as a CES Access Point to support Participants in accessing CES through the completion of an assessment, the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition. Program must actively participate in relevant Coordinated Entry System meetings and participate in case conferencing.

i. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in the North SPA and countywide to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs. This will support in the coordination and monitoring of other needs and engagement processes for the Participant as well as measuring progress on the Individualized Housing and Service Plan.

j. Services will continue to be provided to the Participant while working to secure housing and enrolled in another homeless service system program aimed at providing that support, such as rapid rehousing or permanent supportive housing. The Participant may have several case managers at one point depending on the supportive services being accessed, as such the Program is expected to work collaboratively with others for the benefit of the Participants. The goal of the Program is to ensure care coordination, continuity of services to ensure permanent housing and ongoing housing stability. The Program is to case conference and collaborate with other case managers providing services to the Participant.

k. Services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures. This includes timely and appropriate data input in HMIS, including progress notes after each engagement and/or case management session with a Participant.

i. All HMIS data should be entered within 72 hours of services provided, including client level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

ii. Monitoring of Operator Performance Achievement will be gathered through HMIS data entry submitted to the CEO on a monthly basis.

l. The Program is to provide services to Participants animals and/or pets residing within the shelter. These services can be provided through a contracted vendor and should include but not limited to; food, examination of animal health upon entry and throughout enrollment, spay/neutering services, vaccinations, treatments for injuries/health issues and pet owner education, etc.

D. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract, and ensure a shelter flow that prioritizes participant housing goals and exits to permanent housing.

a. Contractor will assist a minimum of 560 eligible Participant households by providing Emergency Shelter Operations and Services during Period One and Two. Contractor will assist a minimum of 250 unduplicated eligible Participants by providing Emergency Shelter Operations and Services during Period Three. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.

b. Of the Participants enrolled in the Program during the reporting period, 100% of Participants will have an Individualized Housing and Service Plan within thirty (30) calendar days of program enrollment. The housing and service plan will be tracked using HMIS via services and/or an assessment.

c. Of the Participants enrolled in the program during the reporting period, 90% of participants will be connected to the Coordinated Entry System within 30 days of program enrollment. Connected to the Coordinated Entry System at minimum includes a program enrollment; however, the goal is to get program participants in the community queue as fast as possible.

d. Of the Participants enrolled in the program, at minimum 25% will exit to a permanent housing destination.

e. At minimum, 15% of Participants will have a higher income than at program entry due to employment and or mainstream benefits.

f. Program must maintain a bed occupancy/utilization of 90% of higher through the term of the Contract.

g. On an annual basis, at minimum, the Program must solicit participant feedback to assess Program operation changes to better support and meet the needs of Participants, and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.

2. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may include, but are not limited to:

a. Review of Participant file documentation

b. Review of eligible activity and cost requirements established by federal and/or state program guidelines

c. Review of policies and procedures and consistent adherence to Program

practices

- d. HMIS data entry completion
- e. Interviews with Program staff
- f. Compliance with the Standards of Care

3. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

4. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

E. REPORTING REQUIREMENTS

1. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data.

2. Contractor is required to submit reporting at regular intervals to County that details the following broken down by:

- a. Total number of eligible households that receive assistance;
- b. Composition of the households – demographics, size and type;
- c. Number of unduplicated Participants served;
- d. Caseload movement;
- e. Financial assistance expenditures;
- f. Length of assistance;
- g. Number of Participants exits and exit types;
- h. CES status – total number referrals received from the CES program and related status;
- i. Individualized Housing and Service Plan status – total number of plans established with Participants and related progress towards completion; and
- j. Income increases for Participants.

F. FILE MAINTENANCE AND DOCUMENTATION

1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.

2. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.

3. Records providing a full description of each activity undertaken.

4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.

7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

L. Attachment A, Section VI. Staffing shall be amended to replace the FTE Table in its entirety as follows:

CONTRACT PERIOD	Period 1: October 15, 2022, to June 30, 2023	Period 2: July 1, 2023, to June 30, 2024	Period 3: July 1, 2024, to June 30, 2025
<u>Admin</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
N/A	0.00	0.00	0.00
Subtotal Admin FTEs	0.00	0.00	0.00
<u>Program</u>			
N/A	0.00	0.00	0.00
Subtotal Program FTEs	0.00	0.00	0.00


Total FTEs	0.00	0.00	0.00

This Amendment modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment, all previous Amendments, and the Contract, including all previous amendments, the terms and conditions of this Amendment prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment, and all previous Amendments remain in full force and effect.

SIGNATURE
PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Mercy House Living Centers, a California Nonprofit Corporation

_____	_____
Patti Long	Deputy Chief Executive Officer
_____	_____
Print Name	Title
	1/9/2024
_____	_____
Signature	Date

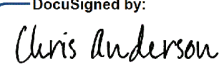
_____	_____
Print Name	Title
_____	_____
Signature	Date

County of Orange, a political subdivision of the State of California

_____	_____
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

_____	_____
Chris Anderson	Deputy County Counsel
_____	_____
Print Name	Title
	1/9/2024
_____	_____
Signature	Date

ATTACHMENT B



County of Orange Standards of Care for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

The County of Orange (County) has adopted the following Standards of Care for Emergency Shelter Providers (Shelter Providers) for Homeless Services.

The Standards of Care establish minimum standard requirements designed to promote an environment that is conducive under the following governing principles:

- Shelter Providers are trained, competent and equipped to support the complex needs presented by those experiencing homelessness within Orange County (OC).
- Participants are empowered to freely enter into a voluntary service partnership whereby their right to be treated with dignity and respect is mutually shared with support services staff.
- Facilities are maintained as accessible, clean, safe, secure and vector-free.
- Shelter Providers and participants have established processes to identify and resolve any concerns or conflicts that may arise during the administration and operation of the program.
- Shelter Providers actively work to engage participants in a person-centered approach and support the development of individualized participant housing plans.

The County will provide oversight of Shelter Providers that directly contract with the County with the goal of promoting quality assurance practices for their operations and remediation protocols in order to allow participants a meaningful opportunity to exercise their rights to due process for redress of their concerns. To that effect, these Shelter Providers must develop policies and procedures to ensure the Standards of Care is implemented consistently, and must submit the policies and procedures to County for review and approval. County's review and approval will be in deference to and in conjunction with the requirements of all applicable funding sources and all state and federal guidelines including Housing and Urban Development (HUD) and the Centers for Disease Control and Prevention (CDC).

All city-only and private emergency shelter providers serving homeless individuals that receive funding distributed through the County, directly or indirectly, will be provided with the Standards of Care and must adopt and implement the minimum standards set forth in this document.

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

Shelter Providers must develop policies and procedures for participant referral and admission. Admission policies and procedures must be clear, written and verbally explained to participants and referring entities at time of referral to ensure appropriate linkage prior to arrival at shelter.

Admission policies and procedures must at a minimum, provide information on admission parameters including referral process, eligibility, shelter program services, participant guidelines, the reasonable accommodation process, and reasons for admission denial.

Shelter Providers must ensure information is given to participants both verbally and in writing and in a manner which is preferred by participant, considering disability and limited English proficiency. For individuals with communication disabilities, including people who are deaf and/or blind and people who have speech disabilities, Shelter Providers must provide auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) when needed to communicate effectively with people who have communication disabilities. For participants with limited English proficiency, shelter providers must provide interpretation services. Interpretation may be provided by a family or friend if chosen by the participant. Shelter Providers must provide outside interpretation if the participant states that they are not comfortable having their family or friend interpret.

Shelter Providers at admission must assess, with input from the participant, the appropriateness of the shelter environment for referred participants to ensure that basic individualized needs of the participant can be met by the facility, shelter staff and programming.

Shelter Providers at admission must assess, with input from the participant, for diversion and prevention opportunities by evaluating participant's strengths and social support networks such as temporary and/or permanent housing options with family and friends. If it is determined that an individual may qualify for a medical or mental health placement with a higher level of care, the Shelter Provider shall request that evaluation from Orange County Health Care Agency (HCA) within 1 business day of the determination. HCA will facilitate that assessment at the shelter site within 5 business days, and will provide same day evaluation in exigent circumstances.

Shelter Providers must document within Homeless Management Information System (HMIS) any new bed placements or exits within 24 hours.

Denial of Admission

Denial to shelter is at the discretion of Shelter Providers, however, any denial must clearly explain to participant and referring entity denial of admission to the shelter. If a denial is issued, shelter must issue a written notice with a Notice of Denial (NOD), reason for denial, and procedures for third-party appeal.

Reasons for denial may include any of the following:

- Referred participant does not meet basic admission eligibility criteria – status related to homelessness, domestic violence, veteran, etc. Shelters that have designated beds based on funding sources may have additional eligibility criteria.

- Observed behavior that puts health and safety of staff and participants at risk. Such behavior may include, but is not limited to, violence, brandishing weapons, use of drugs or alcohol on premises, property damage.
- Any additional site specific contractual criteria.

1.2.2. Intake and Orientation

Shelter Providers during intake must provide newly admitted participants with information both verbally and in writing, detailing participant guidelines, shelter programming and resources, and facility-based information. Shelters must also assess, with participant, for any reasonable accommodations needed during the intake process. Shelter Providers should be sensitive to participant's background and that it may create transference during the intake process. Intake staff must be trained to spot signs that a participant may be experiencing discomfort and if needed, respond by asking another staff to conduct the intake. Shelter Providers' interaction with participants must at all times take into account that many participants have experienced past trauma. It is important that Shelter Providers' intakes are designed and conducted in a trauma-informed-care-way.

Shelter Providers must provide an intake and orientation for referred participants within 3 business days of arrival absent exigent circumstances requiring additional time.

Shelter Providers during intake must obtain a referred participant's signature of acknowledgement that the shelter has provided to referred participant intake and orientation. Participant's signature is not a requirement for provision of shelter service, and intake paperwork must have a section documenting participant's refusal or inability to sign.

1.2.3. Participant's Rights and Responsibilities

Participant's rights and responsibilities must be provided to participants upon intake and orientation evidenced by participant's signature of acknowledgement or document of participant's refusal or inability to sign. Participant's rights and responsibilities must also be posted in common areas of the shelter.

At a minimum, participant's rights must include:

- Participants have the right to be treated with dignity and respect;
- Participants have the right to be treated with cultural responsiveness;
- Participants have the right to privacy within the constrictions of the shelter environment;
- Participants have the right to self-determination in identifying and setting goals;
- Participants should be clearly informed, in understandable language, about the purpose of the services being delivered, including participants who are not literate and/or who have limited English proficiency;
- Participants have a right to reasonable accommodation and modifications based on a disability or limited English proficiency;
- Services should be provided to participants only in the context of a professional relationship based on valid, informed consent;
- Participants have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure, unless disclosure is required by law; and

- Participants have the right to reasonable access to records concerning their involvement in the program.

Participant's responsibilities will include:

- Participants are expected to support an environment that promotes safety, toward staff and other participants;
- Participants are expected to follow participant guidelines reviewed at intake;
- Participants are expected to participate and be active in their care, to the degree possible, in developing and achieving mutually agreed upon service plan goals;
- Participants must provide, to the extent possible, accurate information needed by professional staff providing services to ensure thorough assessment, service planning, appropriate linkages and referrals; and
- Participants are expected to maintain confidentiality and privacy of others, just as theirs must be maintained.

1.2.4. Equal Access and Gender Identity

Shelter Providers must have policies and procedures that provide equal access to transgender, intersex, gender fluid, and non-binary participants in accordance with their gender identity.

Shelter Providers must not request or require any form of proof of gender to validate eligibility, and are not to require that a person's gender match the sex listed on legal documentation.

The policies and procedures must incorporate all of the following practices:

- Participants must be assigned a bed at the shelter that serves the gender with which they identify or feel safest, which may include accommodating participant requests to relocate within the shelter. Accommodations to support safety for gender identity is the responsibility of the shelter staff. Accommodations must be developed mutually and determined by the participant.
- Participants must have access to bathrooms where they feel safest, regardless of biological or physical characteristics, or legally documented sex.
- Participant families are to receive services regardless of the gender identities within the family.
- Participants must be able to dictate the gender identity utilized in HMIS and data collection.
- Participants may dictate their preferred name for use in HMIS as HMIS does not require use of legal name.

1.2.5. Non-Discrimination

Shelter Providers must have a non-discrimination policy in compliance with federal and state laws. Non-discrimination policy must ensure that Shelter Providers' programs and services do not discriminate based on the grounds of race, creed, color, sex, gender, gender identity, gender expression, sexual orientation, religion, ancestry, age, disability (including physical and mental disabilities), medical condition, genetic information, marital status, familial status, political affiliation, national origin, source of income, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.

Shelter Providers must have public postings of the shelter's non-discrimination policy at the facility where they operate the shelter program.

1.2.6. Reasonable Accommodations

Shelter Providers must have policies and procedures on reasonable accommodations, including reasonable modifications to premises, in compliance with federal and state law. Shelter Providers must make reasonable accommodations and modifications in their programs, facilities, activities and services when necessary, to ensure equal access to participants with disabilities, unless a fundamental alteration in the nature of their program, activities or services would result from the accommodation. Shelter Providers must track all reasonable accommodations requests and outcomes including the reasons for approval or denial. All shelters must offer appeals based on a denial and will track appeal outcomes and make them available if requested.

Shelter Providers must have public postings of their shelter's reasonable accommodation and modification policy. The postings must include contact information including the contact information for the Shelter's Americans with Disabilities Act (ADA) Coordinator.

Shelter Providers must receive and attend an annual training covering general accessibility provided by the County to ensure requirements under federal and state law (including but not limited to: the ADA Title II and Title III, Section 504, FHA, FEHA, Gov. Code Section 11135, Unruh Act, and California Disabled Persons Act) are addressed. Shelter Providers must also provide an annual training for staff relating to programmatic and facility based compliance with federal and state law requirements.

Shelter Providers must complete a Self-Evaluation Plan every 2 years to ensure that their shelters and all programs, services and activities therein are accessible for participants.

1.2.7. Service Animals and Support Animals

Shelter Providers must have policies and procedures regarding access for participants with service animals and support animals, as well as pets.

Shelter Providers must admit participants and his/her/their service animal or support animal regardless of what documentation is present at the time of admission. Service Animals do not need to have any certification or documentation. Providers should support participant in acquiring any registration, licensing and vaccinations as needed.

Shelter Providers must not ask what disability a participant with a service animal may have to establish the need for the service animal. Shelter staff are only allowed to ask if the service animal supports a disability, and what function the service animal executes.

Support animals are protected under the California Fair Employment and Housing Act. Support animals provide therapeutic support to the participant to support day-to-day functioning, and participants must be allowed to have support animals as a reasonable accommodation. If necessary, shelters should support participants with obtaining information from a reliable third party who is in a position to know about the individual's disability or disability-related need for the support animal, or in obtaining necessary vaccinations.

The supervision of the service animals and support animals is the responsibility of the participant. The animal must be under the participant's control at all times and not pose a safety risk to other participants within the program. Shelter Providers may exit a participant without the assistance of his/her/their animal in the event the participant is unable to control his/her/their service animal or support animal, or the service animal or support animal becomes a safety risk or sanitary concern for the shelter, shelter's operations, participant, or other participants. However, Shelter Providers must determine whether a reasonable accommodation would resolve the event from happening in the future or resolve any ongoing event and offer alternatives to exit including the option to board the animal temporarily.

1.2.8. Communication Accessibility

Language Accessibility: Shelter Providers must have a Language Access Plan and accompanying guidance to ensure that participants with limited English proficiency can receive services in their desired language. Shelter Providers must provide training for all shelter staff on how to support limited English proficiency services.

Disability Communication Accessibility: Shelter Providers must have a Disability Communication Access Plan for participants with disabilities including people who are deaf and/or blind and people who have speech disabilities, to ensure access and effective communication when needed, by providing auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) or other accommodations. Shelter Providers must provide training for all shelter staff on how to support and access various interpretation services, as well as auxiliary aids and services.

Language Access Plan must be provided to participants at intake and provide information on the following:

- How to request services for language access.
- The contact information for the Shelter ADA Coordinator.
- How to request language access for effective communication.
- How to request auxiliary aids and other disability communication access accommodations.
- Procedures for requesting a reasonable accommodation based on disability.

1.2.9. Participant Feedback

Shelter Providers must establish a participant feedback policy and develop a feedback process that provides for ongoing opportunities for participants to voice opinions and provide feedback confidentially to the person in charge of the shelter operations on program operations and programming, including participant guidelines. Methods for receiving participant feedback can include exit interviews, surveys, focus groups and program meetings.

Shelter Providers must solicit participant feedback annually and utilize the feedback to assess program operation changes to better support and meet the needs of the participants. A report must be created which summarizes feedback and any changes being implemented based on feedback.

1.2.10. Incident Reporting

Shelter Providers must develop policies and procedures for the tracking and reporting of incidents involving:

- Abuse, suspected abuse, and reportable abuse including Adult Protective Services or Child Protective Services;
- Acts of violence or sexual misconduct;
- Death of participant and/or shelter staff;
- Emergency situations that prompt evacuation; and
- Substantial damage to the facility, or the discovery of hazardous material on shelter's premises.

Shelter Providers must report incidents to County within 24 hours of the incident occurring. The notification to the County should occur even if there is partial information at the required time of submission.

Shelter Providers must utilize the County Template (Attachment 1) when reporting incident reports and submit them to:

Email: OCShelterFeedback@ochca.com

Address: 601 N. Ross Street, 5 floor, Santa Ana, CA 92701

1.2.11. Grievances

Shelter Providers must have policies and procedures for participants to submit their grievances. Shelter Providers must incorporate the County Template (Attachment 2) when creating grievance forms and related documents. The grievance policies and procedures are aimed for Shelter Providers to resolve participants' concerns as efficiently as possible.

Note: Orange County Health Care Agency, Behavioral Health Services programs and services are not subject to the grievance policies and procedures set forth in this Section 1.2.10. Behavioral Health Services programs and services have different formalized grievance and due process procedures which are prescribed by those funding sources and are considered independent of the minimum standards set forth in this Section 1.2.10.

To promote knowledge and understanding of the grievance policies and procedures, Shelter Providers must ensure the following:

- Review of grievance policy and procedures with participants during intake and orientation evidenced by participant signature of acknowledgement, or documentation of a participant's inability or refusal to sign.
- Copies of the grievance policies and procedures must be prominently posted in common areas, and must be readily available for participants upon request. Postings must include the following:
 - Where to obtain the grievance policies and procedures.
 - Information and procedures for participants on how to notify shelter staff of a grievance, including access to the associated forms and how to submit.
 - Timeframe and initial communication expectations participants can expect from shelter staff once grievance has been submitted. Absent a danger to health and safety, no action including exit shall be taken against the participant while the grievance or appeal is pending.
- Shelter Providers must provide information upon intake, and by request, how participants can contact the County Homeless Services Division.
- Annual training component for applicable shelter staff and subcontractors.

- Designate a management staff to oversee the administration of grievances, including an alternative staff to ensure participant access to grievances at any point in time.

The grievance policies and procedures shall include, but are not limited to, the following:

- Shelter Providers must ensure participant confidentiality.
- Shelter Providers must ensure an organized system of grievance documentation.
- Shelter Providers must provide opportunity for participants to present their grievance case before a neutral decision-maker (a supervisor or manager who was not directly involved in the incident or situation of the grievance).
- Accommodation of third-party advocates in the grievance process, if requested by the participant. Participant must give their permission for an advocate to be present evidenced by a signed release of information.
- Shelter Providers must work to create face-to-face meetings to support the resolution of a participant's grievance.
- Shelter Providers must ensure participants receive a written determination for the submitted grievance after the grievance process has concluded.
- Shelter Providers must have a procedure for an appeal review process for participants looking to dispute their written determination. The final determination should contain a clear statement of the outcomes that led to the decision of the appeal.
- Shelter Providers must provide any documentation related to the grievance to the participant upon request.
- Shelter Providers' policies and procedures must include information directing clients to the County Grievance Appeal Process.

The grievance policies and procedures must incorporate the following process and timeframes associated to respond promptly to participant's grievance:

- Shelter Providers' confirmation of grievance receipt not to exceed 3 business days, during which the Shelter Providers will acknowledge and review the grievance being received. A timeline to resolve the grievance should not exceed 10 business days, during which the participant will receive a written determination about the grievance that includes the factors that led to the final determination.
- The appeal process must afford participants an opportunity to present written and/or oral objections before a management/director staff member other than the staff person who made the prior grievance determination. Shelter Providers must provide a written determination for participant appeals within 10 business days.
- Absent an immediate health and safety risk to other participants or staff, the participant must be permitted to remain in the shelter during the appeal.

County Grievance Appeal Process

The County Grievance Appeal Process is designed to review participant grievances that have completed the Shelter Providers' grievance process, including having gone through the Shelter Providers' appeal process (Attachment 3). The County Grievance Appeal Process (Attachment 4) reviews the administrative and operational compliance of Shelter Providers' grievance policy and procedure in addition to compliance to the Standards of Care.

Dispute Resolution Services

Dispute Resolution Services may be requested by the participant once the Shelter Providers' grievance process and the County Grievance Appeal Process have been completed and the outcome is not a satisfactory resolution for the Participant.

Shelter Providers' policies and procedures must include information on how to obtain dispute resolution services from the court. This may include notifying the chambers of Judge David O. Carter via email at DOCchambers@cacd.uscourts.gov or contacting the Elder Law and Disability Rights Center at (714) 617-5353 or info@eldrcenter.org. Any hearings by the court must be conducted during regular business hours whenever feasible.

1.2.12. Program Exits

Shelter Providers must provide the policy for program exits upon intake evidenced by a participant's signature of acknowledgement, or documentation of participant's refusal or inability to sign.

Policies and procedures developed regarding participant guideline violations must include an escalation continuum incorporating warnings and staff/participant problem solving methods prior to instituting shelter exits.

Shelter Providers must have policies and procedures for assessing, problem solving, and instituting participant exits from shelter.

Shelter Providers must ensure all escalation processes, including those resulting in shelter exits, are documented. Shelter Providers must allow for participants to appeal their termination via the established process in Section 1.2.10 Grievances. Participant exits may include the following reasons, however, Shelter Providers are encouraged to work towards behavioral contract agreements prior to exit:

- In possession or use of drugs on-site.
- Brandishing of weapons.
- Physical fighting/assault/battery.
- Theft that has been validated by shelter staff.

Shelter Providers must provide the reasons for a participant exit in writing. If the exit is immediate based on behavioral issues that create an immediate threat to the surrounding environment, notice in writing must be provided upon request within 24 hours.

Shelter Providers should work towards notifying participants of an exit ahead of time. Absent an immediate threat to health and safety, providers must facilitate the connection to another program. The length of time of exit should correlate with the actual recent behavior which is the reason for the exit, as opposed to the number of times the participant has exhibited the same or similar behavior.

Shelter Providers must work with participants to create an exit plan when possible. Exit plans must identify progress towards goals and resources that will assist the participant going forward with any housing needs. Exit plans should be reviewed with participants when possible.

Shelter Providers must have a policy for reinstatement for participants that have been exited from the shelter. If a participant is being exited to any location other than permanent housing, communication must be provided around the amount of time and/or process for returning. Practices around the length of time

before a participant can return should be commensurate to the severity of the behavior, and must not be progressive in length of time for repeat exits due to the same behavior. Shelter Providers are encouraged to have reinstatement policies that focus on conversations regarding behavior and mutual agreements to reduce the length of time before a participant can return.

If a participant self-exits for any reason other than to avoid an exit or write-up due to behavior, they are eligible to return based on bed availability with no wait period. If there are negative circumstances associated with their self-exit, the Shelter Provider should follow their established process and wait times for re-entry. Self-exit is inclusive of when a participant leaves the program without informing the Shelter Provider of their intent to exit from the program.

1.2.13. Hours of Operation and Curfew

Shelter Providers must notify participants of shelter hours of operation and any curfews. Shelter Providers must support reasonable accommodations for participants with disabilities, and provide accommodations to support employed participants and/or extenuating circumstances.

1.2.14. Coordinated Entry System Integration

Shelter Providers must participate in the Orange County homeless services system of care, including the Orange County Coordinated Entry System (CES). The emergency shelter system serves as a key Access Point to the Coordinated Entry System to facilitate program participants' connection to available housing resources and programs.

Shelter Providers must coordinate with public benefits, employment services and Housing Navigators that will assist program participants in exploring all available employment, income and housing options, collecting required documentation and completing necessary assessments as required by the Coordinated Entry System.

1.2.15. Food Services

Shelter Providers must provide three meals per day to each program participant: breakfast, lunch and a hot dinner, or meals on another schedule as defined by the funder contract. Shelter Providers may cater meals in and/or make arrangements to ensure food service compliance. Shelter Providers must ensure meals can accommodate clients who have special dietary needs due to a documented medical condition, or due to religious beliefs.

Meal schedules must be covered during intake and orientation with participants. Meal schedules must be updated weekly and posted in common areas for participants' access.

Meals must be served in an area specifically designated for meal consumption where adequate space for seated dining is available for each participant, including those with mobility devices.

Meals must be nutritionally adequate in accordance with United States Department of Agriculture.

Meal preparation and distribution will be in compliance with OC Health Care Agency Safe Food Handling Requirements.

1.2.16. Medication Storage

Shelter Providers must develop and implement a policy regarding participant medication storage. The policy shall address medication storage, documentation, refrigeration, and shall include a secure and locked location for medication storage such as a medication cabinet, locker or drawer.

The Shelter Provider may not administer or dispense medication (provide dosage or ensure medication schedule adherence) for participants and may not require participants to turn over their medication.

1.2.17. Storage and Personal Belongings

Shelter Providers must have a participant storage policy to be provided to participants upon intake. At a minimum, shelter operators must allow for at least 90 days after a participant's exit to gather her/his/their personal belongings or facilitate relocating those belonging to participant sooner.

Shelter Providers must maintain a log of personal belongings that are discarded. The log will at minimum include the name of the participant, the date when belongings were discarded and the staff member who updated the log.

Shelter Providers will allow for individuals to regularly access their storage and personal belongings, and not restrict volume of belongings that would exclude essential items and disability related items.

1.2.18. Safety and Emergency Preparedness

Shelter Providers must develop written policies and procedures for emergency situations with relation to staff and participant safety and security.

Policies and Procedures must include the following:

- Emergency preparedness drills;
- Emergency evacuations;
- Assisting participants with evacuations, including persons with disabilities and/or limited mobility;
- Stockpiling of appropriate quantities of water and food rations;
- Accounting for all individuals accessing the facility (including participants, shelter operator staff, supportive service partners and volunteers) for all entry and exits that include sign-in/out information;
- At least 1 staff member per shift that has been trained in emergency response and has an up-to-date certification for CPR (cardiopulmonary resuscitation) and emergency first aid procedures;
- Staff and participant first aid kits on-site for non-emergency first aid;¹
- Crisis Intervention for emergency situations requiring staff to access emergency services such as 911 calls, police reports, or for performing other non-violent interventions; and
- Critical incident documentation and reporting.

Shelter Providers procuring security must provide training to the security staff on agency safety protocols, and policies and procedures for escalations requiring security intervention.

¹ For list of minimally acceptable number and type of first-aid supplies, please follow this link: <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.266AppA>.

1.2.19. Communicable Diseases

Shelter Providers must develop written policies and procedures that address universal precautions, tuberculosis control, disease prevention, epidemic response, and biohazard practices, which are in compliance with Health Care Agency guidelines.

Shelter Providers must comply with universal precautions, proper sharps disposal, provide personal protective equipment (PPE) and provide training to staff. Shelter providers must ensure that shelter services, bed location, and common space comply with minimum standards for health and safety as provided by the CDC, California Department of Public Health, and the OC Health Care Agency.

2. Supportive Services

2.1. Case Management Access

Shelter Providers are required to have case management available to participants on site.

Participation within case management is voluntary to program participants, however all participants must be offered case management and must be engaged on an ongoing basis to encourage participation. Shelter Providers should recognize that it may take multiple contacts before a participant is ready to engage.

Shelter Providers must ensure case management services are participant-centered to individual needs. Programs must provide space for the provision of case management that works to create as much privacy and confidentiality as possible.

2.2. Assessments

Shelter Providers must provide a standard assessment which includes an evaluation of the participant's service needs, including information about past and current service needs. Assessments must provide opportunity to identify any barriers or issues that may impact the participant's ability to successfully engage in services, including barriers arising from trauma and/or disabilities. Assessments must also be designed to identify additional supports and resources that participants should be referred/aligned with.

Shelter Providers must work with the Health Care Agency to inform participants of the availability of additional clinical assessments/screenings. Providers may also request additional screenings by the behavioral health team, or by the Comprehensive Health Assessment Team-Homeless (CHAT-H) Public Health Nurse team to screen for increased care supports and resources. Programs must allow the County to post notice in each facility informing participants of these available additional assessments.

2.3. Housing Plans

Shelter Providers must work with participants to create a housing plan within 30-days of admission to the shelter. Plans should focus on finding permanent housing for each participant and the staff and programs that will be supporting them in their goals. If a participant is unable or refuses to complete a housing plan, that must be documented.

Housing plans must identify the participant's needs, goals, actions to be taken, and progress towards goals. The housing plan must be focused on working with participants to have a positive shelter stay that is as

short as possible. The housing plan must be updated as the participant's needs and/or goals shift, and as progress is completed towards their goals.

Program staff must continue to engage participants who do not progress towards their housing goals. Engagement to participants not progressing must occur no less than once every two weeks, and must be documented.

2.4. Housing Focused Services

Shelter Providers are expected to engage participants in a wide range of service needs, including, but not limited to: employment/benefits, health, substance use, mental health, legal issues and transportation. Program staff should regularly engage participants on how these various other service areas are in support of their overall housing goal and allow these providers to meet with participants on the shelter site. Housing must be the primary focus of shelter staff.

2.5. Services, Referrals and Linkages

Case Management services should be available as needed for participants. Although services are voluntary within shelter programs, it is the responsibility of program staff to actively engage participants for case management services no less than once per month.

The purpose of the shelter system is to provide stable setting and supports that assist participants toward a permanent housing outcome. The responsibility of engagement is held with the Shelter Provider, and progress towards service/housing plan goals must be evaluated individually based on a participant's unique circumstances. Shelter Providers must operate in a participant-centered approach and work to engage participants that may be hesitant or resistant to actively participate in the services being offered.

If participants are not engaging in supportive services and are not able to express or demonstrate any progress towards service/housing goals, then shelter staff should engage with the participant in conversation around their needs and what changes could be reasonably made to assist the person with their needs. Engagement discussion should include all options that could benefit the participant including on-site services, alternative shelters or supportive services.

Programs must be able to meet a wide range of needs for participants and must maintain a network of resources that they are able to refer and link participants to. Shelter operators must either provide the following services or have linkages to:

- Identification and vital document support
- Enrollment in to mainstream benefits (TANF, SSI/SSDI, health insurance, VA health care, etc.)
- Health services (physical health, mental health and substance use)
- Employment and vocational services
- Legal assistance
- Childcare
- Life skills and coaching

When a referral is made to an outside resource or service, program staff must provide a warm hand-off/connection and a follow-up inquiry to ensure the linkage has been made. If linkage is unsuccessful, staff must support in finding other possible resource options.

2.6. Transportation

Shelter Provider must make reasonable efforts to address transportation needs for participants. Transportation needs can be met through direct transport, public transportation fare or through supporting participants with learning how to use and access public transportation.

Programs should be assisting participants who are eligible to access reduced public transportation fare.

Transportation provided by shelter operators must be ADA compliant and have the ability to support participants with mobility devices without staff physically providing the transfer.

3. Staff Training

Shelter Providers must establish a policy and procedure for onboarding new staff, including documentation of all trainings, and ensure regular updates to the annualized training completed by staff.

Shelter Providers must complete mandatory staff trainings regarding safety, compliance and quality services provisions to best address the complex needs of the homeless populations served.

All shelter and/or specialized staff must receive training upon hire or upon request by the County, city and/or funder to ensure competency within the following core areas:

- A. Program Operational Standards
- B. Effective Communication
- C. Evidence-Based Practices
- D. Facility, Health and Safety Practices
- E. Anti-discrimination, Equity Practices
- F. ADA Compliance

Shelter Providers must ensure all new employees and/or specialized staff complete the following mandatory trainings:

- Mandated Child/Elder Abuse Reporting
- Privacy and Confidentiality
- Due Process/Grievance Process
- ADA Compliance/Reasonable Accommodation
- Emergency Evacuation/Incident Management
- First Aid/Universal Precautions/CPR
- Domestic Violence & Safety Planning
- Cultural Humility
- Harassment
- Equal Access and Gender Identity
- Mental Health First Aid

- Trauma-Informed Care
- Harm Reduction
- Motivational Interviewing
- Problem Solving and Diversion Intervention
- Crisis Intervention and De-escalation Training
- Housing First Principles

Certificates and other documentation that verify training attendance must be maintained for each employee and documented in the contracted agency files.

Shelter Providers must be able to provide proof that appropriate staff have been trained in the legal requirements of being a mandated reporter, reporting any suspicion of abuse or neglect to relevant authorities as required by law.

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

- The shelter building is structurally sound to protect the participants from the elements and not pose any threat to the health and safety of the participants.
- Shelter Providers have site control demonstrated by either a fully executed lease, or proof of ownership.
- Shelter Provider can produce the most recent public health permit and fire department permit.

Interior air quality:

- Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of participants.

Water supply:

- The shelter's water supply is free of contamination and freely available for participants.

Thermal environment:

- The shelter has any necessary heating/cooling facilities in proper operating condition.

Illumination and electricity:

- The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.
- There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

Sanitary facilities:

- Each participant in the shelter has access to sanitary facilities, including sinks, showers, and toilets and accompanying items that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- Programs must establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean and comfortable environment.
- All sites must have an inspection for rodents and insects by a certified pest control company, at least twice annually, and as needed. If an infestation is found, the Shelter Provider must fumigate and make appropriate reasonable accommodations for the participants.
- The shelter provides trash receptacles throughout the facility and ensures trash is taken out of the facility at regular intervals.

Food preparation:

- Food preparation areas, if any, contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.

Fire safety:

- There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.
- All public areas of the shelter have at least one working smoke detector.
- The fire alarm system is designed for hearing-impaired participants.
- There is a second means of exiting the building in the event of fire or other emergency.
- All fire extinguishers must be fully charged and labeled.
- Facilities must have an annual fire inspection conducted by the fire department.
- Fire drills must be conducted annually.
- Shelter Providers must keep a log of all inspections, approvals and fire drills.

Emergency:

- Emergency numbers and evacuation routes must be posted in all common areas in the facility in case of an emergency.
- Emergency exits are clear and operating.

4.2. ADA Facility Standards

Shelter Providers must have operating facility standards and policies to ensure that facilities, inside and out, have been assessed for inaccessible facility-based areas and reasonable accommodations and physical modifications have been identified and developed to ensure participants with a disability have equal access and full inclusion of services.

Shelter Providers must work to ensure the following accessibility standards are met. The County recognizes that not all existing shelters can reasonably accommodate all disability-related needs, however, shelter operators will be required to identify those areas where there is not adequate access and develop reasonable accommodation and modification plans and policies. Individuals denied access to a shelter

because of inaccessibility must be offered an indoor alternative within their service planning area. Alternatives may include motel/hotel, other shelters, or higher level of care facilities.

Some participants may require reasonable accommodations or reasonable modifications to the premises in addition to required accessible features.

- Facilities must be accessible to participants with disabilities.
- Facilities must not have areas, in or out of the property, with broken, raised, or uneven sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
- Entry into the facility must be accessible to participants with limited mobility, including participants who use wheelchairs, scooters, or manually-powered mobility aids such as walkers, crutches or canes.
- The exterior of the facility must be accessible for participants with disabilities when approaching, entering or inside the location.
- Shelter Provider must provide at least one restroom with at least one stall with a 5-foot turning radius.
- All restrooms established under this section must have handles for an individual using a mobility device to move themselves without assistance.
- If parking is available at the facility, programs must provide at least one ADA accessible van parking space for every 25 non-accessible parking spaces. The accessible space must provide enough room for a van with a hydraulic lift to operate without any issue.
- All fire alarm systems and fire extinguishers must be no more than 48 inches from the ground for easy access in case of an emergency.
- All programmatic areas must be accessible for an individual with a mobility device.
- Shelter Provider must provide at least one shower accessible for those with a mobility device, regardless of gender.
- Shelter Provider sites must provide at least one accessible roll-in shower or at least two transfer ADA shower seats.
- Shelter Provider must provide accessible beds for persons with mobility disabilities designed for easy access to beds from common spaces and easy transfer from a mobility device.
- If there are common/communal areas located at the facility, they must be accessible for all participants, including those with mobility devices.
- If there is a dining area located in the facility, it must be accessible for all participants, including those with mobility devices.
- Doors within the facility must be equipped with a handle which can be opened with a closed fist rather than a knob.
- Accessibility postings must be posted in plain sight in a common area of the facility.
- Please use this link for further details on how to assess the site for ADA compliance: <https://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf>.

4.3. Hygiene Products

Shelter Providers must provide participants access to sinks, showers toilets and accompanying items. Shelter operator must ensure that hygiene and toiletry items are given to participants, or given upon request, and at a minimum:

- Towels
- Soap
- Deodorant
- Toilet tissue
- Feminine hygiene products
- Disposable razors
- Toothpaste and toothbrush

Shelter Providers must ensure that all sheets, towels and blankets are laundered weekly or more frequently as needed.

If applicable, washers and dryers shall be provided free of charge to participants and include access to free detergent. If laundry equipment is not provided on-site, shelter operator must support participants with accessing laundromat services.

ADA requirements for showers and restrooms can be found in Section: IV b. ADA Facility Standards.

4.4. Hazardous Materials

Shelter Providers must have policies and procedures with regard to proper hazardous material clean-up and removal. Shelter Providers must ensure that staff have the proper biohazard equipment for cleaning and disposal.

Shelter Providers must provide accommodations to participants in the event hazardous material poses a health and safety risk to participants and staff.

Shelter Providers must maintain a documentation log for hazardous material circumstances.

Shelter Providers will make available Safety Data Sheets (SDS) which provide information on chemicals, describing the hazards the chemicals present.

5. Administration

5.1. Policies and Procedures

Executive and administrative staff are responsible for ensuring that a comprehensive set of policies and procedures are updated at minimum on an annual basis; however, policies and procedures must be updated any time there is a significant change within program operations. Program and procedural updates must be shared with the County Administrative Entity for review to ensure that required policy and procedure areas have been adequately covered.

Shelter Providers are required to have a process for how staff are trained and access information within the policies and procedures.

5.2. Staffing

Shelter Providers must maintain a clear and comprehensive job description for all positions working within or supporting the emergency shelter.

Shelter Providers must maintain an organizational chart which identifies positions attached to the emergency shelter and a supporting documentation to show where each position is being funded from.

Program staff must have a way of being identifiable to program participants. This can be done through uniform attire or identification badges. Programs that operate confidential locations serving participants fleeing domestic violence will be exempted from this requirement.

Programs must have a conflict of interest policy and make staffing adjustments as necessary to minimize the potential of circumstances that create a conflict of interest, including personal and familial relationships. Conflict of Interest policies must have expectations for reporting and ways in which staff can alert program management of potential conflicts, and how program management will monitor and assess the conflict.

5.3. HMIS Participation and Documentation

Shelter Providers must actively document within the HMIS and do so within accordance with the HMIS Policies and Procedures. Programs are required to document enrollments and exits in HMIS within a 24-hour period for the purpose of live bed management.

Shelter Providers must maintain participant records that include documentation of all participant intake paperwork, assessments, housing plans, referrals, interventions, placements or follow-up activities.

5.4. Document Storage and Retention

Files containing participant information shall be stored in a locked and safe location that maintains participant confidentiality. Only authorized personnel can access the location where files are being kept.

Shelter Providers are required to have policies and procedures that detail the length of time and manner in which participant documents are retained.

Shelter Provider must have policies and procedures that detail how release of information requests are processed for participant information.

5.5. Quality Assurance

Shelter Providers must have a quality assurance plan that assures adherence to the overall program policies and procedures. The quality assurance plan must outline a process for the integration of participant feedback on program operations and to any revisions to policies and procedures.

5.6. Program Monitoring

Shelter Providers can expect the County to monitor their program annually to ensure adherence to the Standards of Care outlined in this document. Any findings identified by the County during program monitoring must be quickly resolved.

5.7. Reporting

Programs are required to be timely on any required reporting, including but not limited to: program outcomes, program invoicing, incident reports and key staffing changes. If a program is not able to meet

the deadline for a required report, the program administration must provide notice and an estimated time frame of when they will be able to submit reporting.

5.8. Waivers

Programs must follow all requirements within the Standards of Care, as well as those identified within their direct contract. If for any reason a program is unable to meet a standard of care, they may request a waiver. Waiver requests will consider the impact for participants receiving services and what reasonable program adjustments can be made to minimize that impact on program participants.

The County will work with programs to find ways in which to meet the Standards of Care or when not possible to find solutions that have minimal impact for participants. The County will provide written documentation on all waiver approvals and denials along with reasoning.

6. Attachments

Attachment 1
Critical Incident Report
County of Orange
County Executive Office, Office of Care Coordination



Today's Date:	Date & Time of Incident:	Date of Notification of the Incident (if different from incident date):	Date Incident Report Submitted:	Was This Incident Reported Within 24 Hours of the <u>Date of Incident</u> (Required): <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, please explain circumstances:</i> _____ _____	
Provider:			Staff Name:		
Staff Telephone Number:			Staff Email Address:		
Program Manager:			Program Manager Phone Number:		
Address Where Incident Occurred:			Person to Contact Regarding the Incident: Name: _____ Title: _____		
Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.) _____					
Type of Incident (incidents occurring on premises) – Check all that apply: *Requires additional and immediate telephone notification to County					
<input type="checkbox"/> <i>Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</i>	<input type="checkbox"/> <i>Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):</i> <input type="checkbox"/> Client-to-Client <input type="checkbox"/> Staff / Provider-to-Client	<input type="checkbox"/> <i>Reportable Abuse (Including Allegations):</i> <input type="checkbox"/> APS Contacted <input type="checkbox"/> CPS Contacted	<input type="checkbox"/> <i>Violence:</i> <input type="checkbox"/> Destruction of Property <input type="checkbox"/> Physical Altercation Involving Another Client <input type="checkbox"/> Physical Altercation Involving Staff <input type="checkbox"/> Acts or Threats of Violence	<input type="checkbox"/> <i>Evacuation:</i> <input type="checkbox"/> Planned Evacuation <input type="checkbox"/> * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) <input type="checkbox"/> * Weather-Related Evacuation (flood, wildfire, etc.)	<input type="checkbox"/> <i>Death:</i> <input type="checkbox"/> * Death on premises <input type="checkbox"/> Death reported past discharge
Description of Incident (facts, timelines, outcome) – List any necessary notifications made: _____ _____ _____ _____ _____ _____ _____ _____ _____					
Did debriefing occur with shelter staff involved in the incident? <input type="checkbox"/> Yes <input type="checkbox"/> No Brief description: _____ _____ _____					



Critical Incident Report
County of Orange
County Executive Office, Office of Care Coordination

Are there any operational changes or managerial actions that may be considered to lessen the impact or likelihood of similar incidents occurring in the future? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide a description of the action		
Name / Title of Reporting Staff (Printed):	Staff Signature:	Date:

Administrative Use Only

Internal Log # _____	
Has this Participant been involved in other incidents? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please write additional Internal Log #'s involving this Participant below:
Incident Reviewed By:	Date:
Additional Notifications Needed: <input type="checkbox"/> Department Head <input type="checkbox"/> CEO's Office <input type="checkbox"/> Other: _____	
Outcome determined. <input type="checkbox"/> Incident logged, no action required <input type="checkbox"/> Incident logged, remedial action required Detail outcome conversation with Shelter Operator below:	

Attachment 2

Shelter Grievance Form

PROVIDER NAME

County of Orange, Office of Care Coordination



SHELTER NAME seeks to support participant grievances in a fair, transparent and efficient manner. Please complete the information below to the best of your ability and submit it to the shelter’s designated grievance staff. You may submit the completed form by email or in-person at the addresses listed below,

- Email:
- Address:

You will be contacted by **Shelter name/position** within three (3) business days to work towards a resolution of your grievance.

If you need support with completing this paperwork due to a disability or language barrier, please contact the shelter Americans with Disabilities Act (ADA) coordinator: _____

Identifying information

Full Name (Please Print): _____ Date: _____

Phone: _____ Email: _____

Other means of contact: _____

I have a need for language translation or interpretation services? Yes No

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

- Facility
- Program Services
- Shelter Staff
- Other Participants
- Reasonable Accommodations (Disability Related Need)
- Program Exit/Termination
- Other: _____

This is the first time I am submitting a grievance for this concern: Yes No

I am submitting this as an appeal to the result of a previous grievance: Yes No

(Please note, an appeal may not be considered if filed more than 30 days past the determination date of the grievance result you are appealing. Circumstances may allow for appeal to the County of Orange past the 30 days.)

Attachment 3**County of Orange****County Executive Office, Office of Care Coordination****Shelter Grievance Process**

The Shelter Grievance Process document is intended to provide Shelter Participants information on their grievance rights and an overview of the process. The County of Orange (County) appreciates feedback and takes grievances seriously. The County will work to resolve Participant grievances in a transparent and efficient manner.

If you as a Shelter Participant are unsure of how to access the shelter grievance process within the shelter you are staying, you can reference the information provided during the intake process, ask a shelter staff member, or review grievance information posted in the common areas of the shelter. If at any time during the process you experience difficulty with the shelter grievance process, please reference the Contact Information in Step 3 (below) to contact the County directly via telephone, email and/or mail.

STEP 1:**Shelter Grievance Process**

Participants that have a grievance with a shelter must first start by filing their grievance directly with the shelter operator and complete the shelter's grievance process.

The Shelter Operator has three (3) business days to contact the participant after submitting their grievance and (ten) 10 business days to supply a written response to the grievance.

STEP 2:**Shelter Appeal Process**

Participants that have completed the shelter's grievance process and received a written response, but still have concerns with the shelter's response, have a right to request an appeal of that decision, and request a secondary review of the grievance from the Shelter Operator's leadership.

Leadership responsible for the appeal process have three (3) business days to contact the participant after submitting their grievance appeal, and (ten) 10 business days to provide the participant a written decision for the appeal.

STEP 3:**County of Orange Grievance Appeal Process**

Participants have a right to contact the County for an additional appeal process, once participants have completed the shelter provider's grievance **AND** appeal process.

The County's grievance appeal process is designed to review the shelter's grievance and appeal process as well as review the Shelter Operator's written responses, and ensure that the Shelter Operator is adhering to their grievance policies, as well as their operations are in compliance with the County Standards of Care.

In order to begin this process please contact the County:

By Telephone:

Marlene Diaz
Grievance Specialist
(714) 834-2262

By Email:

OCshelterfeedback@ocgov.com

By mail:

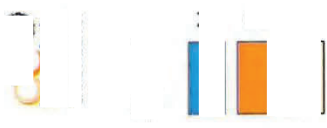
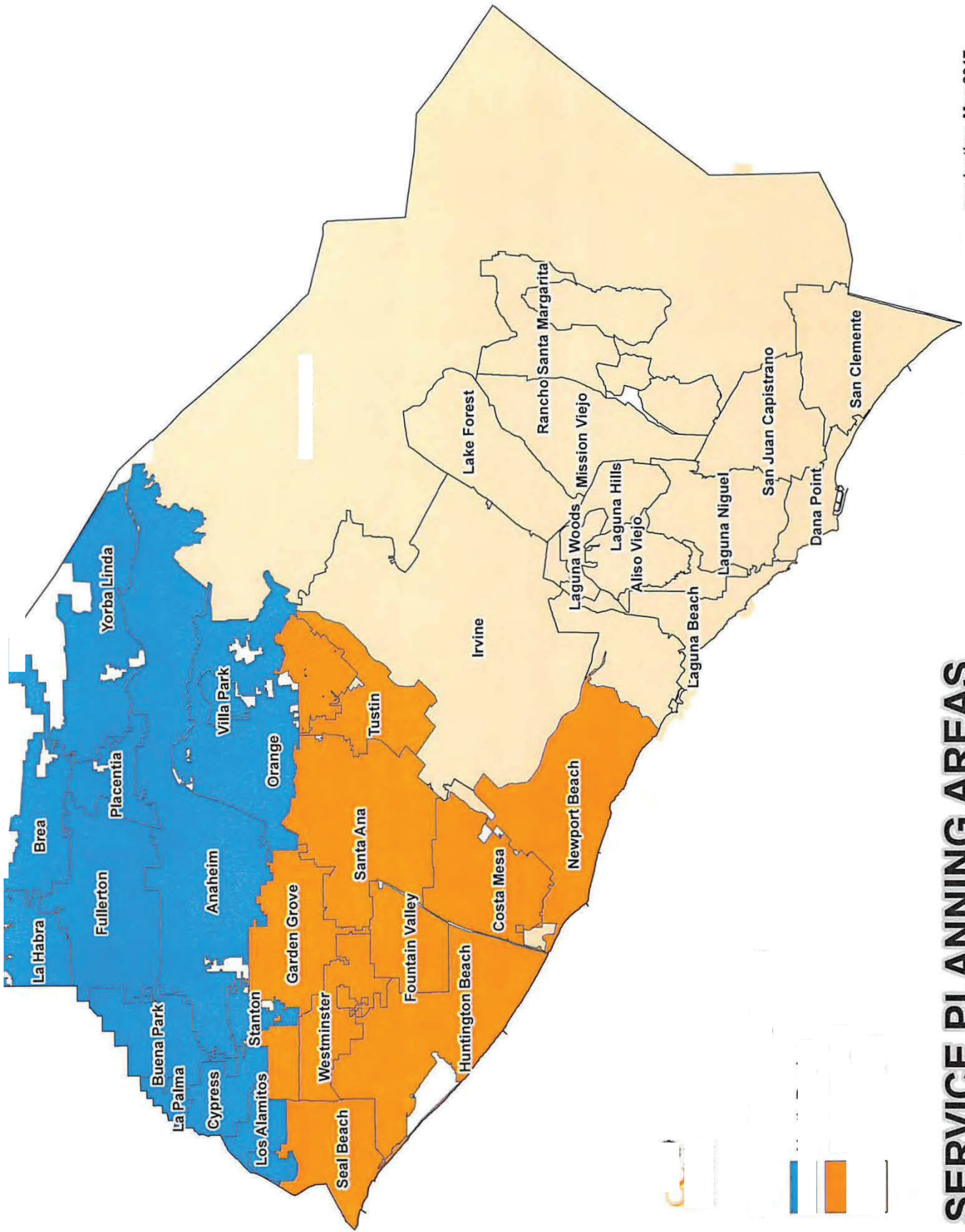
Orange County
County Executive Office
Office of Care Coordination
601 N. Ross Street, 5th Floor
Santa Ana, CA, 92701

ATTACHMENT

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ATTACHMENT 5

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SERVICE PLANNING AREAS

municipal, May 2017

EXHIBIT 1

Commission to End Homelessness
Homeless Service System Pillars Attestation



- 1. Provider recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

Initial TH

- 2. Provider acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

Initial TH

- 3. Provider acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

Initial TH

- 4. Provider recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

Initial TH

- 5. Provider attests the contract renewal submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Provider also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

[Signature]
(Signature Required)

12/15/2023
(Date)

**Commission to End Homelessness
Homeless Service System Pillars Attestation**



Providers shall Complete, Sign and Submit with Contract Renewal:

Please select which of the Homeless Service System Pillar(s) that applies to the services being renewed.

- PREVENTION
- OUTREACH & SUPPORTIVE SERVICES
- SHELTER
- HOUSING

Please provide a brief description to outline how your contract renewal meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this form.

The renewal of our contract meets all the principles and commitments of the Homeless Service System Pillar under the shelter category.

Our client centered approach to shelter promotes dignity, respect, and equal access. The services provided at the shelter are Low-Barrier and housing focused in compliance to the County Standard of Care. We worked in development and pre-development stages of the project to include design elements to support increased well-being of clients, such as the inclusion of separate space in the shelter for respite, privacy barriers between beds, separate ADA Gender inclusive restrooms, couple's dormitory, and pet-friendly facilities.

We recognize the importance of shelter, including the navigation center as a vital component in the system of care responding to the homeless crisis in our community.