

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF ORANGE HEALTH CARE AGENCY  
AND  
CITY OF COSTA MESA  
FOR BEHAVIORAL HEALTH BRIDGE HOUSING SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Health Care Agency (HCA) hereinafter referred to as "COUNTY," and the City of Costa Mesa, hereinafter referred to as "CITY". This MOU establishes the services to be provided and procedures for payment from COUNTY to CITY with Behavioral Health Bridge Housing (BHBH) funds. BHBH funding addresses the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions. COUNTY and CITY may be referred to individually as "Party" and collectively as "the Parties."

The relationship between COUNTY and CITY, with regards to this MOU, is based upon the following:

- 1) This MOU sets forth the services to be provided and procedures authorized by both the COUNTY's HCA Director and the CITY for BHBH services, for their respective employees to follow in providing services.
- 2) This is a financial MOU and is a legally binding agreement based on the promises of the Parties.
- 3) This MOU is authorized and provided for pursuant to the BHBH grant. COUNTY is responsible for administering the BHBH Grant in accordance with the State of California Department of Health Care Services.
- 4) CITY, through staffing and/or subcontracted provider(s), is to provide the services and activities described in this MOU that benefits persons who are experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD), pursuant to the guidelines set forth in this MOU. References to CITY throughout this MOU will include any services and activities provided through subcontracted provider(s).

1. TERM

1.1 The term of this MOU shall commence on March 27, 2024, and end on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 25 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality. COUNTY and CITY may mutually agree in writing to extend the term of this MOU for up to one additional year upon the same terms and conditions.

2. PURPOSE

2.1 The purpose of this MOU is to establish the procedure for administration of BHBH services and funding. BHBH services are to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions.

3. DEFINITIONS

3.1 Admission means documentation, by CITY, of completion of the entry and documents into Homeless Management Information System (HMIS).

3.2 Assessment means a service activity, which may include a clinical analysis of the history and current status of a Participant's mental, emotional, or behavioral disorder, relevant cultural issues and history, diagnosis, and the use of testing procedures.

3.3 Bed Day means one (1) calendar day which CITY provides services as described in Paragraph 5.2 of the MOU. A Bed Day will include the day of admission, but not the day of discharge. If admission and discharge occur on the same day, one (1) Bed Day will be counted.

3.4 BHBH means funding under the California Department of Health Care Services (DHCS) to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health

conditions, including a serious mental illness (SMI) and/or substance use disorder (SUD). The program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provides funding through June 30, 2027.

- 3.5 Bridge Housing means short- and mid-term interim housing with a goal to connect individuals to long-term housing stability.
- 3.6 Community Assistance, Recovery, and Empowerment (CARE) Act Program means Senate Bill (SB) 1338 (Chapter 319, Statutes of 2022) established the Community Assistance, Recovery, and Empowerment (CARE) Act (in effect January 1, 2023) to provide community-based behavioral health services and supports to Californians living with untreated schizophrenia spectrum or other psychotic disorders through a civil court process.
- 3.7 Continuum of Care (CoC) is a collection of non-profits and agencies that come together to promote community wide commitment to the goal of ending homelessness; promote access to and affect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
- 3.8 Case Management means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Participants and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the Participant in the assessment, determination of need and securing of adequate and appropriate living arrangements.
- 3.9 CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for program Participants and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.

- 3.10 Deed Restrictions means restriction on non-COUNTY-owned properties purchased or improved with BHBH program infrastructure funds. The deed restriction will stipulate that the property be used to provide bridge housing for individuals with serious behavioral health conditions. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant.
- 3.11 Homeless means an individual or family experiencing homelessness defined as any of the following:
- 3.11.1 An individual or family that lacks adequate nighttime residence
  - 3.11.2 An individual or family with a primary residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.
  - 3.11.3 An individual or family living in a supervised publicly or privately operated shelter designed to provide temporary living arrangements (including hotels and motels paid for by federal, state, or local government programs for low income individuals or by charitable organizations, congregate shelters, and transitional housing);
  - 3.11.4 An individual exiting an institution (including incarceration) into homelessness (regardless of length of stay in the institution);
  - 3.11.5 An individual or family who will imminently lose housing in next thirty (30) days
  - 3.11.6 Unaccompanied youth and homeless families and children and youth defined as homeless under other federal statutes
  - 3.11.7 An individual fleeing intimate partner violence, sexual assault, stalking, and other dangerous, traumatic, or life threatening conditions relating to such violence
- 3.12 Homeless Management Information System (HMIS) means a database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level

data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

- 3.13 Housing First is defined in WIC Section 8255 (d)(1)-(2)(A) as “the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and do not make housing contingent on participation in services.”
- 3.14 Housing Navigation means the process of assisting people in identifying housing options, resources, and services.
- 3.15 Housing Navigators means the staff that work with individuals to help them find, move in to, and retain affordable housing. They develop relationships with community partners, other service providers, agencies offering housing subsidies, and property owners and managers. Navigators assist Participants to eliminate or reduce barriers to housing.
- 3.16 Intake means the initial meeting between a Participant and CITY’s staff and includes an evaluation to determine if Participant meets program criteria and is willing to seek services.
- 3.17 Landlord Outreach means outreach and recruitment program to encourage property owners to consider renting to Participants. Landlord outreach may include the development of presentations, outreach materials, campaigns, incentives, and support to help properties meet the requirements of subsidizing agencies.
- 3.18 Licensed Clinician means a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT) who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625 for LCSW’s and CCR Title 9, Section 626 for LMFT’s.
- 3.19 Mid-Term means a stay in a bridge housing setting for a period between ninety (90) days and two (2) years, with the possibility of a one (1) year extension.

- 3.20 Mitigation Fund means funds to offset any damages caused by a Behavioral Health Bridge Housing program Participant and/or for use if an eviction should become necessary.
- 3.21 Outreach and Engagement means outreach and progressive engagement to offer and encourage an individual or family to enter the program.
- 3.22 Participant or Client means an individual enrolled in the BHBH program for services under the MOU.
- 3.23 PRA or California Public Records Act
- 3.24 Referral means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that Participant has made contact with the referred service.
- 3.25 Rental Assistance means short- or mid-term financial assistance or subsidies as part of an overall bridge housing strategy. Rental payments must be made to the landlord on behalf of the tenant in scattered-site or project-based housing.
- 3.26 Serious Behavioral Health Condition means the individual has one or more of the following:
- 3.26.1 Significant impairment, where “impairment” is defined as distress, disability, or dysfunction in social, occupational, or other important activities, including education and family relationships.
- 3.26.2 A reasonable probability of significant deterioration in an important area of life functioning.
- 3.26.3 A need for Specialty Mental Health Services, regardless of presence of impairment (for individuals under age 21).
- 3.26.4 The individual’s condition, as defined in 3.26.1 - 3.26.3 above, is due to either of the following:
- 3.26.4.1 A diagnosed mental and/or substance-related or addictive disorder, according to the criteria of the current editions of the Diagnostic and

Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems (ICD).

3.26.4.2 At least one diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders.

3.26.4.3 At least one suspected diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, or

3.26.4.4 The individual is a CARE Program participant, regardless of whether they meet the criteria in paragraphs above.

3.27 Service Planning Areas (SPA) means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.

3.28 Short-Term means a stay in a bridge housing setting that is less than ninety (90) days.

3.29 Specialty Mental Health Services (SMHS) means a county health plan designed for adults aged 21 and older. It offers more intensive and supportive services compared to those covered by a Managed Care Plan. To be eligible for SMHS, individuals must meet the following criteria:

3.29.1 The beneficiary has one or both of the following:

3.29.1.1 Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

3.29.1.2 A reasonable probability of significant deterioration in an important area of life functioning.

AND

3.29.2 The beneficiary's condition as described in paragraph (1) is due to either of the following:

3.29.2.1 A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems

3.29.2.2 A suspected mental disorder that has not yet been diagnosed.

3.30 Supportive Services means services necessary to help program Participants obtain and maintain housing, manage symptoms of serious behavioral health conditions, and support recovery and wellness.

3.31 U.S. Department of Housing and Urban Development (HUD) means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

3.32 CITY and COUNTY may mutually agree, in writing, to modify the Definitions Paragraph of the MOU.

4. POPULATION TO BE SERVED

4.1 CITY shall provide services to individuals eighteen years or older with serious behavioral health conditions, including serious mental illness (SMI) and /or substance use disorder (SUD), who are experiencing homelessness. Community Assistance, Recovery, and Empowerment (CARE) Program, Section 5982(b) to the Welfare and Institutions Code (WIC) stipulates that CARE Program participants be prioritized for any appropriate bridge housing funded by the BHBH program. CITY shall prioritize CARE Program Participants referred by COUNTY.

5. CITY RESPONSIBILITIES

5.1 CITY shall perform the services set forth in this MOU and will be responsible for



administering federal, state and local funds in a manner satisfactory to COUNTY and consistent with any required funding standards. All work shall be performed in compliance with all latest applicable codes, standards, and regulations and in compliance with Exhibit C, County of Orange Standards of Care for Emergency Shelter Providers. CITY shall include the requirement to comply with the County of Orange Standards of Care for Emergency Shelter Providers in all subcontracts and/or subrecipient agreements.

## 5.2 BHBH Program Activities

5.2.1 CITY shall contract directly with, make payments for, and collect applicable back-up documentation for all BHBH services provided by CITY staff or subrecipient(s) providing direct bridge housing service activities, contracts, service components, eligible costs and program requirements set forth in the BHBH Guidelines, including:

5.2.1.1 Program is based on Housing First principles and shall include voluntary supportive services for Participants. Consistent with the national Housing First model and WIC section 8255, abstinence from alcohol or other substances cannot be a requirement or prerequisite for housing funded by the BHBH program; the use of alcohol or other substances in and of itself cannot be grounds for eviction; services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and substance use disorder as a part of Participants' lives, where Participants are engaged in nonjudgmental communication regarding drug and alcohol use; and where Participants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the individual so chooses. However, when indicated, funding may be used to support recovery

residences and sober living environments for individuals with significant substance use disorder needs.

#### 5.2.1.2 Bridge Housing Outreach and Engagement

5.2.1.2.1 Outreach to individuals experiencing or at risk of experiencing homelessness, including, but not limited to street outreach, with a focus on engagement, building rapport, harm reduction, and linkage to behavioral health care and the BHBH program, including but not limited to , individuals not currently engaged in behavioral health services.

#### 5.2.1.3 Bridge Housing

5.2.1.3.1 Shelter/interim housing- is intended to be of short or mid-term duration while Participant(s) are preparing to move into longer-term housing options such as Permanent Supportive Housing (PSH) or other stable living situations.

#### 5.2.1.4 Housing Navigation Services

5.2.1.4.1 Housing navigation services support Participant in identifying available housing units and resources, completing housing applications and gathering documentation, as well as providing support through in-person or teleconference meetings relating to housing search and placements. When housing is secured, the program will assist Participant in understanding the lease, making moving arrangements and establishing utilities.

5.2.1.4.2 Housing navigation services includes facilitating access

and enrollment into the permanent housing programs of the Orange County Continuum of Care (CoC), including rapid rehousing, permanent supportive housing, housing choice vouchers, and special purpose housing choice vouchers. The program will provide access to CES for Participants and staff shall have regular attendance in the SPA specific CES meetings.

5.2.1.4.3 Housing navigation services includes transportation for Participants to support the housing search process, attend housing meetings, viewing and/or interviews.

5.2.1.4.4 Housing navigation services includes working with Participants to understand their housing preferences and needs and work with them to identify an appropriate sustainable housing placement.

5.2.1.5 Housing Navigation Allowable Expenses

5.2.1.5.1 Rental Assistance - Shall be short or mid-term rental assistance. Rental payments must be made to the landlord on behalf of Participant.

5.2.1.5.2 Bridge Housing Start-Up infrastructure - Funding used for start-up cost and to make facilities more available to individuals with serious behavioral health conditions. Funding is limited to \$75,000 per bed. All start-up infrastructure activities must be completed and beds made available by September 8, 2024.

5.2.1.5.3 Participant Assistance - Funds used to remove barriers and support Participants to meet their immediate housing needs.

- 5.2.1.5.3.1 Assist Participants to secure housing, and to find and coordinate housing and ancillary resources in the community. Ensure Participants have access/linkage to required apartment items (i.e., refrigerators) if not supplied by the landlord.
- 5.2.1.5.3.2 Assist Participants to locate household items.
- 5.2.1.5.3.3 Assist Participants to locate rental units and negotiate leases.
- 5.2.1.5.3.4 Assistance in the form of financial assistance for move-in costs and housing stabilization costs including security deposit, utility deposit, pet deposits, storage fees, moving costs and costs associated with making a home habitable.
- 5.2.1.5.4 Landlord Outreach and Mitigation - Funds to support engagement of property owners, which may include offering property owners supports and incentives. This could include a mitigation fund to reimburse owners in the event that a Participant damages a unit or to cover other unforeseen costs related to housing someone through the BHBH program.
- 5.2.1.6 CITY shall adhere to the rental assistance funds, participation and landlord outreach and mitigation, policies and procedures developed by COUNTY and submitted to the State.
- 5.2.2 CITY shall ensure that all program sites are well maintained and that food is supplied.
- 5.2.3 CITY shall ensure that one (1) or more staff will provide housing navigation

services as outlined above.

- 5.2.4 CITY shall work collaboratively with COUNTY to link Participants to supportive services and benefit acquisition. This includes assistance with obtaining records, transportation to appointments, and other activities that support and reduce barriers to services and benefits.

### 5.3 REPORTING

- 5.3.1 CITY shall submit monthly Expenditure and Revenue Reports to COUNTY. These reports will be on a form acceptable to, or provided by, COUNTY and will report the expended costs and revenues for CITY's program described in Paragraph 5.2 of the MOU. Such reports will also include total bed days and number of Participants by program. The reports will be received by COUNTY no later than the twentieth (20th) day following the end of the month being reported. CITY must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by COUNTY, the total extension will not exceed more than five (5) calendar days.

- 5.3.2 CITY shall submit monthly Year-End Projection Reports to COUNTY. These reports will be on a form acceptable to, or provided by, COUNTY and will report anticipated year-end actual costs and revenues for CITY's program described in Paragraph 5.2 of the MOU. Such reports will include actual monthly costs and revenue for previous months and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

- 5.3.3 PROGRAMMATIC REPORTS – CITY may be required to submit census reports to COUNTY as requested by COUNTY. These reports shall be on a form acceptable to, or provided by COUNTY. COUNTY may request additional program reports of CITY in order to determine the quality and nature of services provided hereunder. COUNTY will be specific as to the nature of information requested,

and may allow up to thirty (30) calendar days for CITY to respond to request.

5.3.4 DATA REPORTS

5.3.4.1 CITY shall enter data on the individuals and families served by the BHBH program into the local HMIS, as required by AB 977 (Gabriel, Chapter 397, Statutes of 2021). CITY shall report the following Individual Federal Partner Program Elements as defined by the United States Department of Housing and Urban Development (HUD), into HMIS:

- 5.3.4.1.1 Universal Data Elements (Items 3.01-3.917);
- 5.3.4.1.2 Common Data Elements (Items 4.02-4.20; and
- 5.3.4.1.3 HMIS Data Standards (Item W5)

5.3.4.2 CITY shall submit narrative and data reports that document progress towards outcomes to COUNTY quarterly and provide program updates and participate in monitoring and reimbursement review with COUNTY as requested. The metrics will include, but not be limited to, the following:

- 5.3.4.2.1 Number of people served
- 5.3.4.2.2 Demographic information;
- 5.3.4.2.3 CARE Program participants receiving BHBH supportive services; and
- 5.3.4.2.4 Bed-nights of bridge housing provided in each of the following:

Report	Year/Quarter	Period
1	Year 2, Quarter 3	3/27/2024 - 3/31/2024
2	Year 2, Quarter 4	4/1/2024 – 6/30/2024
3	Year 3, Quarter 1	7/1/2024 - 9/30/2024
4	Year 3, Quarter 2	10/1/2024 - 12/31/2024
5	Year 3, Quarter 3	1/1/2025 - 3/31/2025
6	Year 3, Quarter 4	4/1/2025 - 6/30/2025
7	Year 4, Quarter 1	7/1/2025 - 9/30/2025

<b>8</b>	Year 4, Quarter 2	10/1/2025 - 12/31/2025
<b>9</b>	Year 4, Quarter 3	1/1/2026 - 3/31/2026
<b>10</b>	Year 4, Quarter 4	4/1/2026 - 6/30/2026

5.3.5 ADDITIONAL REPORTS – CITY shall submit additional reports as reasonably required by COUNTY concerning CITY’s activities as they affect the duties and purposes contained in the MOU. COUNTY will provide CITY with at least thirty (30) calendar days’ notice if such additional reports are required, and shall explain any procedures for reporting the required information.

5.3.6 CITY shall report all special incidents to COUNTY and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the MOU. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior including arrests with or without conviction, or any other incident which may expose COUNTY or CITY to liability.

5.2.7 CITY and COUNTY may mutually agree, in writing, to modify the City Responsibilities Paragraph of the MOU.

5.4 CITY shall establish a Good Neighbor Policy, which shall be reviewed and approved by COUNTY. The policy shall include, but not be limited to, staff training to deal with neighboring business and resident complaints, and staff contact information made available to neighboring businesses and residents.

5.5 CITY shall maintain and preserve, until three years after termination of this MOU and final payment from COUNTY to CITY, and to permit COUNTY, DHCS or any duly authorized representative, to have access to, examine or audit, any pertinent books, documents, papers, and records related to this MOU and to allow interviews of any employees who might reasonably have information related to such records.

## 6. COUNTY RESPONSIBILITIES

6.1 COUNTY will act as a pass-through agency for BHBH funds. Except for COUNTY’s responsibility related to the BHBH program as set forth in this MOU, CITY is responsible

for BHBH program activities per BHBH program requirements as reasonably requested by or set by COUNTY.

6.2 COUNTY will have Licensed Clinicians partnering onsite to provide Participants therapeutic intervention, assessments, linkage to treatment and other clinical services as needed, in collaboration with CITY.

6.3 COUNTY will have a MOU monitor who will provide oversight of the services and responsibilities described in this MOU.

7. MUTUAL RESPONSIBILITIES

7.1 COUNTY and CITY are mutually responsible for

7.1.1 Participation in meetings to maintain regular communication. The frequency of the meetings will be mutually agreed upon by both Parties. Either Party may request additional meetings to address immediate concerns or when either Party feels the need for more frequent communication.

7.1.2 Working collaboratively to ensure programming and services are prioritizing the BHBH program goals and objective set forth by DHCS.

8. PERFORMANCE MEASURES AND OUTCOMES

8.1 CITY's performance shall be monitored and reviewed by COUNTY bi-annually, at the beginning of the fiscal year and middle of the year, or more frequently, as needed by COUNTY. CITY shall cooperate and assist COUNTY in monitoring performance. COUNTY will conduct case reviews as part of an on-going evaluation of CITY's performance.

8.2 The following are the Performance Outcomes that COUNTY will monitor:

8.2.1 Of Participants enrolled in the program during the reporting period, ninety percent (90%) of Participants will have an Individualized Housing and Service Plan within sixty (60) calendar days of program enrollment.

8.2.2 Of Participants enrolled in the program during the reporting period, ninety



percent (90)% of Participants will be connected to the Coordinated Entry System (CES) within sixty (60) calendar days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to place Participants in the community queue as fast as possible.

8.2.3 At minimum, fifty percent (50)% of Participants will be matched or transition to a permanent housing destination within two (2) year of enrollments in the program.

8.2.4 Ninety percent (90%) of Participants will report an increase in life well-being and life satisfaction within 12 months of program enrollment, to be measured by the HMIS Status Update/Annual Assessment Form.

8.2.5 Ninety percent (90%) of Participants will increase independent living skills within 12 months of program enrollment.

8.3 Performance evaluation meetings will be conducted by COUNTY as necessary.

8.4 CITY shall cooperate with COUNTY in providing the information necessary for monitoring this MOU and with authorized State representatives who may audit BHBH Program services.

9. BUDGET

9.1 The amount of BHBH funds allocated to CITY under this MOU for year 1, year 2, and year 3 are outlined below and shall be used for eligible BHBH expenses up to the not to exceed amount for such activities, as further explained below.

	Year 1 (3/27/24- 6/30/24)	Year 2 (7/1/24 – 6/30/25)	Year 3 (7/1/25 – 6/30/26)
Indirect	\$41,730	\$83,459	\$83,459
Salaries	\$73,029	\$146,058	\$146,058
Benefits	\$27,266	\$54,533	\$54,533

Services & Supplies	\$59,000	\$118,000	\$118,000
Subcontractors	\$285,001	\$570,001	\$570,001
Start-Up Costs	\$1,125,000	\$0	\$0
Total	\$1,611,026	\$972,051	\$972,051

10. STATEMENT OF COSTS

- 10.1 CITY shall submit an invoice, expenditure and revenue report, and detailed expense report to COUNTY monthly by the 20<sup>th</sup> of the month for the expended costs of services rendered under this MOU for reimbursement for an amount not to exceed the allowable costs for BHBH funds used.
- 10.2 COUNTY shall process monthly invoices no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- 10.3 CITY shall provide timely budgetary information upon request from COUNTY, for inclusion in the Annual Report, and any other required state reports and/or audits.
- 10.4 CITY shall comply with any and all state programmatic guidelines developed for the use of funds, including state subrecipient monitoring, reporting requirements, and audits.
- 10.5 CITY shall keep documentation in support of all purchases allowable under the BHBH funding.

11. FACILITIES:

- 11.1 It is mutually understood that CITY will provide services at the following facilities in addition to street outreach locations within City boundaries:  
3175 Airway Avenue, Costa Mesa, CA
- 11.2 CITY and COUNTY may mutually agree in writing to add, change, modify, or delete facility location(s) as necessary to best serve the needs of COUNTY and Participants to be served under this MOU.

12. NON-DISCRIMINATION

- 12.1 In the performance of this MOU, CITY agrees that it shall not engage nor employ any

unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of 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, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

12.2 CITY shall furnish any and all information requested by COUNTY and shall permit COUNTY access, during business hours, to books, records, and accounts in order to ascertain CITY's compliance.

12.3 Non-Discrimination in Service Delivery

12.3.1 CITY shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended.

13. SUBCONTRACTS

13.1 CITY shall not subcontract for services intended specifically for the 15 BHBH Participants under this MOU without the prior written consent of COUNTY. Subcontracts relating to general shelter operations shall not require COUNTY review or approval. If COUNTY consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CITY to COUNTY. All subcontracts must be in writing and copies of same shall be provided to COUNTY, CITY shall include in each subcontract any provision COUNTY may require.

13.2 CITY and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to examination and audit by COUNTY or designee, for a period of five (5) years or until any pending audit is completed.

14. CONFIDENTIALITY

14.1 All records and information concerning any and all persons referred to CITY by COUNTY or COUNTY's designee shall be considered and kept confidential by CITY's employees, agents, subcontractors, and all other individuals performing services under this MOU. CITY shall require all of its employees, agents, subcontractors, and all other individuals performing services under this MOU to sign an agreement with COUNTY before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.

14.2 CITY shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

14.3 CITY agrees that any and all subcontracts entered into for services under this MOU shall be subject to the confidentiality requirements of this MOU.

15. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

15.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including

commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

15.2 CITY may develop and publish information related to this MOU where all of the following conditions are satisfied:

15.2.1 COUNTY provides its written approval of the content and publication of the information prior to CITY publishing the information;

15.2.2 Unless directed otherwise by COUNTY, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal Government funds;

15.2.3 The information does not give the appearance that COUNTY, its officers, employees, or agencies endorse:

15.2.3.1 any commercial product or service; and,

15.2.3.2 any product or service provided by CITY, unless approved in writing by COUNTY; and

15.2.4 If CITY uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this MOU, CITY shall develop social media policies and procedures and have them available to COUNTY. CITY shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

## 16. INDEMNIFICATION

16.1 CITY agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,

including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by CITY pursuant to this MOU. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- 16.2 COUNTY agrees to indemnify, defend with counsel approved in writing by CITY, and hold CITY, and its elected and appointed officials, officers, employees, agents (“CITY INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by COUNTY pursuant to this MOU. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of CITY or CITY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

17. INSURANCE

- 17.1 Prior to the provision of services under this MOU, the Parties agree to either maintain a program of self insurance or carry commercial insurance at their own expense, including all endorsements required herein, necessary to satisfy the other Party that the insurance provisions of this MOU have been complied with. The Parties agree to keep such insurance coverage, Certificates of Insurance and if commercially insured endorsements on deposit with the other Party during the entire term of this MOU. In addition, all subcontractors performing work on behalf of a Party pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein.
- 17.2 Each Party shall ensure that all subcontractors performing work on its behalf pursuant to this MOU shall name the other Party as an Additional Insured and maintain insurance subject to the same terms and conditions as set forth herein for the Party contracting

them. The Parties shall not allow subcontractors to work if subcontractors have less than the level of coverage required of the contracting Party under this MOU. It is the obligation of the Parties to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by the Parties through the entirety of this MOU for inspection by the Other Party representative(s) at any reasonable time.

17.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000), shall specifically be approved by the Risk Manager of the other Party, or designee.

17.4 If a Party fails to maintain insurance acceptable to the other Party for the full term of this MOU, the other Party may terminate this MOU.

17.5 Qualified Insurer if commercially insured:

17.5.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com).

17.6 If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial rating.

17.7 The policy or policies of insurance maintained by CITY shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
General Liability to include: <ul style="list-style-type: none"> <li>• Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles (4 passengers or less)</li> </ul>	\$1,000,000 per occurrence  \$2,000,000 aggregate

<ul style="list-style-type: none"> <li>• Professional Liability Insurance</li> <li>• Sexual Abuse and Molestation</li> </ul>	
Workers' Compensation to include: <ul style="list-style-type: none"> <li>• Employer's Liability Insurance</li> </ul>	Statutory
Network Security & Privacy Liability	\$1,000,000 per occurrence

17.8 Required Coverage Forms

17.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

17.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

17.9 Required Endorsements

17.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

17.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming ***the other Party, its elected and appointed officials, officers, agents and employees*** as Additional Insured or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

17.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Party's insurance is primary and any insurance or self-insurance maintained by the other Party shall be excess and non-contributing.

17.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

17.9.2.1 An Additional Insured endorsement naming the other Party, ***its elected and appointed officials, officers, agents and employees*** as Additional Insured for its vicarious liability.



- 17.9.2.2 A primary and non-contributing endorsement evidencing that the CITY's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 17.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***other Party, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 17.11 All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 17.12 Each Party shall notify the other Party in writing within thirty (30) days' of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to the other Party. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the other Party may suspend or terminate this MOU.
- 17.13 If a Party's Professional Liability and/or Network Security and Privacy Liability policies are a "claims made" policy, the Party shall agree to the following:
- 17.13.1 The retroactive date must be shown and must be before the date of the MOU or the beginning of the MOU services.
- 17.13.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of MOU services.
- 17.13.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the MOU services, Party must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the MOU.
- 17.14 The Commercial General Liability policy shall contain a severability of interests clause

also known as a “separation of insured” clause (standard in the ISO CG 0001 policy).

- 17.15 Insurance certificates should be mailed to the other Party at the address indicated in Paragraph 222 of this MOU.
- 17.16 Failure of a Party to provide the insurance certificates and endorsements within seven (7) days of notification by the other Party, will result in a breach of this MOU.
- 17.17 Each Party expressly retains the right to require the other Party to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by the Risk Manager of each Party as appropriate to adequately protect the Party.
- 17.18 Each Party shall notify the other Party in writing of changes in the insurance requirements. If a Party does not deposit copies of acceptable certificates of insurance and endorsements with the other Party incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to the other Party and the Party shall be entitled to all legal remedies.
- 17.19 The procuring of such required policy or policies of insurance shall not be construed to limit a Party’s liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

18. SECURITY

18.1 Security Requirements

18.1.1 CITY agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. CITY represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to

protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

18.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

18.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of MOU services.

18.1.1.3 Control to prevent unauthorized access and to prevent CITY employees from providing COUNTY data to unauthorized individuals.

18.1.1.4 Firewall protection.

18.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CITY networks to external networks, when applicable.

18.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CITY further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

## 18.2 Security Breach Notification

18.2.1 CITY shall comply with Security Breach requirements as set forth in Exhibit A, Business Associate Agreement, and Exhibit B, Personal Information Privacy and Security Contract, attached to this MOU.

## 19. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

19.1 CITY shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

19.1.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against CITY and/or COUNTY.

19.1.2 Any third party claim or lawsuit filed against CITY arising from or relating to services performed by CITY under this MOU.

19.1.3 Any injury to an employee of CITY that occurs on COUNTY property.

19.1.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CITY under the term of this MOU.

20. RECORDS

20.1 Client Records

20.1.1 CITY shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY.

20.1.2 CITY shall keep all COUNTY data provided to CITY during the term(s) of this MOU for a minimum of five (5) years from the date of final payment under this MOU or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CITY requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, CITY shall relinquish control with respect to COUNTY data to COUNTY. CITY shall return all COUNTY data to COUNTY in the file format specified by COUNTY within thirty (30) calendar days of termination of MOU. CITY at its own expense shall erase, destroy, and render unreadable all data in its entirety remaining in CITY's (including any subcontractor's) possession and

any system CITY directly or indirectly uses or controls, and any copies thereof, but only after COUNTY data has been returned to COUNTY.

20.2 Public Records

20.2.1 To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. COUNTY shall not be liable for any such disclosure.

20.2.2 CITY shall promptly notify COUNTY of any California Public Records Act (PRA) requests CITY receives that is related to, or arising out of, this MOU, but In no event later than forty-eight (48) hours of receipt. CITY shall not respond to PRA requests without first notifying COUNTY. CITY shall provide its intended responses to COUNTY with adequate time for COUNTY to review, revise, and, if necessary, seek a protective order in a court of competent jurisdiction.

20.2.3 CITY shall promptly notify COUNTY of any requests CITY receives that in any way might reasonably require access to COUNTY data. CITY shall not respond to subpoenas, service of process, and other legal requests directed at CITY regarding this MOU without first notifying COUNTY, unless prohibited by law from providing such notification. CITY shall not respond to legal requests directed at COUNTY unless authorized in writing to do so by COUNTY.

21. PERSONNEL DISCLOSURE

21.1 This Paragraph 21 applies to CITY's personnel providing services funded through this MOU (herein referred to as "Personnel"). CITY's staff providing general shelter and/or outreach services which are not funded through this MOU are not included in this requirement.

21.2 CITY shall make available, upon COUNTY request as a result of State's request, a current list of all Personnel providing services hereunder. Changes to the list will be provided to COUNTY in writing. The list shall include:

- 21.2.1 Names of all Personnel by title, whose direct services are required to provide the programs described herein;
- 21.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;
- 21.2.3 The professional degree, if applicable, and experience required for each position; and
- 21.2.4 The language skill, if applicable, for all Personnel.
- 21.3 Where authorized by law, and in a manner consistent with California Government Code §12952, CITY shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this MOU.
- 21.4 Where authorized by law, CITY shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this MOU. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this MOU.
- 21.5 CITY shall ensure that clearances and background checks described in Subparagraphs 21.3 and 21.4 are completed prior to CITY's Personnel providing services under this MOU.
- 21.6 In the event a record is revealed through the processes described in Subparagraphs 21.3 and 21.4, COUNTY will be available to consult with CITY on appropriateness of Personnel providing services through this MOU.
- 21.7 CITY warrants that all Personnel assigned by CITY to provide services under this MOU

have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this MOU. CITY shall maintain records of background investigations and reference checks undertaken and coordinated by CITY for Personnel assigned to provide services under this MOU, for a minimum of five (5) years from the date of final payment under this MOU, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

21.8 CITY shall immediately notify COUNTY concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this MOU, when such information becomes known to CITY. COUNTY will be available to consult with CITY on appropriateness of Personnel providing services through this MOU.

21.9 COUNTY will be available to consult with CITY regarding Personnel performing work hereunder, and any proposed changes in CITY's Personnel.

21.10 CITY shall notify COUNTY within thirty (30) days when Personnel is terminated for cause from working on this MOU.

21.11 Disqualification, if any, of CITY Personnel, pursuant to this Paragraph 21, shall not relieve CITY of its obligation to complete all work in accordance with the terms and conditions of this MOU.

## 22. NOTICES

22.1 All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Health Care Agency

Procurement and Contract Services

405 W. 5<sup>th</sup> St. Ste. 600

Santa Ana, CA 92701

CITY: The City of Costa Mesa

Attn: Nate Robbins

77 Fair Drive

Costa Mesa, CA 92626

22.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

23. CONFLICT OF INTEREST

23.1 CITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to CITY, including CITY's employees, agents, and subcontractors associated with accomplishing work and services hereunder. CITY's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers from acting in the best interests of COUNTY. The CITY shall notify the Health Care Agency Chief Compliance Officer/Office of Compliance with any concern regarding conflict of interest.

24. POLITICAL ACTIVITY

24.1 CITY agrees that the funds provided herein will not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

25. TERMINATION

25.1 COUNTY may terminate this MOU without penalty, immediately with cause or after ninety (90) calendar days' written notice without cause, unless otherwise specified.



Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of CITY, discontinuance of the services for reasons within CITY's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU.

- 25.2 For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU ("Transition Period"), CITY agrees to cooperate with COUNTY in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to COUNTY without alteration. CITY also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 25.3 In the event of termination of this MOU, cessation of business by CITY, or any other event preventing CITY from continuing to provide services, CITY shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this MOU.
- 25.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY's Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.

25.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

26. SIGNATURE IN COUNTERPARTS

26.1 The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. CITY represents and warrants that the person executing this MOU on behalf of and for CITY is an authorized agent who has actual authority to bind CITY to each and every term, condition and obligation of this MOU and that all requirements of CITY have been fulfilled to provide such actual authority.

27. GENERAL PROVISIONS

27.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of CITY's agents or employees.

27.2 This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

27.3 This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

- 27.4 CITY warrants that it and its Personnel, described in Paragraph 21 of this MOU, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. CITY must notify COUNTY within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 27.5 In the performance of this MOU, CITY shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Health Care Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- 27.6 In the performance of this MOU, CITY may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.
- 27.7 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

28. COMPLIANCE

- 28.1 COMPLIANCE PROGRAM - COUNTY has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs, which is administered through the Health Care Agency Chief Compliance Officer/Office of Compliance.
- 28.1.1 COUNTY shall provide CITY with a copy of the policies and procedures relating to COUNTY's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 28.1.2 CITY has the option to provide COUNTY with proof of its own compliance program, code of conduct and any compliance related policies and procedures.

CITY's compliance program, code of conduct and any related policies and procedures shall be verified by COUNTY's Compliance Department to ensure they include all required elements by COUNTY's Compliance Officer as described in this Compliance Paragraph to this MOU. These elements include:

28.1.2.1 Designation of a Compliance Officer and/or compliance staff.

28.1.2.2 Written standards, policies and/or procedures.

28.1.2.3 Compliance related training and/or education program and proof of completion.

28.1.2.4 Communication methods for reporting concerns to the Compliance Officer.

28.1.2.5 Methodology for conducting internal monitoring and auditing.

28.1.2.6 Methodology for detecting and correcting offenses.

28.1.2.7 Methodology/Procedure for enforcing disciplinary standards.

28.1.3 If CITY does not provide proof of its own compliance program to COUNTY, CITY shall internally comply with COUNTY's Compliance Program and Code of Conduct. CITY shall submit to COUNTY, including a copy to Health Care Agency Chief Compliance Officer/Office of Compliance, within thirty (30) calendar days of execution of this MOU a signed acknowledgement that CITY will internally comply with COUNTY's Compliance Program and Code of Conduct. CITY shall have all identified Covered Individuals complete COUNTY's annual compliance training to ensure proper compliance.

28.1.4 If CITY elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by COUNTY, then CITY shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to COUNTY within thirty (30) calendar days of execution of this MOU and annually thereafter. COUNTY's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall

not exceed forty-five (45) calendar days, and determine if CITY's proposed compliance program and code of conduct contain all required elements to COUNTY's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. COUNTY shall inform CITY of any missing required elements and CITY shall revise its compliance program and code of conduct to meet COUNTY's required elements within thirty (30) calendar days after COUNTY's Compliance Officer's determination and resubmit the same for review by COUNTY.

28.1.5 Upon written confirmation from COUNTY's compliance officer that the CITY's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CITY shall ensure that all Covered Individuals relative to this MOU are made aware of CITY's compliance program, code of conduct, related policies and procedures and contact information for the COUNTY's Compliance Program.

28.2 SANCTION SCREENING – CITY shall screen all Covered Individuals employed or retained to provide services related to this MOU monthly to ensure that they are not designated as Ineligible Persons, pursuant to Paragraph 28.2.2 of this MOU. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by COUNTY.

28.2.1 For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of COUNTY. CITY shall ensure that all Covered Individuals relative to this MOU are made aware of COUNTY's Compliance

Program, Code of Conduct and related policies and procedures (or CITY's own compliance program, code of conduct and related policies and procedures if CITY has elected to use its own).

28.2.2 An Ineligible Person shall be any individual or entity who:

28.2.2.1 is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

28.2.2.2 has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

28.2.3 CITY shall screen prospective Covered Individuals prior to hire or engagement. CITY shall not hire or engage any Ineligible Person to provide services relative to this MOU.

28.2.4 CITY shall screen all current Covered Individuals and subcontractors monthly to ensure that they have not become Ineligible Persons. CITY shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CITY that they do not have any Ineligible Person in their employ or under contract.

28.2.5 Covered Individuals shall be required to disclose to CITY immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CITY shall notify COUNTY immediately if a Covered Individual providing services directly relative to this MOU becomes debarred, excluded or otherwise becomes an Ineligible Person.

28.2.6 CITY acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event

that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CITY becomes aware that a Covered Individual has become an Ineligible Person, CITY shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this MOU.

28.2.7 CITY shall notify COUNTY immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this MOU. COUNTY will determine appropriate repayment from, or sanction(s) to CITY for services provided by ineligible person or individual. CITY shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by COUNTY.

28.3 GENERAL COMPLIANCE TRAINING - COUNTY shall make General Compliance Training available to Covered Individuals.

28.3.1 CITY, if acknowledged to comply with COUNTY's Compliance Program, shall require completion by all Covered Individuals of the General Compliance Training when offered. If CITY's Compliance Program is approved by COUNTY's Compliance Officer, at a minimum CITY shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

28.3.2 Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

28.3.3 Such training will be made available to each Covered Individual annually.

28.3.4 COUNTY will track training completion while CITY shall provide copies of training certification upon request.

28.3.5 CITY shall be able to track and upon COUNTY's request, report to COUNTY the Covered Individuals who have taken the training.

- 28.3.6 Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. COUNTY shall provide instruction on group training completion while CITY shall retain the training certifications. Upon written request by COUNTY, CITY shall provide copies of the certifications.
- 28.4 SPECIALIZED PROVIDER TRAINING – COUNTY shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 28.4.1 CITY shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this MOU. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 28.4.2 Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
- 28.4.3 Such training will be made available to each Covered Individual annually.
- 28.4.4 COUNTY will track online completion of training while CITY shall provide copies of the certifications upon request.
- 28.4.5 Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. COUNTY shall provide instructions on completing the training in a group setting while CITY shall retain the certifications. Upon written request by COUNTY, CITY shall provide copies of the certifications.
- 28.5 MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS
- 28.5.1 CITY shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise



communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

28.5.2 CITY shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind. Any issues relating to fraud, waste and abuse are to be reported immediately to the CITY and to the COUNTY Health Care Agency Chief Compliance Officer/Office of Compliance.

28.5.3 CITY shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CITY shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

28.5.4 CITY shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

28.5.5 CITY shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the COUNTY.

28.5.6 CITY shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.

28.5.7 CITY shall comply with the provisions of the COUNTY's Cultural Competency Plan submitted and approved by the state. COUNTY shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).

28.6 Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the MOU on the part of CITY and grounds for COUNTY to terminate the MOU. Unless the circumstances require a sooner period of cure, CITY shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to COUNTY's right to

terminate this MOU on the basis of such default.

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: \_\_\_\_\_

Debra Baetz

County of Orange

Health Care Agency

Dated: \_\_\_\_\_

DocuSigned by:  
*Lori Ann Farrell Harrision*  
By: \_\_\_\_\_  
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Lori Ann Farrell Harrision

City Manager

City of Costa Mesa

Dated: 2/8/2024

Approved As To Form

HCA Counsel

County of Orange, California

DocuSigned by:  
*Brittany McLean*  
By: \_\_\_\_\_  
71CFE638662E411...

Deputy

Dated: 2/8/2024

EXHIBIT A  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF ORANGE HEALTH CARE AGENCY  
AND  
CITY OF COSTA MESA  
FOR BEHAVIORAL HEALTH BRIDGE HOUSING SERVICES

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B., shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CITY and COUNTY arises to the extent that CITY performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CITY certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in

compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CITY in the same manner as they apply to a covered entity (COUNTY). CITY agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CITY, and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

#### B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CITY's workforce in relation to the protection of that information.

2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CITY or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access PHI at CITY to another person authorized to access PHI at the CITY, or organized health care

arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

3) A disclosure of PHI where CITY or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CITY demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

2) The unauthorized person who used the PHI or to whom the disclosure was made;

3) Whether the PHI was actually acquired or viewed; and

4) The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CITY's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CITY.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CITY AS BUSINESS ASSOCIATE:

1. CITY agrees not to use or further disclose PHI COUNTY discloses to CITY other than as permitted or required by this Business Associate Contract or as required by law.

2. CITY agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CITY agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY.

4. CITY agrees to mitigate, to the extent practicable, any harmful effect that is known to CITY of a Use or Disclosure of PHI by CITY in violation of the requirements of this Business Associate Contract.

5. CITY agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CITY becomes aware. CITY must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. CITY agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CITY agree to the same restrictions and conditions that apply through this Business Associate Contract to CITY with respect to such information.

7. CITY agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CITY maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, CITY shall provide such information in an electronic format.

8. CITY agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CITY agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CITY agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CITY on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

10. CITY agrees to document any Disclosures of PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CITY agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CITY agrees that to the extent CITY carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CITY will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CITY receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CITY shall provide COUNTY with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.

14. CITY will notify COUNTY if CITY is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CITY is found guilty of a criminal



violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CITY has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CITY is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CITY shall make itself and any subcontractors, employees or agents assisting CITY in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CITY, except where CITY or its subcontractor, employee or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CITY agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

a. CITY does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Paragraph C; or

b. CITY does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

17. CITY shall work with COUNTY upon notification by CITY to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CITY shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY. CITY shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CITY's operations and the nature and scope of its activities.

2. CITY shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CITY will provide COUNTY with its current and updated policies upon request.

3. CITY shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY. CITY shall protect paper documents containing PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed under Paragraphs E, below;

b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CITY shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CITY agree through a contract with CITY to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

5. CITY shall report to COUNTY immediately any Security Incident of which it becomes aware. CITY shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. CITY shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

#### E. DATA SECURITY REQUIREMENTS

##### 1. Personal Controls

a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CITY's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.

b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CITY's privacy policies and procedures, including termination of employment where appropriate.

c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CITY

shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.

d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CITY shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the COUNTY.

b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is

128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CITY’s locations to another of CITY’s locations.

e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI

can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### 3. Audit Controls

a. System Security Review. CITY must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### 4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CITY must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. Data Backup Plan. CITY must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CITY except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.



f. Mailing. Mailings containing PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , CITY shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CITY as of the first day on which such Breach is known to CITY or, by exercising reasonable diligence, would have been known to CITY.

b. CITY shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CITY, as determined by federal common law of agency.

2. CITY shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CITY's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

3. CITY's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CITY to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CITY is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CITY is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CITY to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CITY is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CITY shall have the burden of demonstrating that CITY made all notifications to COUNTY consistent with this Paragraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CITY shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CITY shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CITY's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8. CITY shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after

the last report to COUNTY. CITY shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CITY, CITY shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CITY

1. CITY may use or further disclose PHI COUNTY discloses to CITY as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CITY may use PHI COUNTY discloses to CITY, if necessary, for the proper management and administration of CITY.

b. CITY may disclose PHI COUNTY discloses to CITY for the proper management and administration of CITY or to carry out the legal responsibilities of CITY, if:

1) The Disclosure is required by law; or

2) CITY obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CITY of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CITY may use or further disclose PHI COUNTY discloses to CITY to provide Data Aggregation services relating to the Health Care Operations of CITY.

2. CITY may use PHI COUNTY discloses to CITY, if necessary, to carry out legal responsibilities of CITY.

3. CITY may use and disclose PHI COUNTY discloses to CITY consistent with the minimum necessary policies and procedures of COUNTY.

4. CITY may use or disclose PHI COUNTY discloses to CITY as required by law.

#### H. PROHIBITED USES AND DISCLOSURES

1. CITY shall not disclose PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CITY shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CITY or CITY creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

#### I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CITY of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CITY's Use or Disclosure of PHI.

2. COUNTY shall notify CITY of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CITY's Use or Disclosure of PHI.

3. COUNTY shall notify CITY of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CITY's Use or Disclosure of PHI.

4. COUNTY shall not request CITY to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

#### J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY's knowledge of a material breach or violation by CITY of the requirements of this Business Associate Contract, COUNTY shall:

- a. Provide an opportunity for CITY to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the MOU, if CITY is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the MOU is feasible.

2. Upon termination of the MOU, CITY shall either destroy or return to COUNTY all PHI CITY received from COUNTY or CITY created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CITY.

b. CITY shall retain no copies of the PHI.

c. In the event that CITY determines that returning or destroying the PHI is not feasible, CITY shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CITY shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CITY maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the MOU.

EXHIBIT B  
TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF ORANGE  
AND  
CITY OF COSTA MESA  
FOR BEHAVIORAL HEALTH BRIDGE HOUSING SERVICES

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CITY from the COUNTY or DHCS or acquired or created by CITY in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

#### B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CITY. Except as otherwise indicated in this Exhibit, CITY may use or disclose DHCS PI only to perform functions, activities, or

services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.

2. Responsibilities of CITY

CITY agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CITY shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CITY's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CITY will provide COUNTY with its current policies upon request.

c. Security. CITY shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CITY shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit A to the MOU; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3) If the data obtained by CITY from COUNTY includes PII, CITY shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services



Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CITY also agrees to ensure that any of CITY's agents or subcontractors, to whom CITY provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CITY with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CITY of a use or disclosure of DHCS PI or PII by CITY or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CITY's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CITY subcontracts any activities under the MOU that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CITY receives DHCS PII, upon request by COUNTY and/or DHCS, CITY shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the MOU, CITY agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

or security incident. CITY agrees to give notification of any breach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit A to the MOU.

i. Designation of Individual Responsible for Security. CITY shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

EXHIBIT C  
TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF ORANGE  
AND  
CITY OF COSTA MESA  
FOR BEHAVIORAL HEALTH BRIDGE HOUSING SERVICES  
COUNTY OF ORANGE  
STANDARDS OF CARE  
FOR EMERGENCY SHELTER PROVIDERS

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## 1.1. Standards of Care for Emergency Shelter Providers

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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

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### 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.

#### 1. 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](mailto: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.

## 2. 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.

### 3. 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](mailto:DOCchambers@cacd.uscourts.gov) or contacting the Elder Law and Disability Rights Center at (714) 617- 5353 or [info@eldrcenter.org](mailto: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;<sup>1</sup>
- 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.

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<sup>1</sup> 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

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### 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

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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

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### 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

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### 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

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**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:

**4. 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**



5. **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:

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

7. 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**

8. Full Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

9. Phone: \_\_\_\_\_ Email: \_\_\_\_\_

10. Other means of contact: \_\_\_\_\_

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

**Grievance Information**

12. Date of the grievance incident: \_\_\_\_\_

13. 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](mailto: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 4

County of Orange
County Executive Office
Office of Care Coordination Grievance Appeal Form



The County of Orange (County) is committed to supporting resolutions for participants that have grievances with County-funded shelter operators. The Grievance Appeal Form is designed for Participants that are looking to appeal a shelter operator's grievance and/or appeals determination and requesting the County's review to assess:

- 15. Shelter operator's receipt and process of your grievance was done in compliance with stated program policies and procedures.
16. The written decision by the shelter operator is not in conflict with the established County Standards of Care requirements or any other contractual requirement.

The County will contact participants within three (3) business days of receiving the completed Grievance Appeal Form.

Complete the following information to the best of your ability. Please print.

Full Name (First and Last Name): \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Other means of contact: \_\_\_\_\_

Name of the Shelter Operator or Shelter Program: \_\_\_\_\_

Have you completed the shelter operator's grievance process (please mark box)? [ ] Yes [ ] No

Comments (if needed): \_\_\_\_\_

Have you completed the shelter operator's appeal process (please mark box)? [ ] Yes [ ] No

Comments (if needed): \_\_\_\_\_

Table with 1 column and 15 rows. Header: Appeal Description. Text: Please briefly explain what concerns you have with the shelter operator's grievance and appeal decision. If you need additional space, please utilize the back of the paper or attach additional pages.



**County of Orange County  
Executive Office  
Office of Care Coordination Grievance Appeal Form**



<b>Desired Outcome</b> <i>State what you would like to see happen with regard to this appeal.</i>

<b>Additional Space</b>

17. Participant's \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Please submit a completed form by email or mail at the addresses below:**

**Email:** [OCshelterfeedback@ocgov.com](mailto:OCshelterfeedback@ocgov.com)

**Mailing Address:** Office of Care Coordination  
601 N. Ross Street, 5<sup>th</sup> Floor Santa Ana, CA, 92701

<b>Administrative Use Only</b>		Internal Log # _____
Name of staff reviewing appeal: _____	Staff position: _____	
Date staff received form: _____		
<b>Actions:</b>		
<input type="checkbox"/> Referred participant back to shelter provider.	Reason: _____	
<input type="checkbox"/> Grievance appeal review.	Due date: _____	

# **ATTACHMENT B**

ATTACHMENT B



