

Contract MA-017-26010919
For
Yale Navigation Center Operations and Services
Between
County Executive Office - CPO
And
PATH



**MA-017-26010919
BETWEEN
COUNTY OF ORANGE
AND
PATH
FOR
YALE NAVIGATION CENTER
OPERATIONS AND SERVICES**

This Contract MA-017-26010919 for County Emergency Shelter Operations and Services (ESOS) at the Yale Navigation Center (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”), and PATH, a California Non-Profit (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments and Exhibit, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Business Associate Contract

Exhibit I – Homeless Pillars Attestation

Exhibit II – Orange County Standards of Care for Emergency Shelters

Exhibit III – Good Neighbor Policy

Exhibit IV – Leasehold Terms

Exhibit IV – Attachment 1 – Description of Premises

Exhibit IV – Attachment 2 – Aerial Photography of Premises

Exhibit IV – Attachment 3 – Maintenance Matrix

RECITALS

WHEREAS, Contractor and County are entering into this Contract for County Emergency Shelter Operations and Services at the Yale Navigation Center under a schedule of fees Contract; and,

WHEREAS, County solicited Contract for County Emergency Shelter Operations and Services at the Yale Navigation Center as set forth herein, and Contractor represented that it is qualified to provide County Emergency Shelter Operations and Services at the Yale Navigation Center to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide County Emergency Shelter Operations and Services at the Yale Navigation Center to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment A; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for County Emergency Shelter Operations and Services at Yale Navigation Center with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. REFERENCED CONTRACT PROVISIONS

Term: July 1, 2026 through June 30, 2029
 Period 1: FY 26-27 July 1, 2026 through June 30, 2027
 Period 2: FY 27-28 July 1, 2027 through June 30, 2028
 Period 3: FY 28-29 July 1, 2028 through June 30, 2029

Maximum Obligation: \$30,346,429
 Period 1: **\$9,820,851**
 Period 2: **\$10,115,476**
 Period 3: **\$10,410,102**

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

Contractor’s Tax ID Number: 95-3950196

Contractor’s DUNS Number: 847856390

Contractor’s Unique Entity Identifier Number: J8T8GCB291E9

Notices to County and Contractor:

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

Contractor: PATH
 340 N. Madison Ave.
 Los Angeles, CA 90004
 (323) 644-2200
PATHContractsAdministration@epath.org

II. GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract 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 Contract, 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 adjudication to another county.

2. **Entire Contract:**

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. **Amendments:**

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. **Taxes:**

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. **Delivery:**

Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services that do not conform to the prescribed scope of work. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

6. **Acceptance Payment:**

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. **Warranty:**

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. **Patent/Copyright Materials/Proprietary Infringement:**

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. **Assignment:**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. **Non-Discrimination:**

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

11. **Termination:**

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. **Consent to Breach Not Waiver:**

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. **Independent Contractor:**

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor 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 exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment

eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services here under in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act,

California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

III. INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its 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 Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor 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 Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance 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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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 ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

\$1,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage Forms

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

Required Endorsements

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

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.
- B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

4. **Automobile Liability including coverage for owned, non-owned and hired vehicles**

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage Forms

The 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.

5. **Workers' Compensation**

Minimum limits and coverage

Statutory

Required Endorsements

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state *As Required by Written Contract*.

6. **Employers Liability Insurance**

Minimum limits and coverage

\$1,000,000 per accident or disease

7. **Professional Liability**

Minimum limits and coverage

\$1,000,000 per claims-made or occurrence; \$1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

- C. 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 contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

8. **Sexual Misconduct**

Minimum limits and coverage

\$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

- I. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- II. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- III. 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 contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

9. **Employee Dishonesty (Client Coverage)**

Minimum limits and coverage

\$100,000 per occurrence

(Limit commensurate limit with exposure)

Required Endorsements

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

IV. ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:**

This Contract specifies contractual terms and conditions by which County will procure Services Coordination, Permanent Housing Delivery, and County Emergency Shelter Operations and Services at Yale Navigation Center Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. **Term of Contract:**

The initial term of this Contract shall become effective July 1, 2026, and shall continue through June 30, 2029, unless otherwise terminated as provided herein.

3. **Renewal:**

This Contract may be renewed by mutual written agreement of both Parties for two (2) years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Adjustments – Scope of Work:**

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

5. **Bills and Liens:**

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article “Indemnification” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. **Breach of Contract:**

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- C. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. **Civil Rights:**

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title 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; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. **Conflict of Interest – Contractor’s Personnel:**

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’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.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

12. Contractor Personnel – Reference Checks:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

13. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

14. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

15. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

16. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its 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" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description,

quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

17. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

18. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. The Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days

after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

20. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

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

21. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

22. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

23. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

24. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the

Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

25. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

26. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

27. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

28. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

29. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set

forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

30. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

31. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

32. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

33. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

34. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

| | |
|-------------|--|
| Contractor: | PATH |
| Attn: | Jennifer Hark Dietz |
| Address: | 340 N Madison Ave Los Angeles, CA 90004 |
| Phone: | (323) 328-6822 |
| Email: | PATHContractsAdministration@epath.org |

| | |
|---|--|
| County's Project Manager: County Executive Office/Office of Care Coordination | |
| Attn: | Karen Betances |
| Address: | 400 W. Civic Center Drive Santa Ana, CA 92701 |
| Phone: | (714) 834-2184 |
| Email: | karen.betances@ceo.oc.gov |

| | |
|--|--|
| cc: County Executive Office - Office of Care Coordination/Procurement Services | |
| Attn: | Eric Axe, County DPA |
| Address: | 400 W. Civic Center Drive Santa Ana, CA 92701 |
| Phone: | (714) 834-7273 |
| Email: | eric.axe@ceo.oc.gov |

SIGNATURE PAGE


IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

PATH, A CALIFORNIA NON-PROFIT CORPORATION

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

DocuSigned by:

 E0D0F3C91DCE483...
 Signature

| | | | |
|--------------|--------------|-----------------------|-----------|
| Tescia Uribe | Tescia Uribe | Chief Program Officer | 2/24/2026 |
| Signature | Name | Title | Date |
| Signature | Name | Title | Date |

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

| | | | |
|-----------|------|--------------------------|------|
| | | Deputy Procurement Agent | |
| Signature | Name | Title | Date |

Approved as to form:

Signed by:

 1C7F36B7FBD6450...
 Signature

| | | | |
|----------------------|----------------------|--------|-----------|
| CHRISTOPHER ANDERSON | CHRISTOPHER ANDERSON | Deputy | 2/24/2026 |
| Signature | Name | Title | Date |

ATTACHMENT A – SCOPE OF WORK

A. Scope Of Services

1. Overview

- a. The Yale Navigation Center located at 2229 S. Yale Street, Santa Ana, will provide emergency shelter services for up to 425 men, women, adult households and couples experiencing homelessness in the Central Service Planning Area (SPA) in Orange County. The Yale Navigation Center Shelter Operations and Services (Program) will include a multi-service center that provides supportive and stabilizing services that meet the complex need of Participants. The Yale Navigation Center will provide a trauma informed, and evidence-based sheltering program that re-integrates Participants back into the community through case management and linkage to permanent housing.
- b. Contractor shall perform all services set forth in the Program description and will be responsible for administering the Program funded with federal, state and local funds, described as follows, in a manner satisfactory to the County and consistent with any required funding standards. All work shall be performed in accordance and compliance with all latest applicable codes, standards, and regulations and guidelines established within the County of Orange’s Standards of Care for Emergency Shelters (Standards of Care). The Contractor of the Yale Navigation Center shall:
 1. Enter into a three (3) years operational renewal Contract with the County to operate and provide services associated with the Yale Navigation Center Shelter Operations and Services.
 2. Maintain a lease agreement with the County for the Yale Navigation Center. The lease shall be for three (3) years with two (2) one-year extension period on the same terms and conditions of the lease unless the County or Contractor gives the other written notice of its intention to not extend the lease.
 3. Operate in accordance with the Standards of Care, a comprehensive set of administrative, operational, and facility-based standards designed to support the quality and consistency of Program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations. In accordance with the Standards of Care reporting requirements, all related reports, logs and data must be compiled, updated and provided to the County within the required timeframes.
 4. Leverage County funds with other private funding and/or resources for operations; may also include services received on an in-kind basis by Contractor and/or other community partners. Contractor’s contract with CalOptima Health for CalAIM will be leveraged to serve 100 Participants of the Program.

2. Program Description Summary

- a. The Program is designed to be low barrier by having minimal eligibility criteria required at Program entry. The Program should be equipped to continue to serve participants who may have extensive behavioral, physical, or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general management, case management, operational management, and security services. The Programs will assist participants experiencing homelessness in accessing the most appropriate services and resources across the Homeless System of Care, including behavioral health, healthcare, local benefits and mainstream services, housing navigation, and providing advocacy and support as necessary. The

Program will follow housing first principles and incorporate evidence-based approaches such as motivational interviewing, critical time intervention, progressive engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability. The Program is to be implemented in a manner that increases equitable service access across Orange County. The Program shall include the following services at minimum:

- b. Receive referrals from the Coordinated Entry System (CES) Bed Reservation System and from County approved referral agencies such as law enforcement, street outreach teams, and other County departments. There shall be at minimum, one (1) staff member dedicated to overseeing and answering the referral contact number at all times. Referral contact numbers shall be communicated to all referring agencies to ensure prompt communication. The referral means of contact will be answered 24 hours a day, 7 days a week.
- c. Intake and assessment to engage and enroll persons referred by CES Access Points and County approved referral agencies, who would benefit from an emergency shelter intervention to overcome their homelessness, understanding the history of participation in other homeless service assistance Program and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meet the Participant's needs.
- d. Provision of essential services at the Program must include a safe and habitable sleeping location and amenities to meet basic personal needs.
- e. Housing-focused case management to support Participants with locating housing options that meet the Participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the Individualized Housing and Service Plan. Case management services will be provided to Participants with a goal of once weekly and a minimum of once every two weeks. Case management services, attempts to meet with the Participants and pertinent case notes will be documented in the Homeless Management Information System (HMIS) within a 72 hour timeframe.
- f. Housing navigation services to support the Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements. Housing Navigation services will be documented in HMIS within a 72-hour timeframe.
- g. Function as a CES Access point to support Participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.
- h. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.
- i. Services will be recorded in the HMIS in accordance with the adopted Homeless Management Information System (HMIS) Policies and Procedures.
- j. The Program will operate twenty-four (24) hours a day, seven (7) days a week, year-round, with in-person staff coverage.
- k. The Program will be required to execute all items and reporting timeframes within the Standards of Care including but not limited to, Reasonable Accommodations, Grievances & Appeals, and Exit reporting.

- l. Contractor will develop and implement a pet policy that accommodates Participants with pets. The pet policy should detail the Participants' responsibilities related to the handling and caring of the pet.
 - m. Contractor, pursuant to requirements set forth in this Scope of Services and consistent with federal and/or state funding requirements, shall provide Emergency Shelter Operations and Services for adult individuals experiencing homelessness in the Central SPA of Orange County for the term of this Contract.
3. Eligible Population to be Served
- a. Contractor is to provide services to individuals experiencing homelessness in the Central SPA of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homelessness. The target population for Yale Navigation Center will be defined by U.S. Department of Housing and Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.
 - b. Individuals seeking shelter will be screened for open felony warrants and status as a registered sex offender during the referral process.
4. Referrals and Bed Reservations
- a. Referrals to the Yale Navigation Center will be made utilizing the HMIS Bed Reservation System and from County approved referral agencies such as law enforcement, street outreach teams, and other County departments.
 - b. The Contractor shall maintain an active alternative referral process using a phone number and e-mail, 7 days per week at any given moment to ensure additional referrals and intakes for those not matched through the Bed Reservation System. There shall be at all times, a minimum of one dedicated staff member to oversee the alternative referral process, which includes the phone line and e-mail responses and communication. Responses and further intake coordination should be provided to referring agencies within a 30-minute window to ensure successful referrals into the Program.
 - c. The Contractor shall be flexible with referrals and completing intakes 24 hours a day, 7 days a week to ensure potential referrals enter shelter upon need. The Contractor shall schedule no less than 10 potential referrals per day based on bed availability and/or any mitigating circumstances such as illness outbreak, etc., as previously communicated and approved by the County. Although there is consideration for multiple intakes at one time, potential new Participants are welcomed on-site and if intakes need to be delayed, those potential new Participants shall be allowed to access the site and services until Contractor is ready to complete the intake. Intake needs to be completed within a reasonable time of arriving on-site to avoid referring agencies and potential new Participants from waiting.
 - d. The Contractor shall maintain open communication with all referring agencies to ensure a smooth process into the Program for those eligible individuals, including flexibility on the scheduled intake time as needed.
 - e. The Contractor will track all established set aside, direct referral and Bed Reservation referrals and provide an update to the County daily.
5. Use of Funds
- a. The funds allocated to the Contractor through this contract will support the provision of emergency shelter services and enhanced supportive services to increase linkages to

permanent housing. The funds for this contract may include federal, state and local funds which eligible activities would align with the provision of services and operations of the Yale Navigation Center. Contractor will leverage CalAIM services, to reduce the budget burden on the County by utilizing other funding sources, included but not limited to any provided on reimbursement basis by CalOptima Health funded housing navigation, to supplement the cost of onsite case management. The Contractor shall engage and actively enroll at minimum 100 eligible program Participants to CalAIM and/or other services and ensure services are documented and reimbursement is eligible for such services.

- b. Funds shall be used to provide contracted services and operations of the Program. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency shelter services to Participants and assist in transitioning to permanent housing as quickly as possible.
- c. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the housing process. Program staff shall operate in accordance with non- discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.
- d. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low- barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.

6. Reporting

- a. Contractor is required to submit reporting on a daily, weekly and monthly basis in a form acceptable to the County. The reporting shall support the County in evaluating the Contractor’s performance as it is related to Participant data, program referral and linkages, and units of services. Contractor will provide the County with a monthly report that utilizes CalOptima Health data to reflect the progress made towards achieving the housing navigation services goal, funded by the CalOptima Health grant, established between the Contractor and the County. The monthly report reflecting housing navigation services funded by CalOptima Health grants, will include all Program Participants the Contractor is receiving reimbursement for by CalOptima Health.
- b. Contractor will be required to utilize HMIS to comply with HUD’s data collection, management, and reporting standards and to collect client-level data and data on the provision of housing and services to homeless individuals at the Yale Navigation Center.

B. Target Population and Eligibility Requirements

The target population for Program will be defined by U.S. Department of Housing and Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the Final Rule on “Defining Homeless” (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

- 1. Category 1: Literally Homeless
 - a. Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - b. Has a primary night-time residence that is a public or private place not meant for human habitation;
 - c. Is living in a publicly or privately operated shelter designated to provide temporary living

- arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or
- d. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. Category 4: Fleeing/Attempting to flee Domestic Violence. Any individual who:
 - a. Is fleeing, or is attempting to flee, domestic violence
 - b. Has no other residence; and
 - c. Lacks the resources or support networks to obtain other permanent housing
 3. Additionally, to meeting the homelessness definition as described above, individuals Seeking shelter in the Central Service Planning Area (SPA) will be screened for open felony warrants and status as a registered sex offender. If an individual has an open felony warrant(s) or is a registered sex offender, they will not be eligible for the Program.
 4. Program will work collaboratively with referring partners that have been established by County as set aside beds within the Program. These Participants will be strategically identified by those referring partners to ensure the referral process into those beds is efficient and serves the individual's needs.

C. Description Of Services

1. Essential Requirements – Contractor shall:
 - a. The Program will operate twenty-four (24) hours a day, seven (7) days a week, year- round to ensure availability and accessibility for Individuals experiencing homelessness at any given moment.
 - b. Maintain a holiday schedule consistent with County's holiday schedule, unless otherwise approved, in advance and in writing, by Administrator. The holiday schedule should still maintain adequate and minimum staffing levels as set forth by this Contract as the Program operates regardless of holiday programming.
 - c. Operate the Program to include flexibility to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors, in order to eliminate barriers to accessing services.
 - d. Have a 24-hour contact available to Program staff for emergency purposes and communication policies and procedures in place to notify County as appropriate.
 - e. Have a 24-hour contact available to County for emergency purposes and to coordinate response as appropriate.
 - f. Staffing levels shall maintain at a minimum of four (4) staff on site at all times to ensure safety and access for staff and Participants at any given moment.
 - g. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Participant information and PII private, confidential, secure, etc.
 - h. Manage the facility as set forth herein and in the lease agreement with the County for Yale Shelter, and perform all tasks consistent with Table 1, attached hereto.
 - i. Participate in County community events as directed by the Office of Care Coordination to

provide appropriate services to and support the target population.

2. Administrative Management Tasks – Contractor shall:
 - a. Work in partnership with County to deliver the services as outlined in the Program by being responsive to the needs of the household eligible for services.
 - b. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management plan, staff responsibilities and staff coordination.
 - c. Track Program costs and ensure eligibility for payment within the funding requirements.
 - d. Operate, maintain, coordinate, and staff the resources of the Program.
 - e. Coordinate with County agencies to provide appropriate supportive services to Participants including but not limited to County Executive Office (CEO), Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).
 - f. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technological solutions such as teleconferencing and videoconferencing.
 - g. Enter Program data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.
 - h. Continue to execute a transportation plan that meets the needs of the program participants through various methods such as a continuous shuttle, shared transportation options; Uber, Lyft, taxi, etc.
 - i. Continue to execute a good neighbor policy that supports the surrounding area and community. This includes continuing to be responsive to community concerns, providing education, and engaging stakeholders to ensure the good neighbor policy is executed as contracted.
 - j. Hold a minimum of bi-weekly community meetings with program participants to remind them of program rules and expectations as well as receive customer satisfaction feedback.
 - k. Maintain high food standards by providing nutritional and diverse meals to Participants. Contractor must be able to accommodate reasonable dietary needs of Participants. A proposed monthly menu must be submitted to the County for review. The Contractor shall manage the budget for food costs and ensure alignment with the negotiated budget to avoid over expenditures related to food.
 - l. Execute all items within the Standards of Care which provide a comprehensive set of administrative, operational, facility-based standards designed to support the quality, and consistency of program operations, evidence-based Participant services, core organizational/administrative functions, and facility design/operations.
 - m. Keep and maintain the Facility and all improvements now or hereafter constructed and installed on the Facility in good order, condition, and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects and adhere to the Maintenance Obligation Table.
 - n. Keep facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. See Exhibit B: Yale Maintenance Responsibility Exhibit IV,

Attachment 3, for Contractor and County maintenance responsibilities. The Contractor shall manage the budget for janitorial and maintenance costs and ensure alignment with the negotiated budget to avoid over expenditures related to janitorial and maintenance costs.

- o. Staff will be responsible for regularly tracking beds, property, pets, medication, and case management needs. Contractor will execute a daily bed count at minimum two times a day. The bed counts will be logged and verified by supervising staff and audited by Management.
- p. Staff will ensure Participants who are not present for the bed count are documented so appropriate follow-up may be conducted to ensure the Participant is located or engaged within 72 hours. Contractor will follow policies and procedures protocol established for individuals not utilizing the Program as intended.
- q. Maintain doors and locks in good working order, inform the County of major issues of doors and locks, and the County may address issue at the County's discretion (see Exhibit IV, Attachment 3).
- r. Maintain gates and exit doors in good working order, inform the County of major service and repair needs, and the County will address maintenance and repair for reasonable wear and tear of gates and exit doors (see Exhibit IV, Attachment 3).
- s. Maintain electrical repair/replacement of desk/lamp light bulbs, switches, outlets, etc. Contact the County to address electrical repair/replacement of overhead lighting fixtures, ceiling bulbs, ballasts, and lighting controls (see Exhibit IV, Attachment 3).
- t. Keep and maintain landscaping and hardscaping (see Exhibit IV, Attachment 3).
- u. Be responsible for addressing plumbing issues, such as clogs and leaks, etc. The County will address plumbing issues that impact major internal plumbing components of the plumbing system unrelated to external fixtures (see Exhibit IV, Attachment 3).
- v. Be responsible for upkeep and maintaining the windows as needed. County is responsible for replacing or repairing major damage to the windows upon request of Contractor (see Exhibit IV, Attachment 3).
- w. Maintain and repair wall, floor, or ceiling- mounted fixture elements (shower heads, shower benches, kitchen cabinets, sinks, toilets, etc.) (see Exhibit IV, Attachment 3).
- x. Maintain a good neighbor policy that supports the surrounding area and community by being responsive to community concerns, providing education, and engaging stakeholders to ensure the good neighbor policy balances the needs of the surrounding community and the individualized needs of Participants residing in the shelter. The Good Neighbor Policy shall include bi-annual community feedback meetings led by the Contractor, identified staff to respond to outreach concerns in the defined good neighbor zone, and an email address and phone number to be distributed to the community for questions and concerns about operations. (See Exhibit III),

D. Operations Of Yale Navigation Center

- 1. Emergency Shelter Operations and Services - Contractor is responsible for the provision of Emergency Shelter Operations and Services to eligible Participants experiencing homelessness in Orange County. Emergency Shelter Operations and Service costs must be eligible and necessary to provide safety, temporary shelter services, access to essential services and to help the Participant move as quickly as possible into permanent housing. Contractor shall conduct:
 - a. The Program will operate at: Yale Navigation Center located at 2229 S. Yale Street, Santa Ana, California, in an industrial area, within walking distance to public transportation. The

Program provides year-round emergency congregate shelter with 425 beds in five dormitories for men, women, and adult households and/or couples. Participants will gain access to the emergency shelter site through the bed reservation system in HMIS and a referral process established in coordination with the County. The Program coordinates referrals from the referral partners including street outreach teams, homeless liaison officers/law enforcement, Behavioral Health Services Act (BHSA), probation and other County approved referring partners.

- b. Emergency Shelter Operations and Services will operate in accordance with the Standards of Care.
- c. Intake and Assessment: Program must receive referrals from the bed reservation system as well as a hybrid referral process as outlined by County and Contractor, and work with street outreach teams, homeless service providers and law enforcement to engage and enroll persons who would benefit from emergency shelter intervention.
 - i. Program will conduct an assessment to determine the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services best meets the Participants' needs.
 - ii. Program shall be flexible with referrals and completing intakes 24 hours a day, 7 days a week to ensure potential referrals enter shelter upon need. Scheduling the arrival to the shelter shall be solely based on the individual's needs and interests. The Contractor shall schedule no less than 10 potential referrals per day or based on bed availability. Although there is consideration for multiple intakes at one time, potential new Participants are welcomed on site and if intakes need to be delayed, those potential new Participants shall be allowed to access the site and services until provider staff is ready to complete the intake. Intake needs to be completed within a reasonable time of arriving on site to avoid referring partners and potential new Participants from waiting.
 - iii. There shall be at all times, a minimum of one (1) dedicated staff member to oversee the alternative referral process, which includes the phone line and e-mail responses and communication. Responses and further intake coordination should be provided to referring agencies within a 30-minute window to ensure successful referrals into the program.
 - iv. Program will track all established set aside, direct referrals and bed reservation referrals and provide an update to the County daily.
 - v. Program's intake and assessment process should be flexible based upon the households and referring partner ability. The Contractor must confirm program eligibility per guidelines established and maintain a record of appropriate documentation in support of the eligibility determination process.
- d. Provision of Essential Services: At a minimum, the Program must provide a safe and habitable sleep location and amenities including sleeping areas, storage of personal belongings, bathrooms, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.
- e. Housing-Focused Case Management: Program must provide services to Participants that support with locating permanent housing options to meet the Participant's needs.
- f. Caseloads should be limited to a no minimum than 20:1 ratio at any given time. The

following case management activities must be made available to Participants:

- i. Program must create an Individualized Housing and Service Plan, in partnership with the Participant, that considers and incorporates the goals of the Participant and focuses on identifying and securing permanent housing as well as other life areas that will support and assist Participants in successfully obtaining and maintaining housing. The Individualized Housing and Service Plan should address specific needs and barriers to housing and track progress on established goals and milestones. The Individualized Housing and Service Plan should detail a path to housing stability and support the Participants in maintaining permanent housing after the assistance ends. The Housing Plan should be completed within 30 days of Participant's enrollment and uploaded to HMIS. Updates to the Housing Plan should be documented in HMIS.
- ii. Program must meet face to face with Participants on weekly basis, at minimum bi-weekly or as frequently as needed. Any unsuccessful attempts shall be documented in HMIS to ensure flow of services being provided.
- iii. Identification of housing opportunities: Program is expected to work with Participants to understand their housing desires and needs and work with them to identify housing opportunities that would best meet their needs.
- iv. Program is required to have a network of resources that they can provide referrals and linkages to networks and must include the resources listed below. Referrals and linkages to services and programs that address the needs of individuals should be provided and facilitated on an ongoing basis. Referrals and Linkages will be tracked via the Referral and Linkage Assessment within HMIS, Program should also assist with any subsequent follow up from the appointment and/or access to supportive services thus reducing the likelihood for missed appointments and other recidivism, including but not limited to:
 - a) Physical Health Care
 - b) Mental Health Care
 - c) Substance Use Treatment
 - d) Mainstream Benefits
 - e) Employment Services
 - f) Legal Services
 - g) Credit Counseling
 - h) Education
- g. Essential services that address the needs of specialized populations, including but not limited to transitional aged youth, victims of domestic violence, dating violence, sexual assault, or stalking, and veterans.
 Housing Navigation Services to support the Participant in identifying available housing units and resources.
- h. Housing Navigation Services should focus on permanent housing options that are affordable and sustainable for the Participants, including but not limited to shared housing, room for rent, family reunification, etc. This includes strong collaboration and coordination with other homeless services providers, including those that actively participate in the CES, the Orange County CoC and non-traditional partners.

- i. Function as a CES Access Point to support Participants in accessing CES through the completion of an assessment, the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition. Program must actively participate in relevant Coordinated Entry System meetings and participate in case conferencing.
 - j. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in the Central SPA and countywide to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs. This will support the coordination and monitoring of other needs and engagement processes for the Participant as well as measuring progress on the Individualized Housing and Service Plan.
 - k. Services will continue to be provided to the Participant while working to secure housing and enrolled in another homeless service system program aimed at providing that support, such as rapid rehousing or permanent supportive housing. The Participant may have several case managers at one point depending on the supportive services being accessed, as such the Program is expected to work collaboratively with others for the benefit of the Participants. The goal of the Program is to ensure care coordination, continuity of services to ensure permanent housing and ongoing housing stability. The Program is to case conference and collaborate with other case managers providing services to the Participant.
 - i. Services, referrals and linkages to benefits and other resources will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures. This includes timely and appropriate data input in HMIS, including progress notes after each engagement and/or case management session with a Participant.
 - ii. All HMIS data should be entered within 72 hours of services provided, including client level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
 - iii. Monitoring of Contractor performance metrics will be gathered through HMIS data entry submitted to the County Executive Office (CEO) on a monthly basis.
 - iv. The Program is to provide services to Participants animals and/or pets residing within the shelter. These services can be provided through a contracted vendor and should include but not limited to; food, examination of animal health upon entry and throughout enrollment, spay/neutering services, vaccinations, treatments for injuries/health issues and pet owner education, etc.
 - l. Participants who identify as actively fleeing a domestic violence situation must be offered an immediate connection to a domestic violence shelter at a confidential location, when requested by the Participant, to ensure the safety and wellbeing of the Participant.
2. Administrative Responsibilities Site Management Responsibilities
 - a. Provide supervision of Participants including intake, registration, access to shelter services and amenities including sleeping areas, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.
 - b. Provide site monitoring of the entire Program location and document the results of the site monitoring at all times.
 - i. Documentation of security personnel and staff rounds throughout the site as well as verification of those rounds must be completed. Maintain the documentation in well-organized logs and ensure the logs are verified by Staff and audited by

Management.

- c. Provide trained security personnel for the safety of Participants and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc. The Contractor shall manage the budget for security costs and ensure alignment with the negotiated budget to avoid over expenditures related to security costs.
 - i. Security personnel will monitor all areas of the site including but not limited to, dormitories, restrooms, common areas, and outdoor spaces.
 - ii. All Participants will be searched upon entry into the site, for prohibited items, to ensure safety of all other Participants and staff.
 - d. Provision of janitorial services to clean and disinfect all areas of the facility including all areas utilized by Participants, shelter, multi-service center, and office space and keep a schedule for regular facility maintenance and cleaning.
 - e. Provide on-going training to front line staff on data entry, case management documentation, referrals and linkages to services, and all evidence-based practices to ensure safe and adequate delivery of services.
 - f. Ensure internal quality assurance is completed on a quarterly basis, at minimum. This will ensure internal monitoring of Participant charts/case files, identification of gaps in services and quality of documentation of services.
 - g. A Program Director or equivalent shall be “on call” to appropriately respond to County Program Manager and related staff for emergencies. An emergency contact list will be maintained and distributed to include 24-hour emergency phone numbers.
3. Good Neighbor Policy
- a. Maintain the good neighbor policy (see Exhibit III), that supports the surrounding area and community by being responsive to community concerns, providing education, and engaging stakeholders to ensure the good neighbor policy balances the needs of the surrounding community and the individualized needs of Participants residing in the shelter. The Good Neighbor Policy shall include bi-annual community feedback meetings led by the Contractor, identified staff to respond to outreach concerns in the defined good neighbor zone, and an email address and phone number to be distributed to the community for questions and concerns about operations.
 - b. Maintain the established neighborhood patrol to monitor the surrounding area to control issues of encampments, unauthorized parking of Participant vehicles in the neighborhood, abandoned property, and other blight. Documentation of completion of neighborhood patrols and action steps taken will be maintained and verified or audited by Contractor Management staff.
4. Transportation Plan
- a. The Contractor will provide transportation to and from the Yale Navigation Center from specified pick-up/drop-off points coordinated with the County. A minimum of three designated pick-up/ drop-off locations will be identified with ample geographic range for Participants to effectively connect to transit hubs.
 - b. The transportation options for travel to and from the Yale Navigation Center will be designed to support Participant needs and minimize potential impact on the adjacent residential neighborhood and businesses. The Contractor will provide weekly trips to the DMV, government services, community- based programs, transit hubs, and other community resources.

- c. The Contractor will establish and submit to the County transportation plans for the following measures:
 - i. Transportation Flow on and Off Property
 - ii. Bus and Shuttle Transportation Services
 - iii. Personal Vehicle Transportation and Parking
 - iv. Staff Transportation of Participants
 - v. Delivery of Shelter Goods and Community Donations
- d. The Yale Navigation Center will only provide onsite parking to the Contractor staff, supportive services providers, volunteers and a limited number of Participants on a first come, first served basis. The Contractor will establish a tracking mechanism for all vehicles parked onsite, which at minimum includes the license plate and owner's name. Participants who wish to park their vehicles onsite will have to provide additional documentation related to vehicle registration, valid driver's license and insurance.

E. Performance Measures and Monitoring

1. The following performance measures will be a requirement of this Contract and ensure a shelter flow that prioritizes Participant housing goals and exits to permanent housing.
 - a. Occupancy: Contractor will maintain an average occupancy of 90% or above.
 - b. CES: Of the Participants enrolled in the Program during the reporting period, 85% of participants will be connected to the CES within 60 days of Program enrollment.
 - c. Exits to permanent housing: A minimum of 20% of all participants exit to a permanent housing destination upon shelter Program exit.
 - d. Services: A minimum of 75% of all participants will engage in the development of individualized service/housing plans. (e.g., including but not limited to housing, medical, behavioral health, benefits, and/or employment services).
 - e. Income: At minimum, 15% of participants increased their income while enrolled in the shelter.
 - f. Health Care: At minimum, 70% of participants will be connected to health insurance and at minimum, 50% of participants will be referred and linked to medical services such as physical and behavioral health services.
 - g. Maintain a quarterly average Data Completeness Score of 90% or higher as reported in HMIS.
2. On an annual basis, at minimum, the Program must solicit, compile and produce a Participant feedback report to assess and implement Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.
3. The County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein including the Standards of Care. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

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

F. Reporting Requirements

1. Contractor is required to submit reporting on a daily, weekly, monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect Participant-level data.
2. Contractor is required to submit reporting at regular intervals to County that details the following broken down by:
 - a. Total number of eligible households that receive assistance;
 - b. Composition of the households – demographics, size and type;
 - c. Number of unduplicated Participants served;
 - d. Caseload movement;
 - e. Financial assistance expenditures;
 - f. Length of assistance;
 - g. Number of Participants exits and exit types;
 - h. CES status – total number referrals received from the CES program and related status;
 - i. Individualized Housing and Service Plan status – total number of plans established with Participants and related progress towards completion; and
 - j. Income increases for Participants.
 - k. Standards of Care required reporting

G. File Maintenance and Documentation

1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
2. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.
3. Records providing a full description of each activity undertaken.
4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.
7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this

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

H. Budget

1. Compensation:

This is a usage Contract between County and Contractor for Orange County Homelessness Prevention Support Project as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

- a. The Fixed Fee price shall include all operational and administrative costs, such as labor, overhead, preparation/set up fees, profits, tools, standard moving equipment, and all other costs associated with providing the services described herein. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Contract Period: July 1, 2026 through June 30, 2029

| | Period 1: FY 26-27 July 1, 2026 – June 30, 2027 | Period 2: FY 27-28 July 1, 2027 – June 30, 2028 | Period 3: FY 28-29 July 1, 2028 – June 30, 2029 |
|---|--|--|--|
| ADMINISTRATIVE COSTS | | | |
| INDIRECT | \$892,805 | \$919,589 | \$946,373 |
| TOTAL ADMIN. COST | \$892,805 | \$919,589 | \$946,373 |
| PROGRAM COSTS | | | |
| SALARIES | \$3,377,380 | \$3,478,701 | \$3,580,023 |
| BENEFITS | \$844,345 | \$869,675 | \$895,006 |
| SERVICES AND SUPPLIES | \$4,706,321 | \$4,847,511 | \$4,988,700 |
| TOTAL PROGRAM COSTS | \$8,928,046 | \$9,195,887 | \$9,463,729 |
| TOTAL COST | \$9,820,851 | \$10,115,476 | \$10,410,102 |
| TOTAL CONTRACT AMOUNT : \$30,346,429 | | | |

- b. All personnel assigned to the performance of the services will be closely evaluated by County. Staffing should reflect diverse populations served and demonstrate capacity to function as the provider for the Program. Staffing should at a minimum include English and Spanish speaking personnel. Staff should demonstrate the ability to communicate effectively in both written and verbal formats, and the ability to problem solve effectively within the structure of the program, the contract, and budgetary parameters, as appropriate to their respective job descriptions.

| Direct Program FTES | Period 1: FY 26-27 July 1, 2026- June 30, 2027 | Period 2: FY 27-28 July 1, 2027- June 30, 2028 | Period 3: FY 28-29 July 1, 2028- June 30, 2029 |
|---|---|---|---|
| REGIONAL DIRECTOR | .40 | .40 | .40 |
| DIRECTOR OF PROGRAMS | .80 | .80 | .80 |
| ASSOCIATE DIRECTOR OF PROGRAMS- OPERATION | 1.00 | 1.00 | 1.00 |
| ASSOCIATE DIRECTOR OF PROGRAMS- CLINICAL | 1.00 | 1.00 | 1.00 |
| PROGRAM MANAGER-CLINICAL | 3.00 | 3.00 | 3.00 |
| PROGRAM MANAGER-OPERATION | 2.00 | 2.00 | 2.00 |
| PROGRAM MANAGER- ADMINISTRATION | 1.00 | 1.00 | 1.00 |
| LEAD CASE MANAGER NON-EXEMPT- CLINICAL | 1.00 | 1.00 | 1.00 |
| LEAD CASE MANAGER NON-EXEMPT | 1.00 | 1.00 | 1.00 |
| CASE MANAGER-CLINICAL | 2.00 | 2.00 | 2.00 |
| CASE MANAGER-INTAKE SPECIALIST | 1.00 | 1.00 | 1.00 |
| CASE MANAGER | 14.00 | 14.00 | 14.00 |
| OPERATIONS ASSOCIATE | 1.00 | 1.00 | 1.00 |
| HEAD CHEF | 1.00 | 1.00 | 1.00 |
| LEAD COOK | 1.00 | 1.00 | 1.00 |
| COOK | 5.00 | 5.00 | 5.00 |
| TRANSPORTATION SPECIALIST | 5.00 | 5.00 | 5.00 |
| COMMUNITY AFFAIR SPECIALIST | 1.00 | 1.00 | 1.00 |
| SAFETY SUPPORT ASSOCIATE (SECURITY/LOGISTIC SUPPORT ASSOCIATES) | 8.00 | 8.00 | 8.00 |
| SAFETY SUPPORT COORDINATOR | 2.00 | 2.00 | 2.00 |
| REGIONAL FACILITIES MANAGER | .20 | .20 | .20 |
| PROCUREMENT/PURCHASING SPECIALIST | .50 | .50 | .50 |
| QUALITY ASSURANCE AND COMPLIANCE SPECIALIST | .50 | .50 | .50 |
| FINANCE ANALYSIS SPECIALIST | .40 | .40 | .40 |
| TOTAL DIRECT PROGRAM FTES | 53.80 | 53.80 | 53.80 |
| TOTAL FTES | 53.80 | 53.80 | 53.80 |

c. **Additional Work:** Any additional services not listed in the Contract must be approved by County's Project Manager or designee in accordance with Section 15 of the County General Terms and Conditions.

d. **Total Contract amount not to exceed: \$30,346,429**

3. **Price Increase/Decreases:**

No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

4. **Firm Discount and Pricing Structure:**

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor's Expense:**

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms – Payment in Arrears:**

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from "A" above
- c. Name of County Agency/Department
- d. Delivery/Service address
- e. MA-017-26010918
- f. Date of order
- g. Product/Service description, quantity, and prices
- h. Sales tax, if applicable
- i. Freight/Delivery Charges, if applicable
- j. Total
- k. Invoices and support documentation are to be forwarded to:

County Executive Office - CPO
 Attn: Accounts Payable
 400 W. Civic Center Dr. 3rd Floor
 Santa Ana, CA 92701
 Email: CEOCarecoordination@ceo.ocgov

8. Payment (Electronic Funds Transfer (EFT)):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT B - BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The Parties agree that the terms used, but not otherwise defined below in Paragraph 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 Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract **MA-017-26010919** that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract **MA-017-26010919**, 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 Contract **MA-017-26010919**.

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 Contract **MA-017-26010919** 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 Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract 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 Contract **MA-017-26010919**.

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 Contractor’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:

i. Any unintentional acquisition, access, or use of PHI by a workforce member or

person acting under the authority of Contractor 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.

ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, 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.

iii. A disclosure of PHI where Contractor 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 Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

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

ii. The unauthorized person who used the PHI or to whom the disclosure was made;

iii. Whether the PHI was actually acquired or viewed; and

iv. 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 Contractor’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 Contractor.

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 CONTRACTOR AS BUSINESS ASSOCIATE:

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

2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract **MA-017-26010919**, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Contract.

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

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

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

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

7. Contractor 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.

8. Contractor 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. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

9. Contractor 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 Contractor 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. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor 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. Contractor 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 Contract **MA-017-26010919**, 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. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

13. Contractor shall work with County upon notification by Contractor 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. Contractor 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, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

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

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

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , Contractor 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 Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

b. Contractor 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 Contractor, as determined by federal common law of agency.

2. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer at:

| OCIT CEO SECURITY | |
|--|--|
| <p>Andrew Alipanah, MBA, CISSP Chief Information Security Officer 721 S. Parker Street Suite 200 Orange, CA 92868 (714) 567-7611 Andrew.Alipanah@ocit.ocgov.com</p> | <p>Linda Le, CHPC, CHC, CHP County Privacy Officer 721 S. Parker Street Suite 200 Orange, CA 92868 (714) 834-4082 Linda.Le@ocit.ocgov.com</p> |

a. Contractor’s notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. Contractor’s notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E 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. Contractor 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. Contractor 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 Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.

8. Contractor 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. Contractor 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. Contractor 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.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract **MA-017-26010919**, 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. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.

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

i. The Disclosure is required by law; or

ii. Contractor 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 Contractor of any

instance of which it is aware in which the confidentiality of the information has been breached.

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

2. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.

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

4. Contractor may use or disclose PHI County discloses to Contractor as required by law.

G. OBLIGATIONS OF COUNTY

1. County shall notify Contractor 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 Contractor's Use or Disclosure of PHI.

2. County shall notify Contractor 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 Contractor's Use or Disclosure of PHI.

3. County shall notify Contractor 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 Contractor's Use or Disclosure of PHI.

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

H. BUSINESS ASSOCIATE TERMINATION

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

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

b. Immediately terminate the Contract **MA-017-26010919**, if Contractor is unwilling or unable to cure the material breach or end the violation within thirty (30) days, provided termination of the Contract **MA-017-26010919** is feasible.

2. Upon termination of the Contract **MA-017-26010919**, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor 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 Contractor.

b. Contractor shall retain no copies of the PHI.

c. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor 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, Contractor 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 Contractor maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract **MA-017-26010919**.

Commission to End Homelessness
Homeless Service System Pillars Attestation



Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter, and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness’ Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - <https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf>
- Summary Document - <https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf>

Commission to End Homelessness
Homeless Service System Pillars Attestation



Providers shall Complete, Sign, and Submit with Contract Renewal:

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

- PREVENTION
- OUTREACH & SUPPORTIVE SERVICES
- SHELTER
- HOUSING

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

PATH has operated Yale Navigation Center since its opening in 2021. Yale Navigation Center provides 425 beds to adults experiencing homelessness in the Orange County Central Service Planning Area. Yale has designated male, female and couples dormitories. PATH operates low barrier temporary shelter and provides wraparound supportive services available onsite, including 3 meals daily, laundry facilities and transportation. Onsite supportive services include case management, access to healthcare, housing navigation and CalAIM Community Supports and Enhanced Care Management (ECM) programming. PATH provides 24/7, 365 days a year staff coverage, with comprehensive cover during daytime, evening and overnight shifts 7 days a week, to ensure the safety and security of guests and staff onsite. PATH operates a comprehensive Good Neighbor Policy, providing shuttle transportation for guests on and off the site. PATH policies and procedures are in adherence with county shelter Standards of Care and Good Neighbor Policy. The Yale staffing model includes onsite leadership, case management, shelter operations, kitchen, security and janitorial staff. The shelter operations team coordinates onsite facilities and maintenance in compliance with the county contractual maintenance obligations.

Commission to End Homelessness
Homeless Service System Pillars Attestation



PATH works collaboratively with Central SPA referring partners including cities, county agencies, outreach providers and police departments to coordinate shelter referral and intake. All guests are assigned a case manager at intake, collaborating on psychosocial assessment, housing stability plans and referral and linkage to other supportive services such as benefits, mental health and substance use services.

Yale Navigation Center programming is housing focused, linking guests to Coordinated Entry System (CES) for housing opportunities, with the goal of increasing positive exits to permanent and more stable housing placements. PATH partners with FQHC healthcare providers to bring comprehensive mobile clinics onsite each week, facilitating primary care, vision and dental services for all guests. PATH's onsite healthcare services are enhanced with the delivery of CalOptima Health's Health Clinic Access Program (HCAP) in partnership with Families Together Orange County.

PATH's all staff training program begins during onboarding and encompasses Housing First principles, Health and Safety, Harm Reduction, Trauma Informed Care, Non-Violent Crisis Intervention, psychosocial assessments, housing plans, and motivational interviewing. PATH's extensive community affairs efforts leverage donations and volunteers, partnering to provide guest meal services, health and hygiene supplies and holiday events.

PATH Yale meets County of Orange Shelter Standards of Care, promoting housing focused, equitable and accessible shelter for adult individuals and couples experiencing homelessness.

Commission to End Homelessness Homeless Service System Pillars Attestation



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

Initial ___ MM _____

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

Initial ___ MM _____

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

Initial ___ MM _____

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

Initial ___ MM _____

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

 M.McQueen, PATH Regional Director
(Signature Required)

 2/10/2026
(Date)

EXHIBIT II



County of Orange
Standards of Care
for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

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

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

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

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

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

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

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

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

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

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

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

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

Denial of Admission

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

Reasons for denial may include any of the following:

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

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

1.2.2. Intake and Orientation

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

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

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

1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

1.2.4. Equal Access and Gender Identity

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

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

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

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

1.2.5. Non-Discrimination

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

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

1.2.6. Reasonable Accommodations

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

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

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

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

1.2.7. Service Animals and Support Animals

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

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

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

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

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

1.2.8. Communication Accessibility

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

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

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

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

1.2.9. Participant Feedback

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

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

1.2.10. Incident Reporting

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

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

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

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

Email: OCShelterFeedback@ochca.com

Address: 405 W. 5th Street, Suite 658, Santa Ana, CA 92701

1.2.11. Grievances

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

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

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

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

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

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

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

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

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

County Grievance Appeal Process

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

Dispute Resolution Services

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

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

1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

1.2.13. Hours of Operation and Curfew

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

1.2.14. Coordinated Entry System Integration

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

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

1.2.15. Food Services

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

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

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

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

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

1.2.16. Medication Storage

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

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

1.2.17. Storage and Personal Belongings

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

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

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

1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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

1.2.19. Communicable Diseases

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

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

2. Supportive Services

2.1. Case Management Access

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

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

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

2.2. Assessments

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

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

2.3. Housing Plans

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

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

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

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

2.4. Housing Focused Services

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

2.5. Services, Referrals and Linkages

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

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

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

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

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

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

2.6. Transportation

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

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

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

3. Staff Training

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

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

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

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

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

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

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

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

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

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

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

Interior air quality:

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

Water supply:

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

Thermal environment:

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

Illumination and electricity:

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

Sanitary facilities:

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

Food preparation:

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

Fire safety:

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

Emergency:

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

4.2. ADA Facility Standards

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

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

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

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

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

4.3. Hygiene Products

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

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

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

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

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

4.4. Hazardous Materials

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

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

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

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

5. Administration

5.1. Policies and Procedures

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

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

5.2. Staffing

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

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

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

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

5.3. HMIS Participation and Documentation

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

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

5.4. Document Storage and Retention

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

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

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

5.5. Quality Assurance

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

5.6. Program Monitoring

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

5.7. Reporting

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

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

5.8. Waivers

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

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

6. Attachments

Attachment 1
Critical Incident Report
County of Orange
Health Care Agency Office of Care Coordination



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

PLEASE TURN OVER AND COMPLETE PAGE 2 OF THE CRITICAL INCIDENT REPORT



Critical Incident Report

County of Orange

Health Care Agency Office of Care Coordination

| | | |
|--|------------------|-------|
| <p>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</p> <p>If yes, provide a description of the action</p> | | |
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| | | |
| Name / Title of Reporting Staff (Printed): | Staff Signature: | Date: |

Administrative Use Only

| | |
|--|---|
| Internal Log # _____ | |
| <p>Has this Participant been involved in other incidents?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>If yes, please write additional Internal Log #'s involving this Participant below:</p> |
| Incident Reviewed By: | Date: |
| <p>Additional Notifications Needed:</p> <p><input type="checkbox"/> Department Head <input type="checkbox"/> CEO's Office <input type="checkbox"/> Other: _____</p> | |
| <p>Outcome determined. <input type="checkbox"/> Incident logged, no action required <input type="checkbox"/> Incident logged, remedial action required</p> <p>Detail outcome conversation with Shelter Operator below:</p> | |
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Attachment 2

Shelter Grievance Form

PROVIDER NAME

County of Orange, Office of Care Coordination



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

- Email:
- Address:

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

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

Identifying information

Full Name (Please Print): _____ Date: _____

Phone: _____ Email: _____

Other means of contact: _____

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

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

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

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

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

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

Shelter Grievance Form

PROVIDER NAME

County of Orange/Office of Care Coordination



| | |
|------------------------------|--|
| Grievance Description | <p>Grievance Description <i>Briefly describe your grievance. Please Include a description of what occurred, who was involved and additional information relevant to the grievance. (Please include additional sheets if needed.)</i></p> |
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| | <p>Desired Outcome <i>State what you would like to see happen with regard to this grievance.</i></p> |
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Participant's Signature: _____ **Date:** _____

| | |
|--|-----------------------------|
| Administrative Use Only | Internal Log # _____ |
| Date Received by Staff: _____ | |
| Staff Name and Position: _____ | |
| Grievance Type: <input type="checkbox"/> Grievance <input type="checkbox"/> Appeal | |

Attachment 3

**County of Orange
Health Care Agency, 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:
Grievance Specialist

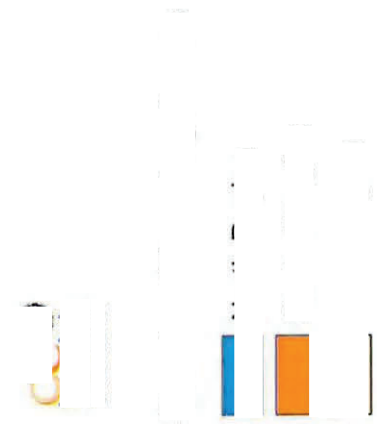
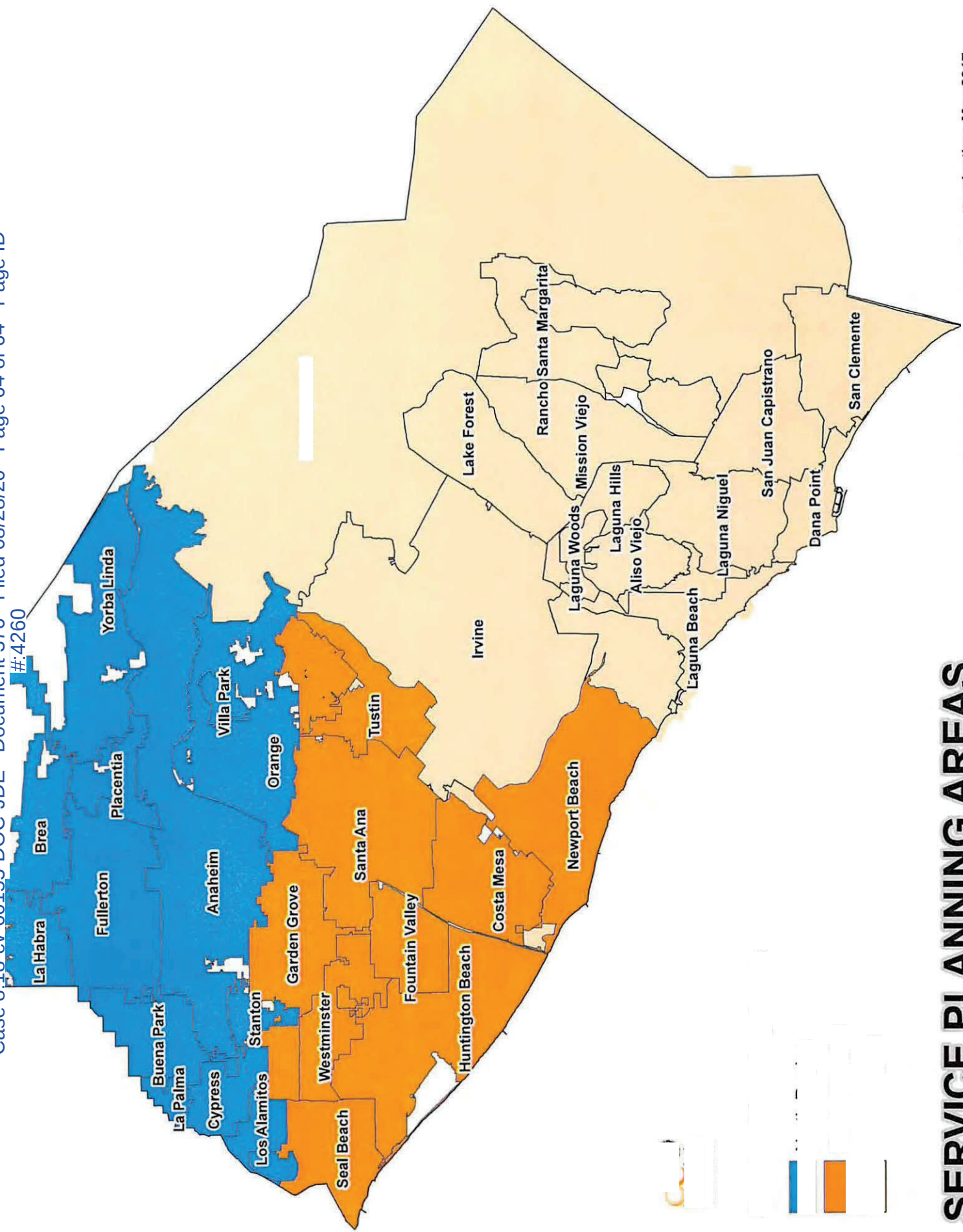
By Email:
OCshelterfeedback@ochca.com

By mail:
Orange County
Health Care Agency
Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA, 92701

ATTACHMENT

B

ATTACHMENT B



SERVICE PLANNING AREAS

EXHIBIT III – GOOD NEIGHBOR POLICY

Good Neighbor Policy – Yale Navigation Center Operations and Services

The Yale Navigation Center Operations and Services Program, located at 2229 S. Yale Street, Santa Ana, CA, operates in accordance with the County of Orange Standards of Care for Emergency Shelter Providers. The Shelter Operator is committed to operating in a safe, orderly, and respectful manner that minimizes impacts on the surrounding community and its resources. The Shelter Operator facilitates biannual Community Forums, welcoming open communication with neighbors and key community stakeholders. As part of the Good Neighbor Policy, the Contractor is responsible for:

Operations and Access

1. Intakes into the Program are managed through a referral only basis.
2. Program discharges are managed within the site to reduce impacts.
3. Daily arrivals and departures are supervised by Program staff and security team.
4. Deliveries and service schedules are coordinated to minimize disruption.
5. Daily transportation services are provided to participants by the Shelter Operator
6. Parking at the site will be limited for only Program participants on a first-come, first served basis.
7. All program participants seeking to park on site must demonstrate proper documentation including driver's license, active car insurance, and active car registration.
8. Operations comply with the Orange County Standards of Care for Emergency Shelters requirements.

Community Coordination

1. Communication and coordination with neighborhood residents, local businesses, and other key community stakeholders.
 - a. The Shelter Operator will respond to public inquiries by establishing a phone number and contact information that will be posted on the Shelter Operator's Yale Navigation Center website. From 8:00 am to 8:00 pm the Shelter Operator will have staff available to respond to inquiries that come in. During off hours, the community will be able to leave a message with the Shelter Operator and receive a response during business hours the following day. The Shelter Operator is fully committed to providing an appropriate customer service response and considers the resolution of community concerns a high priority.
2. The shelter collaborates with outreach teams, social service providers, and case management agencies to support guests in accessing housing, healthcare, employment, and other stabilizing services.
 - a. Shelter Operator will work with street outreach providers and law enforcement to engage individuals experiencing homelessness within the surrounding area to connect them to available emergency shelter beds and other supportive services.
3. Program participants are encouraged to engage in structured daytime activities and services when available.
4. Shelter representatives may participate in neighborhood or business association meetings upon request or invitation.
5. Establishing communication and coordination with local police and fire departments to support the operations of the Yale Navigation Center.
6. The intention of the Shelter Operator is to act as self-sufficiently as possible and minimize the shelter's impact on the local police and fire departments. This includes ensuring that staff and security are properly trained to manage and respond to situations that may occur.

Safety and Security

1. On-site Program staff and trained security guards are present within the site 24 hours, 7 days per week, 365 days.
2. All perimeters of the site are monitored to ensure safety.
3. Violence, harassment, and criminal activity are strictly prohibited.
4. Coordinates with local government and emergency responders as needed.
5. On-site security measures include referral only access, lighting, and security cameras.
6. Participants will be subject to property screening to ensure there are no illegal substances, weapons or other prohibited items onsite.

Cleanliness and Maintenance

1. The Shelter Operator will have a team that will canvass the neighborhood to identify and address issues related to the Program.
2. Program staff conduct routine checks monitoring of a .5-mile radius perimeter around the exterior of the site at minimum four times per week.

Any individual(s) not enrolled in the program, will be engaged immediately and redirected to other service sites or community programs.

3. Litter and debris from the Program are promptly addressed.
4. Trash and recycling are properly contained and regularly removed.
5. Graffiti or property damage is reported and addressed as quickly as possible.
6. Smoking areas are designated within the perimeter of the site and away from neighboring properties.
7. Facilities are maintained as accessible, clean, safe, secure and vector-free.

Communication and Accountability

1. The Shelter Operator must foster strong community engagement that supports the long-term success of the Program.
2. The Program director serves as a point of contact for concerns by community neighbors.
3. Concerns are acknowledged promptly and addressed in a professional manner.
4. The Shelter Operator must foster strong Community Involvement and participate in city and county-wide community events.

EXHIBIT IV – LEASEHOLD TERMS
 TO THE CONTRACT FOR PROVISION OF
 YALE NAVIGATION CENTER OPERATIONS AND SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 PATH

July 1, 2026, THROUGH June 30, 2029

LEASEHOLD TERMS

A. DEFINITIONS (AMA 2.1 S).

The following words in this Exhibit III have the significance attached to them in this clause unless otherwise apparent from context:

1. Board of Supervisors means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

2. County Executive Officer means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to CONTRACTOR, such other person or entity as shall be designated by the Board of Supervisors.

3. Director means the Director of the Office of Care Coordination, County of Orange, or designee, or upon written notice to CONTRACTOR, such other person or entity as may be designated by the County Executive Officer or Board of Supervisors.

4. Risk Manager means the Manager of County Executive Office, Risk Management, County of Orange, or upon written notice to CONTRACTOR, such entity as shall be designated by the County Executive Officer.

5. Contract means that certain agreement between the Parties for the Provision and Operation of the Yale Navigation Center, to which this is Exhibit B.

B. PREMISES (AMA 3.1 N)

During the Term of this Contract, County hereby leases the property located at 2229 S. Yale Street, Santa Ana CA to CONTRACTOR for the operation of the Yale Navigation Center (hereinafter referred to as “Premises” described in Attachment 1 and shown on Attachment 2). The Premises also includes exclusive use of driveways for vehicle ingress and egress, pedestrian walkways, parking lot and other facilities and common areas appurtenant to the Premises.

C. LIMITATION OF THE LEASEHOLD (AMA 5.1 S)

This Exhibit B and the rights and privileges granted CONTRACTOR in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in the Contract or in any document related hereto shall be construed to imply the conveyance to CONTRACTOR of rights in the Premises which exceed those owned by COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or COUNTY's interest therein. CONTRACTOR acknowledges that CONTRACTOR has conducted a complete and adequate investigation of the Premises and that CONTRACTOR has accepted the Premises in its "as is" condition, though such is not a waiver of any of COUNTY's obligations set forth herein.

D. PARKING (N)

Throughout the Term of the Contract, CONTRACTOR shall have free, exclusive, and in-common use, twenty-four (24) hours per day, of parking spaces and access to Americans with Disability Act parking spaces in the parking lot located adjacent to the Premises.

E. USE (N)

CONTRACTOR's use of the Premises shall be exclusively for providing those services set forth in the Contract that are appropriate at the Premises, including providing a year-round emergency shelter and navigation center services and general office purposes associated with the shelter operations pursuant to the Contract, and other ancillary uses as approved by the Director. CONTRACTOR agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises without the prior written approval of the Director. Any use of the Premises in addition to those services authorized pursuant to the Contract shall be at the Director's sole and absolute discretion. CONTRACTOR further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Premises, not to commit or permit to be committed any waste within the Premises, and to comply with all governmental laws and regulations in connection with the Premises.

NO ALCOHOLIC BEVERAGES SHALL BE SOLD OR CONSUMED WITHIN THE PREMISES.

F. CONSTRUCTION AND/OR ALTERATION BY CONTRACTOR (AMD 2.1 S)

1. COUNTY's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of the Director.

Notwithstanding the foregoing, CONTRACTOR shall submit its initial space plan for Director's approval prior to CONTRACTOR's occupancy. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the Director as a condition to granting such consent, shall be conditions hereof as though originally stated herein.

2. Strict Compliance with Plans and Specifications. All improvements constructed by CONTRACTOR within the Premises shall be constructed in strict compliance with detailed plans and specifications approved by the Director, and in accordance with all applicable laws and regulations.

G. OWNERSHIP OF IMPROVEMENTS AND EQUIPMENT (AMD 6.2 N)

1. All improvements and facilities, exclusive of trade fixtures, constructed or placed within the Premises by CONTRACTOR must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY's option shall become the property of COUNTY at the expiration of the Contract or upon earlier termination hereof. COUNTY retains the right to require CONTRACTOR, at CONTRACTOR's cost, to remove any or all CONTRACTOR improvements located within, upon, under, or above the Premises at the expiration or termination hereof.

2. Any equipment placed within the Premises by CONTRACTOR or a CONTRACTOR subtenant, not wholly owned by CONTRACTOR or a CONTRACTOR subtenant shall not provide as a remedy for default in the Contract applicable to said equipment an option for a creditor or similar entity, to enter the Premises to remove said equipment. CONTRACTOR shall include in any sublease a requirement for any subtenant to comply with this clause.

H. UTILITIES AND REFUSE REMOVAL (AM 6.1 N)

CONTRACTOR shall be responsible for and pay all utility services supplied to the Premises, including but not limited to electricity, water, gas, sewer, internet, telephone and refuse removal services.

I. MAINTENANCE OBLIGATIONS OF CONTRACTOR (AM 6.3 N)

CONTRACTOR, at CONTRACTOR's sole cost, agrees to maintain the Premises and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), with the exception of the items to be maintained by County as indicated in Attachment 3, Maintenance Matrix, and to keep said Premises in a neat, clean, orderly, safe, and sanitary condition, free of graffiti, to the satisfaction of Director, and in compliance with all applicable laws.

Director shall have the right at any time to enter upon and inspect the Premises for cleanliness and safety. If Director determines that CONTRACTOR has failed to maintain or make repairs or replacements as required herein, Director may so notify CONTRACTOR. Should CONTRACTOR fail to correct such failure within three (3) days following receipt of written notice from Director, Director may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by CONTRACTOR within ten (10) days of receipt of a statement of said cost from Director. Notwithstanding the foregoing, in the case of an emergency, Director may cause a repair or correction to be made if CONTRACTOR fails to commence and diligently pursue to completion such repair or correction within eight (8) hours following a telephone call from Director to CONTRACTOR regarding such emergency situation. The cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by CONTRACTOR within ten (10) days following receipt of a statement of said cost from Director. Director may, at Director's option, choose other remedies available herein, or by law.

Failure of CONTRACTOR to properly maintain the Premises and repair and maintain any improvements thereon, as required in this Exhibit B, shall constitute a breach of the terms of the Contract.

J. MAINTENANCE OBLIGATIONS OF COUNTY (N)

County shall be responsible for repair and maintenance of the items indicated as County's responsibility on Attachment 3, Maintenance Matrix.

K. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS (AM 6.5 S)

In the event of damage to or destruction of COUNTY-constructed or installed improvements, equipment or fixtures located within the Premises or in the event COUNTY-installed improvements, equipment or fixtures located within the Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, COUNTY shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Premises for the purposes required by the Contract. Repair, replacement, or reconstruction of improvements within the Premises shall be accomplished in a manner and according to plans approved by the Director. With respect to damage or destruction to be repaired by COUNTY or which COUNTY elects to repair, CONTRACTOR waives and releases its rights under California Civil Code Sections 1932 (2) and 1933 (4). Notwithstanding anything to the contrary, if full repair cannot be made within ninety (90) days, CONTRACTOR shall have the right to terminate this Contract without liability.

L. ASSIGNING, SUBLETTING AND ENCUMBERING PROHIBITED (AM 7.3 N)

Any mortgage, pledge, hypothecation, encumbrance, transfer, sublease or assignment (hereinafter in this clause referred to collectively as "**Encumbrance**") of CONTRACTOR's interest in the Premises, or any part or portion thereof without COUNTY approval (which approval may be provided by COUNTY at its sole discretion) is prohibited. Any attempted Encumbrance, without COUNTY approval, by CONTRACTOR shall be null and void and shall confer no right, title, or interest in or to the Contract. Notwithstanding anything to the contrary, CONTRACTOR shall have the right to transfer the Contract to an affiliate, or to an entity with which it merges or sells substantially all of its assets, or as a result of a change in control subject to approval of the Director.

M. HAZARDOUS MATERIALS (AMF 9.1 N)

1. Definition of Hazardous Materials. For purposes of this Exhibit B, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the COUNTY acting in its governmental capacity, the State of California or the United States government.

2. Use of Hazardous Materials. CONTRACTOR or CONTRACTOR's employees, agents, independent contractors or invitees (collectively "**CONTRACTOR Parties**") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, CONTRACTOR may keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning and maintenance of and business operations on the Premises. Said permitted

Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner provided by law.

3. CONTRACTOR Obligations. If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by CONTRACTOR or CONTRACTOR Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, CONTRACTOR, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of COUNTY under the Contract, CONTRACTOR shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises as required by the Contract or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by CONTRACTOR or CONTRACTOR Parties. Notwithstanding the foregoing, CONTRACTOR shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or permitted by CONTRACTOR or CONTRACTOR Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of COUNTY. All work performed or caused to be performed by CONTRACTOR as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by COUNTY.

4. Indemnification for Hazardous Materials. To the fullest extent permitted by law, CONTRACTOR hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY) COUNTY, its elected officials, officers, employees, agents, independent contractors, and the Premises from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by CONTRACTOR or CONTRACTOR Parties. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans.

N. BEST MANAGEMENT PRACTICES (AMF 9.2 N)

CONTRACTOR and all of CONTRACTOR's, subtenant, agents, employees and contractors shall conduct operations under the Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees

(hereinafter collectively referred to as “**COUNTY Parties**”) which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises leased under this Contract. The COUNTY Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the COUNTY Parties have developed a Drainage Area Management Plan (“**DAMP**”) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (“**BMPs**”) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY’s LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

Notwithstanding anything to the contrary, the use under the Contract does not require BMP Fact Sheets.

O. SIGNS (AMG 2.2 S)

CONTRACTOR agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the Premises except as approved by the Director. Unapproved signs, banners, flags, etc. may be removed by the Director without prior notice to CONTRACTOR.

P. PERMITS AND LICENSES (AMG 3.2 S)

CONTRACTOR shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Premises as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit CONTRACTOR’s obligations hereunder, nor shall any approvals or consents given by COUNTY, as a Party to the Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

Q. UNLAWFUL USE (AMG 7.2 S)

CONTRACTOR agrees no improvements shall be erected, placed upon, operated, nor maintained within the Premises, nor any business conducted or carried on therein or therefrom, in violation of the terms of the Contract, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

R. INSPECTION (AMG 9.2 S)

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine if the provisions of the Contract are being complied with.

S. GOVERNING LAW AND VENUE (9.16 S)

This Contract 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 Contract, 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.

T. TAXES AND ASSESSMENTS (AMG 11.2 S)

This Contract and the leasehold interest granted by this Exhibit B may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon CONTRACTOR's fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of CONTRACTOR, and CONTRACTOR shall cause said taxes and assessments to be paid promptly.

U. WAIVER OF RIGHTS (AMG 15.2 S)

The failure of COUNTY or CONTRACTOR to insist upon strict performance of any of the terms, covenants, or conditions of the Contract shall not be deemed a waiver of any right or remedy that COUNTY or CONTRACTOR may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Contract thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Contract. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

V. DEFAULT IN TERMS OF EXHIBIT B BY CONTRACTOR (AMG 16.2 S)

1. The occurrence of any one or more of the following events shall constitute a default hereunder by CONTRACTOR:

- a. The legal abandonment or vacating of the Premises by CONTRACTOR;
- b. The failure by CONTRACTOR to make any payment as and when due, where such failure shall continue for a period of six (6) calendar days after written notice thereof from COUNTY to CONTRACTOR;
- c. The failure or inability by CONTRACTOR to observe or perform any of the provisions of the Contract to be observed or performed by CONTRACTOR, other than specified in (a) or (b) above, where such failure shall continue for a period of ten (10) calendar days after written notice thereof from COUNTY to CONTRACTOR; provided, however, that if the nature of such failure is such that it can be cured by CONTRACTOR, but that more than ten (10) calendar days are reasonably required for its cure (for any reason other than financial inability), then CONTRACTOR shall not be deemed to be in default if CONTRACTOR shall commence such cure within said ten (10) calendar days, and thereafter diligently prosecutes such cure to completion.

d. (1) The making by CONTRACTOR of any general assignment for the benefit of creditors; (2) the appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets located at the Premises or of CONTRACTOR's interest in the Contract, where such seizure is not discharged within thirty (30) days; or (3) CONTRACTOR's convening of a meeting of its creditors, or any class thereof, for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither the Contract nor any interests of CONTRACTOR in and to the Premises shall become an asset in any of such proceedings. In any such event, and in addition to any and all rights or remedies of COUNTY provided hereunder or by law, it shall be lawful for COUNTY to declare the term hereof ended, re-enter the Premises, take possession thereof and remove all persons therefrom, and CONTRACTOR and its creditors (other than COUNTY) shall have no further claim thereon or hereunder.

e. An event of default of the Contract or termination of the Contract for any reason whatsoever, including expiration or termination for fault or convenience. In such an event, this Contract shall be terminated without the need for further notice from the COUNTY.

2. In the event of any default of the Contract beyond the applicable notice and cure period, if any, by CONTRACTOR, then, in addition to any other remedies available to COUNTY at law or in equity, COUNTY may exercise the following remedies:

a. COUNTY may terminate the Contract and all rights of CONTRACTOR hereunder by giving written notice of such termination to CONTRACTOR. In the event that COUNTY shall so elect to terminate the Contract, then COUNTY may recover from CONTRACTOR any amount which COUNTY may by law hereafter be permitted to recover from CONTRACTOR; or

b. Continue the Contract in effect without terminating CONTRACTOR's right to possession, even though CONTRACTOR has breached the Contract and abandoned the Premises, and enforce all of COUNTY's rights and remedies under the Contract, at law or in equity; provided, however, that COUNTY may at any time thereafter elect to terminate the Contract for such previous breach by notifying CONTRACTOR in writing that CONTRACTOR's right to possession of the Premises has been terminated.

3. Nothing in this Section shall be deemed to affect CONTRACTOR's indemnity of COUNTY's liability or liabilities based upon occurrences prior to the termination of the Contract for personal injuries or property damage under the indemnification clause or clauses contained in the Contract.

4. No delay or omission of either Party hereto to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by the other Party hereunder. The acceptance by COUNTY of any sum of money hereunder shall not be a waiver of any preceding breach or default by CONTRACTOR of any provision thereof, other than the failure of CONTRACTOR to pay the particular sum of money accepted, regardless of COUNTY's knowledge of such preceding breach or default at the time of acceptance of such sum of money, nor a waiver of COUNTY's right to exercise any remedy available to COUNTY by virtue of such breach or default. No act or thing done by COUNTY or COUNTY's agents during the Term of the Contract shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by COUNTY.

5. All covenants and agreements to be performed by CONTRACTOR under any of the terms of

the Contract shall be performed by CONTRACTOR at CONTRACTOR's sole cost and expenses. If CONTRACTOR shall fail to pay any sum of money, or shall fail to perform any other act on its part to be performed hereunder, then in addition to any other remedies provided herein, COUNTY may, but shall not be obligated to do so, and without waiving or releasing CONTRACTOR from any obligations of CONTRACTOR, make any such payment or perform any such act on CONTRACTOR's part to be made or performed as provided in the Contract. Any payment or performance of any act by COUNTY on CONTRACTOR's behalf shall not give rise to any responsibility of COUNTY to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by COUNTY in connection therewith, shall be paid by CONTRACTOR, and any default therein shall constitute a breach of the covenants and conditions of the Contract.

W. RESERVATIONS TO COUNTY (AMG 18.2 S)

Except as otherwise provided by the Contract, the Premises, improvements, fixtures, and/or equipment within the Premises are accepted as is and where is by CONTRACTOR subject to any and all existing easements and Encumbrances. COUNTY reserves the right to, acting reasonably and so as not to unreasonably interfere with CONTRACTOR's use of the Premises, install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along the Premises or any part thereof, and to enter the Premises for any and all such purposes with notice to CONTRACTOR. COUNTY also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Premises. No right reserved by COUNTY in this clause shall be so exercised as to interfere unreasonably with CONTRACTOR's operations hereunder or to impair the security of any secured creditor of CONTRACTOR.

COUNTY agrees that rights granted to third parties by reason of this clause shall contain provisions that the Premises shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Premises by CONTRACTOR, the rental shall be reduced in proportion to the interference with CONTRACTOR's use of the Premises.

X. HOLDING OVER (AMG 19.2 S)

In the event CONTRACTOR shall continue in possession of the Premises after the Term of the Contract, such possession shall not be considered a renewal of this Contract but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Exhibit B.

Y. CONDITION OF PREMISES UPON TERMINATION (AMG 20.2 S)

Except as otherwise agreed to herein, upon termination of the Contract, CONTRACTOR shall re-deliver possession of said Premises to COUNTY in substantially the same condition that existed immediately prior to CONTRACTOR's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. References to the "Termination of the Contract" in the Contract shall include termination by reason of the expiration of the Term of this Contract.

Z. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMG 21.2 S)

If CONTRACTOR abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) calendar days after such event shall, at COUNTY's option, be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to CONTRACTOR or to any person claiming under CONTRACTOR, and shall have no need to account therefor.

AA. QUITCLAIM OF CONTRACTOR'S INTEREST UPON TERMINATION (AMG 22.2 S)

Upon termination of the Contract for any reason including, but not limited to, termination because of default by CONTRACTOR, CONTRACTOR shall execute, acknowledge, and deliver to COUNTY, within thirty (30) calendar days after receipt of written demand therefor, a good and sufficient deed whereby all right, title, and interest of CONTRACTOR in the Premises is quitclaimed to COUNTY. Should CONTRACTOR fail or refuse to deliver the required deed to COUNTY, COUNTY may prepare and record a notice reciting the failure of CONTRACTOR to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of the Contract and of all rights of CONTRACTOR or those claiming under CONTRACTOR in and to the Premises.

AB. COUNTY'S RIGHT TO RE-ENTER (AMG 23.2 S)

CONTRACTOR agrees to yield and peaceably deliver possession of the Premises to COUNTY on the date of termination of the Contract, whatsoever the reason for such termination.

Upon giving written notice of termination to CONTRACTOR, COUNTY shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the Contract and re-entry of the Premises by COUNTY shall in no way alter or diminish any obligation of CONTRACTOR under the lease terms contained in this Exhibit B and shall not constitute an acceptance or surrender. CONTRACTOR waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any lawful reason or in the event COUNTY re-enters and takes possession of the Premises in a lawful manner.

AC. PUBLIC RECORDS (AMG 25.2 S)

Any and all written information submitted to and/or obtained by COUNTY from CONTRACTOR or any other person or entity having to do with or related to the Contract and/or the Premises, either pursuant to the Contractor otherwise, at the option of COUNTY, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code, section 6250, et. seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and CONTRACTOR hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under CONTRACTOR, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold COUNTY harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by CONTRACTOR or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

AD. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (S)

Pursuant to California Civil Code 1938, the CONTRACTOR hereby acknowledges that the Premises has not undergone inspection by a Certified Access Specialist.

ATTACHMENT 1

DESCRIPTION OF PREMISES

THE LAND HEREIN REFERRED TO IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1, AS DESCRIBED AND SHOWN ON EXHIBITS ATTACHED TO THAT CERTAIN LOT LINE ADJUSTMENT No. 88-3 RECORDED JANUARY 18, 1989, AS INSTRUMENT No. 89-028437 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY 30 FEET OF PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT No. 88-3 RECORDED JANUARY 18, 1989, AS INSTRUMENT No. 89-028437 OF OFFICIAL RECORDS OF ORANGE COUNTY CALIFORNIA. EASEMENT TO TERMINATE EASTERLY, AT THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID PARCEL 1 OF LOT LINE ADJUSTMENT No. 88-3.

APN: 408-191-08

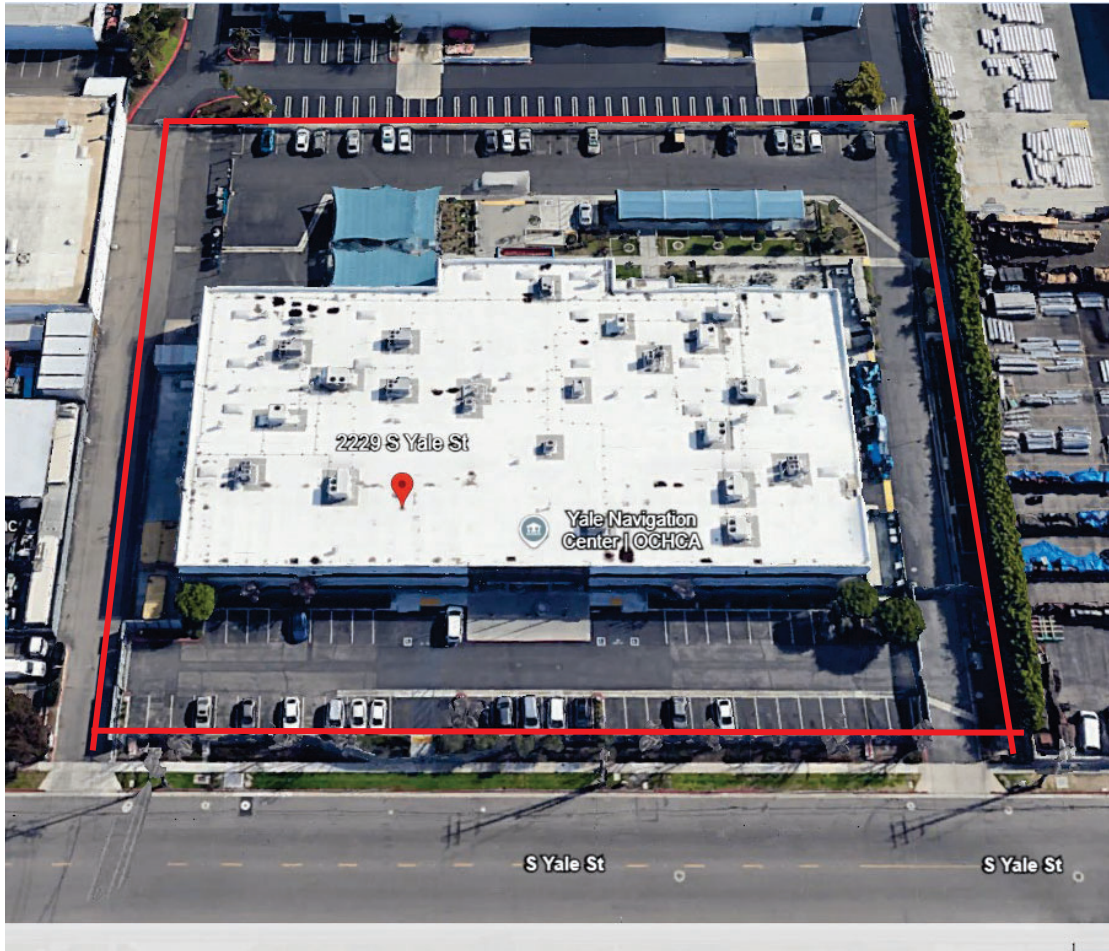
APN: 408-191-10

ADDRESS: 2229 S YALE ST, SANTA ANA, CA

ATTACHMENT 2

Aerial Photography of Premises

2229 S Yale St, Santa Ana, 92704 - Leasehold Premises



ATTACHMENT 3

Maintenance Matrix

| ITEM # | MAINTENANCE ITEM | RESPONSIBLE PARTY | COMMENTS |
|--------|---|-------------------|--|
| 1 | Furniture and Equipment (e.g. desks, beds, refrigerators, ice machines, microwaves, ovens, laundry machines, computers, monitors, water softener, etc.) | CONTRACTOR | CONTRACTOR handles client misuse and normal wear and tear. Computers and monitors are COUNTY property but maintained by the CONTRACTOR. |
| 2 | Desk/Floor Lamps, Electrical Switches, Outlets, etc. | CONTRACTOR | CONTRACTOR is responsible for maintenance, repair, and replacement (including bulb replacement) of lighting that is not permanently attached to the building such as desk lamps and floor lamps. CONTRACTOR is responsible for maintenance, repair, and replacement of electrical/light switches and electrical outlets. |
| 3 | Advanced Building Lighting Fixtures, Bulbs, Ballasts, Lighting Controls | COUNTY | COUNTY is responsible for maintenance, repair, and replacement (including bulb replacement) of lighting that is permanently attached to the building as well as associated fixtures, ballasts, and controls other than light switches. |
| 4 | Building Electrical Lines (inside walls), Power Distribution, Emergency Generator | COUNTY | COUNTY is responsible for maintenance, repair, and replacement of all electrical lines within the building walls, power distribution systems, and emergency generators. |

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| 5 | Graffiti | CONTRACTOR | CONTRACTOR is responsible for the removal of graffiti throughout the Premises including on exterior walls and fences. CONTRACTOR is permitted to paint over graffiti as long as it adheres to existing color schemes and environmental regulations. |
| 6 | Landscaping and Hardscaping | CONTRACTOR | CONTRACTOR is responsible for monthly maintenance of the landscaping and hardscaping. The COUNTY will provide annual or bi-annual tree trimming at COUNTY'S discretion. |
| 7 | Walls and Ceilings | CONTRACTOR | CONTRACTOR is responsible for addressing damage to walls and ceilings. CONTRACTOR is responsible for taking measures to prevent willful damage or destruction to walls and ceilings. |
| 8 | Floors | CONTRACTOR / COUNTY | CONTRACTOR is responsible for addressing damage to flooring. COUNTY will address damage if repairs cannot be made without risk to structural integrity of the building. |
| 9 | Fixtures (e.g., shower heads, shower benches, kitchen cabinets, sinks, toilets, all wall-mounted items, etc.) | CONTRACTOR/ COUNTY | CONTRACTOR handles maintenance, repair, and replacement of fixtures that can be performed without negatively impacting structural integrity of the building; otherwise, COUNTY will address upon request by |

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| | | | CONTRACTOR and concurrence by COUNTY. |
| 10 | Windows | CONTRACTOR/ COUNTY | CONTRACTOR is responsible for regular upkeep, maintenance, and repair of the windows caused by CONTRACTOR'S or CONTRACTOR'S CLIENT'S willful damage, destruction, or neglect. COUNTY will address responsibility upon request by CONTRACTOR and concurrence by COUNTY. |
| 11 | Janitorial/Custodial | CONTRACTOR | CONTRACTOR is responsible for all interior and exterior janitorial/custodial duties. |
| 12 | Plumbing | CONTRACTOR / COUNTY | CONTRACTOR is responsible for addressing common plumbing issues (e.g. clogs, leaks, broken water fixtures, etc.). CONTRACTOR responsible for addressing water remediation. The COUNTY will address issues that require repair or replacement of pipes or equipment within the building walls or underground. |
| 13 | Security Systems | CONTRACTOR | CONTRACTOR is responsible for providing, maintaining, repairing, and replacing security alarm or security camera systems. |
| 14 | Fire Safety | CONTRACTOR | CONTRACTOR is responsible for keeping building exits clear, scheduling and logging annual fire inspections, and |

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| | | | conducting fire drills. CONTRACTOR is responsible for maintaining fire extinguishers. |
| 15 | Fire System, Fire Alarm Monitoring, Smoke Detectors | COUNTY | COUNTY is responsible for maintaining, repairing, and replacing the building fire system, the fire alarm monitoring system, and the smoke detectors. |
| 16.5 | Gates, Doors and Locks | CONTRACTOR / COUNTY | CONTRACTOR is responsible for maintenance, repair and replacement of interior doors and locks as well as addressing damage to gates, exterior doors, and exterior locks caused by CONTRACTOR'S or CONTRACTOR'S CLIENT'S willful damage, destruction, or neglect. COUNTY is responsible for repair and maintenance of the doors and locks to COUNTY secure access areas (e.g. electrical room, fire control room, elevator machine room, etc.). COUNTY will address reasonable wear and tear on gates, exterior doors, and locks. |
| 17 | Elevators | COUNTY | COUNTY is responsible for maintaining and repairing elevators and associated systems. |
| 18 | Perimeter Fencing | COUNTY | COUNTY is responsible for addressing damage to fencing. CONTRACTOR is responsible for taking measures to prevent willful damage or destruction to fencing. |

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| 19 | Gas Lines | COUNTY | COUNTY is responsible for maintaining and repairing gas lines and associated equipment. |
| 20 | HVAC System & Filters, Building Automation System | COUNTY | COUNTY is responsible for maintaining and repairing the HVAC and building automation systems and associated equipment including replacement of filters. |
| 21 | Roof | COUNTY | COUNTY is responsible for maintenance, repair, and replacement of the roof. |
| 22 | Storm Drain | COUNTY | COUNTY is responsible for maintenance, repair, and replacement of the storm drains. |
| 23 | Above-Slab Grease Interceptor | CONTRACTOR | CONTRACTOR is responsible for maintenance, repair, and replacement of the ABOVE-slab grease interceptor. CONTRACTOR is responsible for preventing grease from entering drains. |
| 24 | Below-Slab Grease Interceptor | COUNTY | COUNTY is responsible for maintenance, repair, and replacement of the BELOW-slab grease interceptor. CONTRACTOR is responsible for preventing grease from entering drains. |