



**AMENDMENT NO. 10
TO
CONTRACT MA-017-22011908
FOR
YALE NAVIGATION CENTER SHELTER OPERATIONS AND SERVICES**

This Amendment to Contract MA-017-22011908 for Yale Navigation Center Shelter Operations and Services is made and entered into upon execution of all necessary signatures between People Assisting the Homeless (PATH), a California nonprofit corporation (CONTRACTOR) and the County of Orange, a political subdivision of the State of California (COUNTY). Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract MA-042-21010673 for Yale Shelter Operator Services effective November 17, 2020, through June 30, 2023, in an amount not to exceed \$18,000,000 (Contract); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 4 to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office (CEO), to change the Contract number from MA-042-21010673 to MA-017-22011908, change all references from HCA to CEO, replace Notices to County and Contractor, delete Paragraph IV. Compliance; and

WHEREAS, the Parties executed Amendment No. 5 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 6 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 7 to renew the Contract for one additional fiscal year, effective July 1, 2023 through June 30, 2024, in the amount of \$6,800,000 for a new Contract not to exceed amount of \$24,800,000, replace Referenced Contract Provisions, replace the Acronyms Section, replace Licenses and Laws Section, replace Minimum Wage Laws Section, replace the Nondiscrimination section, remove the Revenue Section, amend Exhibit A of the Contract to replace the Common Terms and Definitions section, replace the Budget section, replace the Payments Section, replace the Services Section, replace the Staffing section and replace Exhibit B, Lease Agreement; and

WHEREAS, the Parties executed Amendment No. 8 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 9 to increase the Contract in the amount of \$1,071,976, upon Board of Supervisor approval, for a new Contract not to exceed amount of \$25,806,744, amend the Maximum Obligation in the Referenced Contract Provisions Section, and amend Exhibit A of the Contract to replace the budget table in Section II. Budget; and

WHEREAS, the Parties now desire to enter into Amendment No. 10 to renew the Contract for one additional year, effective July 1, 2024 through June 30, 2025, in the amount of \$9,645,416, for a new Contract not to exceed amount of \$35,452,160, correct the official name of the Contract, replace the WitnessstH Section of the Contract Cover Page, replace the Table of Contents Section, replace the Referenced Contract Provisions, add Drug-Free Workplace to the Contract Terms and Conditions, amend Exhibit A of the Contract to replace the Budget Table, replace the Payments Section, replace the Reports Section, replace the Services Section, replace the Staffing Section, replace Exhibits B and C, and add Exhibits E, F and G; and

NOW THEREFORE, CONTRACTOR and COUNTY agree to amend the Contract as follows:

1. This Amendment corrects the official name of the Contract from Yale Shelter Operator Services to Yale Navigation Center Shelter Operations and Services. Yale Navigation Center Shelter Operations and Services shall replace all references to Yale Shelter Operator Services wherever referenced in the original Contract, all subsequent Amendments, and any related Exhibits.
2. Contract Cover Page, WitnessstH Section shall be amended and replaced in its entirety as follows:

WITNESSTH

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Yale Navigation Center Shelter Operations and Services described herein to individuals experiencing homelessness in the Central Services Planning Area in Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

3. Table of Contents Section shall be replaced in its entirety as follows:

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4. Referenced Contract Provisions Section shall be amended and replaced in its entirety as follows:

REFERENCED CONTRACT PROVISIONS

Term: November 17, 2020 – June 30, 2025
 Period 1: November 17, 2020, to June 30, 2021
 Period 2: July 1, 2021, to June 30, 2022
 Period 3: July 1, 2022, to June 30, 2023,
 Period 4: July 1, 2023, to June 30, 2024
 Period 5: July 1, 2024, to June 30, 2025

Maximum Obligation: \$35,452,160

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 847856390

CONTRACTOR TAX ID Number: 95-950196

CONTRACTOR UEI Number: J8T8GCB291E9

Notices to COUNTY and CONTRACTOR:

<p>COUNTY: County of Orange County Executive Office 400 W. Civic Center Dr. 5th Fl Santa Ana, CA 92701</p>	<p>CONTRACTOR: (People Assisting the Homeless) PATH 340 N. Madison Ave. Los Angeles, CA 9004</p>
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5. Paragraph II. Alteration of Terms, Subparagraph A. shall be replaced in its entirety as follows:

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, C, D, E, F and G, attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

6. Paragraph XXXVII. Drug-Free Workplace shall be added in its entirety as follows:

XXXVII. DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The organization's policy of maintaining a drug-free workplace;
- c. Any available counseling, rehabilitation and employee assistance programs; and
- d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

- a. Will receive a copy of the company's drug-free policy statement; and
- b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

B. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the CONTRACTOR may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

1. The CONTRACTOR has made false certification, or
2. The CONTRACTOR violates the certification by failing to carry out the requirements as noted above.

7. Exhibit A, Title shall be amended and replaced in its entirety as follows:

EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
CONTRACT FOR PROVISION OF
YALE NAVIGATION CENTER SHELTER OPERATIONS AND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
(PEOPLE ASSISTING THE HOMELESS) PATH
NOVEMBER 17, 2020 THROUGH JUNE 30, 2025

8. Exhibit A, Section II. Budget, Subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD 1</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>PERIOD 4</u>	<u>PERIOD 5</u>
ADMINISTRATION COSTS					
Indirect	\$386,017	\$579,026	\$579,026	\$786,661	\$876,856
SUBTOTAL ADMINISTRATION COSTS	\$386,017	\$579,026	\$579,026	\$786,661	\$876,856
PROGRAM COSTS					
Salaries	\$1,654,834	\$2,135,000	\$2,129,153	\$3,106,683	\$3,701,229
Benefits	\$446,805	\$448,000	\$304,863	\$536,226	\$888,295
Services and Supplies	\$1,758,536	\$3,207,262	\$3,356,246	\$3,442,406	\$4,179,036
Start-up Costs	\$950,000	\$0	\$0	\$0	\$0
SUBTOTAL PROGRAM COSTS	\$4,810,175	\$5,790,262	\$5,790,262	\$7,085,315	\$8,768,560
TOTAL GROSS COSTS	\$5,196,192	\$6,369,288	\$6,369,288	\$7,871,976	\$9,645,416
TOTAL CONTRACT					

AMOUNT**\$35,452,160**

9. Exhibit A, Section III. Payments of the Contract shall be replaced in its entirety as follows:

I. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears. Upon execution of the Contract, the provisional amount of \$530,774, for one month of service may be invoiced by CONTRACTOR and paid by COUNTY during Period One. Upon execution of Amendment No. 10 to the Contract, CONTRACTOR may invoice for a provisional payment amount of \$1,607,569.33 for two months of services, may be invoiced by the CONTRACTOR and paid by the COUNTY at the beginning of the Period Five. All payments are interim payments only, and subject to auditing by COUNTY and/or other regulatory body with auspices over ARPA funding and maybe subject to recoupment in the event said expenditures cannot be substantiated by source documentation collected and maintained by CONTRACTOR, to include but not be limited to receipts, purchase orders, ledgers, books, check stubs, invoices, records, etc. confirming expenses incurred and paid out (expended). Lack of supporting source documentation of any expenditure claimed to COUNTY and reimbursed to CONTRACTOR under this Agreement shall be immediately subject to recoupment by COUNTY. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to

exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

E. ADMINISTRATOR shall reconcile the provisional payment in the last three (3) months of the fiscal year by deducting no more than 50% of the provisional payment each month.

F. ADMINISTRATOR shall reconcile the provisional payment in the last three (3) months of the fiscal year by deducting no more than fifty percent (50%) of the provisional payment each month.

G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

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

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

10. Exhibit A, Section IV. Reports of the Contract shall be replaced in its entirety as follows:

II. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by ADMINISTRATOR no

later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR may be required to submit daily, weekly and/or monthly census reports and other programmatic reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for CONTRACTOR to respond to request.

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

F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special incidents shall include, but are not limited to, Consumer's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior including arrests with or without

conviction, positive test results for substance abuse from urine screenings, or any other incident which may expose COUNTY or CONTRACTOR to liability.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports Paragraph of this Exhibit A to the Agreement.

11. Exhibit A, Section V. Services of the Contract shall be replaced in its entirety as follows:

III. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The Yale Navigation Center located at 2229 South 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. The Yale Navigation Center 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 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 compliance with all latest applicable codes, standards, and regulations and guidelines established within the County of Orange's Standards of Care for Emergency Shelters. The Contractor of the Yale Navigation Center shall:

1) Enter into a one (1) year operational renewal Contract with the County to operate and provide services associated with the Yale Navigation Center.

2) Maintain a lease agreement with the County for the Yale Navigation Center. The lease shall be for one (1) year with a 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) Leverage County funds with other private funding and/or resources for operations and may also include services received on an in-kind basis by Contractor and/or other community partners. PATH's contract with Cal Optima for Community Supports will be leveraged to provide two (2) full time equivalent (FTE) Case Managers and two (2) FTE Clinical Case Managers to serve 100 participants of the Yale Navigation Center.

2. Program Description Summary

a. The Program should be designed to be low barrier by having minimal eligibility criteria required at program entry. Emergency shelters should be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, Trauma-Informed Care, Harm Reduction and Risk Management, to address barriers to housing and economic stability. The Program is to be implemented in a manner that increases equitable service access across Orange County, regardless of where a person is experiencing homelessness. The Emergency Shelter Operations and Services for Individuals 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 number shall be communicated to all referring agencies and will be answered 24 hours a day, 7 days a week.

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

d. Provision of essential services at the Program must include a safe 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 notes will be documented in the Homeless Management Information System (HMIS).

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 the Homeless Management Information System (HMIS).

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

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 with in-person staff coverage.

k. The Program will be required to execute all items and reporting timeframes within the Standards of Care.

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 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 homeless. 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.

4. Referrals and Bed Reservations

a. Referrals to the Yale Navigation Center will be made utilizing the Homeless Management Information System (HMIS) Bed Reservation System. Individuals seeking shelter will be screened for open felony warrants and status as a registered sex offender during the referral process.

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 (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.

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 shelter program for those eligible individuals.

e. The Contractor will track all established set aside bed 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 housing navigation services, to reduce the budget burden on the County by utilizing other funding sources, included but not limited to any provided in reimbursement basis by CalOptima Health (CalOptima) funded housing navigation, to cover the cost of onsite case management. The Contractor shall engage and actively enroll eligible program participants to CalOptima's housing navigation and/or other services and ensure services are documented. If the housing navigation funding and benefits provided by CalOptima to the Contractor stop being reimbursed during the timeframe of the contract, or if it is agreed by the Contractor and the County that there were not enough eligible and willing participants to sign up for the benefit; the County will reimburse the cost incurred by the Contractor to operate the shelter that for housing navigation services that CalOptima is unable to reimburse for.

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 related to participant data, program linkages and units of services. Contractor will provide the County with a monthly report that utilizes CalOptima 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.

b. Contractor will be required to utilize the Homeless Management Information System to comply with HUD's data collection, management, and reporting standards and used 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

Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

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

b. 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

c. 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 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 this 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.

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

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

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

f. Staffing levels shall maintain at a minimum of four (4) staff on site at all times to ensure safety and access to staff 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.

2. Administrative Management Tasks – Contractor shall:
 - a. Work in partnership with County to deliver the services as outlined in the Program by being responsive to the needs of the household eligible for services.
 - b. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management plan, staff responsibilities and staff coordination.
 - c. Track program costs and ensure eligibility for payment within the funding requirements.
 - d. Operate, maintain, coordinate, and staff the resources of the program.
 - e. Coordinate with County agencies to provide appropriate supportive services to Participants including but not limited to County Executive Office (CEO), Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).
 - f. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.
 - g. Enter Program data into HMIS or comparable database and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.
 - h. Continue to execute a transportation plan that meets the needs of the program participants. Transportation plans must accommodate to a no walk up or walk out model.
 - 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 of program rules and expectations as well as receive customer satisfaction feedback.
 - k. Maintain high food standards by providing nutritional and diverse meals to program participants. CONTRACTOR must be able to accommodate reasonable dietary needs of program 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 County of Orange’s Standards of Care for Emergency Shelters. The County of Orange’s Standards of Care for Emergency Shelters 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.

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: Yale Maintenance Responsibility Table 1 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 Table 1).

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 Table 1).

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 Table 1).

t. Keep and maintain landscaping and hardscaping (see Table 1).

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 Table 1).

v. Be responsible for upkeeping and maintaining the windows as needed. County is responsible for replacing or repairing major damage to the windows upon request of Contractor (see Table 1).

w. Maintain and repair wall, floor, or ceiling- mounted fixture elements (shower heads, shower benches, kitchen cabinets, sinks, toilets, etc.) (see Table 1).

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.

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 292 beds in three dorms 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. The Program coordinates referrals from the referral partners including street outreach teams, homeless liaison officers/law enforcement, MHSA, probation and other County approved referring partners.

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

c. Intake and Assessment: Program must receive referrals from the bed reservation system as well as a hybrid referral process as outlined by Administrator 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 bed 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 sleep location and amenities including sleeping areas, storage of personal belongings, bathrooms, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.

e. Housing-Focused Case Management: Programs must provide services to Participants that support with locating permanent housing options to meet the Participant's needs. Caseloads should be limited to a no minimum than 20:1 ration 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 enrollment. Updates to the Housing Plan should be reflected on the physical file or documented in HMIS.

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

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. 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

f. 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.

g. 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 in the coordination and monitoring of other needs and engagement processes for the Participant as well as measuring progress on the Individualized Housing and Service Plan.

i. 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.

ii. 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.

iii. 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.

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

v. 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.

k. 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.

3. 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, dorms, restrooms, common areas, and outdoor spaces.

ii. All program 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.

4. Good Neighbor Policy

a. Maintain the good neighbor policy attached, 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 loitering, 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.

5. 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 policies 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 DMV, government services, community-based

programs, transit hubs, and other community resources. Pedestrian and bicycle access to and from the Yale Navigation Center will not be permitted.

c. The Contractor will establish and submit to the County policies and procedures for the following transportation 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. The Contractor 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. Of the Participants enrolled in the program during the reporting period, 90% of participants will be connected to the CES within 30 days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to get program participants in the community queue within 10 days of shelter entry or as fast as possible.
- 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 service/housing plans to include housing, medical, behavioral health, benefits, and/or employment services.
- e. At minimum, 15% of participants increased their income while enrolled in the shelter and/or at the time of their program exit.

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

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 Operator 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 Operator's progress in complying with the terms of this Contract.

5. Operator shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Operator.

F. REPORTING REQUIREMENTS

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

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

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

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.

12. Exhibit A, Section VI. Staffing of the Contract shall be replaced in its entirety as follows:

VI. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;
 2. Maximize the use of the allocated funds;
 3. Ensure timely and accurate reporting;
 4. Maintain appropriate staffing levels;
 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
 6. Effectively communicate and monitor the Program for its success;
 7. Maintain communication between the Contract key staff and Program Administrators;
- and,
8. Act quickly to identify and solve problems.

B. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and

hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.

C. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalent (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

POSITION TITLE	NUMBER OF FTEs
PROGRAM ADMINISTRATION	FTEs
Regional Director	0.10
Director of Program	1.00
Associate Director - Clinical	1.00
Associate Director - Operations	1.00
Program Manager - Clinical	3.50
Program Manager - Operations	2.00
Lead Case Manager 1 - Clinical	1.00
Lead Case Manager 2	1.00
Case Manager - Clinical	2.00
Substance abuse counselor	0.00
Intake Specialist	0.00
Case Manager	16.00
Operations Associate	1.00
Head chef	1.00
Cook	6.00
Transportation specialist	5.00
Community Affairs associate	1.00
Community affairs Specialist	1.00
Safety Support Associate (Security)	8.00
Safety Support Coordinator (Security)	2.00
Quality Assurance & Compliance Specialist	1.00
Program Specialist	1.00
Procurement Specialist	0.30
Grant Analyst	0.20
SUBTOTAL	56.10

D. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

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

F. Staff shall be available on site, seven (7) days per week for each site(s). Staffing pattern shall provide for at least four (4) staff members to be on duty and awake twenty-four (24) hours a day, seven (7) days a week, unless otherwise approved by the ADMINISTRATOR. Staff shall be available during normal working hours.

G. Staff shall ensure that all program sites are well maintained, hazard free, and food is supplied.

H. Experience with the target population is preferred. Staff should be trained to recognize signs of decompensation and be prepared to provide the appropriate level of intervention as needed. Behaviors should be observed and referrals to appropriate community service providers should be made to ensure the safety and health of the program participant.

13. Exhibit B, Leasehold Terms shall be amended to update the terms of the lease agreement and add Table 1. Maintenance Table of Responsibilities. Therefore, Exhibit B is hereby replaced in its entirety and attached for reference.
14. Exhibit C, County of Orange Standards of Care for Emergency Shelter Providers shall be replaced in its entirety and attached for reference.
15. Exhibit E, Management, Operations and Public Safety Plan shall be added and attached for reference.
16. Exhibit F, Good Neighbor Policy shall be added and attached for reference.
17. Exhibit G, Homeless Service System Pillars Attestation shall be added and attached for reference.

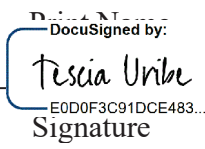
This Amendment modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment, all previous Amendments, and the Contract, including all previous amendments, the terms and conditions of this Amendment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

SIGNATURE PAGE FOLLOWS

SIGNATURE
PAGE

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

People Assisting The Homeless (PATH), a California Nonprofit Corporation

Tescia Uribe	Chief Program Officer
	Title
Signature	4/9/2024
Date	Date
Print Name	Title
Signature	Date

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

Print Name	Title
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Chris Anderson	Deputy County Counsel
	Title
Signature	4/9/2024
Date	Date

EXHIBIT B
TO THE CONTRACT FOR PROVISION OF
YALE NAVIGATION CENTER SHELTER OPERATIONS AND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
(PEOPLE ASSISTING THE HOMELESS) PATH
NOVEMBER 17, 2020 THROUGH JUNE 30, 2025

I. LEASEHOLD TERMS

A. DEFINITIONS (AMA 2.1 S)

The following words in this Exhibit B, and Table 1, attached hereto and incorporated herein, 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. County Executive Office (CEO): County of Orange Officer, 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. Service Agreement: 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)

County hereby leases the property located at 2229 South Yale Street, Santa Ana to CONTRACTOR for the operation of the Yale Navigation Center (hereinafter referred to as "Premises").

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 this Exhibit B, 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 herein. 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 obligations.

D. PARKING (N)

Throughout the term of this 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 a year-round emergency shelter and navigation center services and general office purposes associated with the Shelter operations pursuant to the Service Agreement, and other ancillary uses as approved by the Director, consistent with this Exhibit B and Table 1 attached hereto.

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. 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 (AMD2.1 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 this 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 (AM6.1 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. The Contractor shall manage the budget for utility costs and ensure alignment with the negotiated budget to avoid over expenditures related to utility costs.

I. MAINTENANCE OBLIGATIONS OF CONTRACTOR (AM6.3 N)

CONTRACTOR, at CONTRACTOR's sole cost, agrees to maintain the interior/non-structural/above-slab elements of the Premises and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and

tear excepted), 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 consistent with this Exhibit B and Table 1, attached hereto. 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. For specific CONTRACTOR Maintenance Obligations see Exhibit: Yale Maintenance Responsibility Table 1.

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 Contract, shall constitute a breach of the terms of this Contract.

J. MAINTENANCE OBLIGATIONS OF COUNTY (N)

COUNTY's maintenance obligations shall be as set forth in this Exhibit B and Table 1, attached hereto. COUNTY shall repair and maintain the interior/exterior walls; ceilings; plumbing systems; heating and air-conditioning systems; windows; gas lines; and electric lines within the Premises. COUNTY shall repair and maintain doors and locks except for damage caused by willful misconduct or neglect of CONTRACTOR or CONTRACTOR's clients. For specific COUNTY Maintenance Obligations see Exhibit: Yale Maintenance Responsibility Table 1.

K. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS (AM6.5 S)

In the event of COUNTY-caused 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. In all events, rent shall equitably abate.

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 by CONTRACTOR shall be null and void and shall confer no right, title, or interest in or to this Exhibit B or Contract. Notwithstanding anything to the contrary, CONTRACTOR shall have the right to transfer this 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 this Contract, CONTRACTOR shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises as required by this 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 this Exhibit B 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 Exhibit B. 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 this Exhibit B 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 this 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 this Exhibit B, 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 this Exhibit B are being complied with.

S. GOVERNING LAW AND VENUE (9.16 S)

This agreement 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 agreement, 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 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 this 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 of rent or any other sum payable hereunder by CONTRACTOR, 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 this Contract to be observed or performed by CONTRACTOR, other than specified in (1) or (2) 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. The making by CONTRACTOR of any general assignment for the benefit of creditors;
- (b) 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 this Contract, where such seizure is not discharged within thirty (30) days; or (c) 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 this 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.

2. In the event of any default 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 this 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 this Contract, then COUNTY may recover from CONTRACTOR any amount which COUNTY may by law hereafter be permitted to recover from CONTRACTOR; or

b. Continue this Contract in effect without terminating CONTRACTOR's right to possession, even though CONTRACTOR has breached this Contract and abandoned the Premises, and enforce all of COUNTY 's rights and remedies under this Contract, at law or in equity, including the right to recover the rent as it becomes due under this Contract; provided, however, that COUNTY may at any time thereafter elect to terminate this 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 this Contract for personal injuries or property damage under the indemnification clause or clauses contained in this 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 rent or any other sums 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 rent or sum accepted, regardless of COUNTY's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, 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 this 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 this Contract shall be performed by CONTRACTOR at CONTRACTOR 's sole cost and expenses and without any abatement of rent. If CONTRACTOR shall fail to pay any sum of money, other than rent required to be paid by it hereunder, 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 this 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 deemed to be additional rent hereunder and shall be paid by CONTRACTOR with and at the same time as the next monthly installment of rent hereunder, and any default therein shall constitute a breach of the covenants and conditions of this Contract.

W. RESERVATIONS TO COUNTY (AMG 18.2 S)

Except as otherwise provided by this Exhibit B and 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 this 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 Contract.

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

Except as otherwise agreed to herein, upon termination of this 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 this Contract shall include termination by reason of the expiration of the Contract term.

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 this 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 this 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 this 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 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 this Contract and/or the Premises, either pursuant to this Contract or 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.



Table 1. Maintenance Responsibility Table.

Yale Navigation Center - Common Building Services at 2229 Yale Street, Santa Ana. This table clarifies the maintenance obligation of PATH (CONTRACTOR) and the County of Orange (COUNTY) pursuant to the Contract for Provision of the Yale Navigation Center (Agreement MA-017-22011908)(Service Agreement).

Service Item	Service	Responsible Party	Agreement Paragraph	Additional Comments
1	Equipment repair/maintenance, insurance/protection (furniture, refrigerators, ice machines, microwaves, ovens, laundry, computers, monitors, water softener etc.)	CONTRACTOR	Attachment A., XIII. Equipment, H. Exhibit A, V. Services, C. Description of Services, 5; Exhibit B, Leasehold Terms, I. Maintenance Obligations of Contractor	<p>Per the Service Agreement, CONTRACTOR is responsible for client misuse, as well as reasonable wear and tear of Equipment. Please review Service Agreement Paragraph XIII. Equipment.</p> <p>Computers and monitors were purchased as start-up costs for the program. They are COUNTY property, but while CONTRACTOR is using them, the responsibility to fix and maintain them falls under CONTRACTOR.</p> <p>COUNTY will provide CONTRACTOR with a list of items still under warranty as well as their expiration dates.</p>
2	Electrical Repairs/Replacement of, Desk/Lamp Light Bulbs, Switches, Outlets, etc.	CONTRACTOR	Exhibit A, V. Services, C. Description of Services, 5	COUNTY is responsible only for overhead ceiling lights, sensors, lighting switches and exterior pole lighting. Any other work regarding Electrical

				Repairs/Replacement of, Desk/Lamp Light Bulbs, Switches, Outlets, etc., is the responsibility of the CONTRACTOR.
3	Graffiti Removal	CONTRACTOR	Exhibit B, Leasehold Terms, I. Maintenance Obligations of Contractor	<p>CONTRACTOR is responsible for the removal of Graffiti within the Premises.</p> <p>CONTRACTOR is permitted to paint the Premises as long as it adheres to existing color schemes and environmental regulations.</p>
4	Landscaping and Hardscaping	CONTRACTOR	Exhibit A, V. Services, C. Description of Services, 5	CONTRACTOR is responsible for landscaping/hardscaping monthly maintenance. The COUNTY will provide annual or bi-annual tree trimming with the understanding that CONTRACTOR will otherwise be responsible for addressing tree maintenance concerns as part of their monthly landscaping obligations.



5	Wall, Floor, or Ceiling- Mounted Fixture Repair (shower heads, shower benches, kitchen cabinets, sinks, toilets, etc.)	CONTRACTOR	Exhibit A, V. Services, C. Description of Services, 5.; Exhibit B, Leasehold Terms, I. Maintenance Obligations of Contractor.	<p>Structural flooring damage issues, which impact the structural integrity of the flooring, will be addressed by the COUNTY, but non-structural flooring damage will be addressed by CONTRACTOR.</p> <p>Shower heads and shower benches will be repaired by CONTRACTOR if the repairs can be performed without negatively impacting structural portions of the building; otherwise, COUNTY will perform the repair upon request by CONTRACTOR, indicating that repairs cannot be performed without negatively impacting the building structure.</p>
6	Window Repairs/Replacements	CONTRACTOR	Exhibit A, V. Services, C. Description of Services, 5.	CONTRACTOR is 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.



7	Flooring Repair/Care	CONTRACTOR	Exhibit A, V. Services, C. Description of Services, 5.; Exhibit B, Leasehold Terms, I. Maintenance Obligations of Contractor	N/A
8	Janitorial/Custodial Services	CONTRACTOR	Exhibit A, V. Services, C. Description of Services, 5.; Exhibit B, Leasehold Terms, I. Maintenance Obligations of Contractor	N/A
9	Plumbing Issues (clogged sinks, shower faucets, toilets, urinals, leaks, water intrusion remediation etc.)	CONTRACTOR	Exhibit A, V. Services, C. Description of Services, 5.; Exhibit B, Leasehold Terms, I. Maintenance Obligations of Contractor	CONTRACTOR is 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.
10	Trained Security Personnel	CONTRACTOR	Exhibit A, V. Services, D. Operations of Yale Navigation Center, 2. Administrative Responsibilities	N/A



11	Fire Safety (, keeping building exists clear, fire extinguisher maintenance, schedule annual fire inspection by the fire department, log of all inspections, approvals, and fire drills.	CONTRACTOR	Exhibit C Standards of Care, 4. Facility Standards, 4.1 Facility Standard for Emergency Shelter.	Exhibit C to the Service Agreement is the County of Orange Standards of Care for Emergency Shelter Providers. The Standards of Care establish minimum standard requirements CONTRACTOR must adhere to. CONTRACTOR is responsible for maintaining fire extinguishers and ensuring they are up to date and code.
12	Doors and Locks (alignment, hinges, function, etc.)	CONTRACTOR	Exhibit A, V. Services, C. Description of Services, 5	CONTRACTOR is required to keep all doors and locks in good order, condition, and repair. Damage or neglect to doors and locks caused by clients or CONTRACTOR personnel will be the obligation of CONTRACTOR. COUNTY to be consulted per COUNTY's obligation to Gates, Doors, and Locks on a case-by-case bases and will be repaired under reasonable wear and tear.
13	Gates, Doors and Locks (door is to COUNTY electrical room, HVAC room, elevator room, or other facility room used strictly by the COUNTY	COUNTY	Exhibit A, V. Services, C. Description of Services, 5; Exhibit B, I. Leasehold Terms, J. Maintenance Obligations of County	COUNTY will be responsible for the repair and maintenance of the doors and locks to COUNTY secured access areas (electrical room, fire control room, elevator machine room). Additionally, the COUNTY, under reasonable wear and tear, will repair gates and exit doors.

14	Electrical Lines Building System (inside walls), Power Distribution, Emergency Generator	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	Blank
15	Electrical Repairs/Replacement of Lighting Fixtures, Bulbs, Blasts, Lighting Controls	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	Blank
16	Elevators	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	Blank
17	Exterior Fencing/Walls	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	Blank
18	Building Fire System, Fire Alarm Monitoring, Smoke Detectors	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	N/A
19	Gas Lines	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	N/A
20	HVAC System & Filters, Building Automation System (BAS	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	N/A
21	Interior/Exterior Maintenance/Repairs to the Walls or Ceilings.	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	N/A



22	Roof	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	N/A
23	Storm Drain Repair	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	N/A
24	Below-Slab Grease Interceptor	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	N/A
25	Plumbing System (Inside walls and below slab)	COUNTY	Exhibit B, Leasehold Terms, I. Maintenance Obligations of County, J	N/A



Warranty List. Yale Shelter – 2229 Yale Street, Santa Ana

Description	Contractor/OEM	Term
SITE CONCRETE WORK		EXPIRED
MASONRY WORK		EXPIRED
STRUCTURAL STEEL		EXPIRED
ROUGH CARPENTRY		EXPIRED
ARCHITECTURAL WOODWORK		EXPIRED
WATERPROOFING		EXPIRED
ROOFING		EXPIRED
SHEET METAL		EXPIRED
DOORS, FRAMES AND HARDWARE	CONTRACTOR	EXPIRED
	SCHLAGE AUTOMATIC OPERATORS	EXPIRED
	SCHLAGE LIMITED PARTS	DEC 11 2035
	SCHLAGE MATERIAL AND WORKMANSHIP	DEC 11 2023
	VON DUPRIN EXIT DEVICES AND TRIM	DEC 11 2023
	VON DUPRIN ELECTRIC STRIKES (MECHANICAL)	DEC 11 2025
	VON DUPRIN ELECTRIC STRIKES (ELECTRICAL)	EXPIRED
	ZERO THRESHOLDS/SEALS	DEC 11 2023
SMOKEGUARD (ELEVATOR FIRE CURTAINS)		JAN 19 2024
FIRE DOORS		EXPIRED
SKYLIGHT	MATERIAL AND WORKMANSHIP	JUN 24 2030
	LEAKING	JUN 24 2030
GLASS AND GLAZING	CONTRACTOR	EXPIRED
	GLASSWEKS MANUFACTURING DEFECTS	JAN 31 2031
DRYWALL AND NON-STRUCTURAL FRAMING		EXPIRED
FLOORING AND BASE	CONTRACTOR	EXPIRED



	FORBO MANUFACTURING DEFECTS	DEC 11 2025
	JOHNSONITE	EXPIRED
PAINTING		EXPIRED
TOILET ACCESSORIES AND PARTITIONS		EXPIRED
	FRAME, TUB,CYLINDER,SHAFT, SEALS, BEARINGS AND BEARING	
	ALL OTHER PARTS	DEC 16 2023
LAUNDRY (DRYER)	TRUNION, BEARING AND BEARING HOUSING	DEC 16 2025
	ALL OTHER PARTS	DEC 16 2023
AWNING AND CANOPY		EXPIRED
FOOD SERVICE EQUIPMENT	MILK COOLER PARTS AND LABOR	DEC 11 2023
	MILK COOLER COMPRESSOR	DEC 11 2027
	ICE MACHINE PARTS AND LABOR	DEC 11 2023
	ICE MACHINE COMPRESSOR	DEC 11 2025
	WALK IN REFRIGERATION SYSTEM	EXPIRED
	WALK IN COMPRESSOR	DEC 11 2024
	REFRIGERATED BASE/PIZZA PREP PARTS AND LABOR	DEC 11 2023
	REFRIGERATED BASE/PIZZA PREP COMPRESSOR	DEC 11 2025
	ALL OTHER KITCHEN EQUIPMENT	EXPIRED
ELEVATORS		EXPIRED
FIRE PROTECTION		EXPIRED
HVAC AND PLUMBING	WATER HEATER MATERIALS AND WORKMANSHIP	DEC 11 2025
	WATER HEATER TANK LEAKS	DEC 11 2023
	GARBAGE DISPOSAL MATERIALS AND WORKMANSHIP	DEC 16 2029
	AC AAON UNITS MATERIALS AND WORKMANSHIP	EXPIRED
	AC AAON UNITS COMPRESSORS	JAN 19 2026
	AC LG VRF UNITS MATERIALS AND WORKMANSHIP	EXPIRED
	AC LG VRF UNITS COMPRESSORS	JAN 19 2027
ELECTRICAL	COMMUNICATIONS/SMART INFRASTRUCTURE	EXPIRED

	ELECTRICAL/DATA/FIRE ALARM/SECURITY	EXPIRED
	EV CHARGER	EXPIRED
ASPHALT		EXPIRED
SITE UTILITIES	SEWER/STORM DRAIN/ FIRE AND DOMESTIC	EXPIRED
FURNITURE	HERMAN MILLER MATERIALS AND WORKMANSHIP	DEC 11 2032
	SOI IDEON MATERIALS AND WORKMANSHIP	EXPIRED
	FERMOB MATERIALS AND WORKMANSHIP	DEC 11 2032



EXHIBIT C



County of Orange Standards of Care for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

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

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

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

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

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

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

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

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

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

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

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

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

Denial of Admission

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

Reasons for denial may include any of the following:

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

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

1.2.2. Intake and Orientation

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

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

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

1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

1.2.4. Equal Access and Gender Identity

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

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

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

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

1.2.5. Non-Discrimination

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

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

1.2.6. Reasonable Accommodations

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

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

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

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

1.2.7. Service Animals and Support Animals

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

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

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

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

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

1.2.8. Communication Accessibility

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

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

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

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

1.2.9. Participant Feedback

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

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

1.2.10. Incident Reporting

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

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

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

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

Email: OCShelterFeedback@ochca.com

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

1.2.11. Grievances

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

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

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

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

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

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

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

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

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

County Grievance Appeal Process

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

Dispute Resolution Services

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

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

1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

1.2.13. Hours of Operation and Curfew

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

1.2.14. Coordinated Entry System Integration

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

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

1.2.15. Food Services

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

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

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

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

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

1.2.16. Medication Storage

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

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

1.2.17. Storage and Personal Belongings

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

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

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

1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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

1.2.19. Communicable Diseases

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

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

2. Supportive Services

2.1. Case Management Access

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

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

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

2.2. Assessments

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

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

2.3. Housing Plans

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

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

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

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

2.4. Housing Focused Services

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

2.5. Services, Referrals and Linkages

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

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

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

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

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

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

2.6. Transportation

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

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

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

3. Staff Training

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

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

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

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

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

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

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

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

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

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

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

Interior air quality:

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

Water supply:

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

Thermal environment:

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

Illumination and electricity:

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

Sanitary facilities:

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

Food preparation:

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

Fire safety:

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

Emergency:

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

4.2. ADA Facility Standards

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

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

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

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

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

4.3. Hygiene Products

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

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

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

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

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

4.4. Hazardous Materials

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

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

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

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

5. Administration

5.1. Policies and Procedures

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

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

5.2. Staffing

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

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

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

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

5.3. HMIS Participation and Documentation

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

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

5.4. Document Storage and Retention

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

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

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

5.5. Quality Assurance

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

5.6. Program Monitoring

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

5.7. Reporting

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

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

5.8. Waivers

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

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

6. Attachments



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

Today's Date:	Date & Time of Incident:	Date of Notification of the Incident (if different from incident date):	Date Incident Report Submitted:	Was This Incident Reported Within 24 Hours of the <u>Date of Incident</u> (Required): <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, please explain circumstances:</i> _____ _____	
Provider:			Staff Name:		
Staff Telephone Number:			Staff Email Address:		
Program Manager:			Program Manager Phone Number:		
Address Where Incident Occurred:			Person to Contact Regarding the Incident: Name: _____ Title: _____		
Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.)					
Type of Incident (incidents occurring on premises) – Check all that apply: *Requires additional and immediate telephone notification to County					
<input type="checkbox"/> <i>Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</i>	<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: _____ _____ _____					



Critical Incident Report
County of Orange
County Executive Office, 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>		
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>	

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

Attachment

PROVIDER NAME

County of Orange/Office of Care Coordination

Grievance Description	<p>Grievance Description</p> <p><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>

Participant's Signature: _____ **Date:** _____

<u>Administrative Use Only</u>	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
County Executive Office, Office of Care Coordination
Shelter Grievance Process

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

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

STEP 1: Shelter Grievance Process

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

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

STEP 2: Shelter Appeal Process

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

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

STEP 3: County of Orange Grievance Appeal Process

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

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

In order to begin this process please contact the County:

By Telephone:

Marlene Diaz
 Grievance Specialist
 (714) 834-2262

By Email:

OCshelterfeedback@ocgov.com

By mail:

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



Attachment 4

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

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

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

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

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

Full Name (First and Last Name): _____ Date: _____

Phone: _____ Email: _____

Other means of contact: _____

Name of the Shelter Operator or Shelter Program:

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

Comments (if needed): _____

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

Comments (if needed): _____

Appeal Description

Please briefly explain what concerns you have with the shelter operator’s grievance and appeal decision. If you need additional space, please utilize the back of the paper or attach additional pages.



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

Desired Outcome

State what you would like to see happen with regard to this appeal.

Multiple horizontal lines for writing the desired outcome.

Additional Space

Multiple horizontal lines for additional space.

Participant's Signature: _____ **Date:** _____

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

Email: OCshelterfeedback@ocgov.com

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

Administrative Use Only

Internal Log # _____

Name of staff reviewing appeal: _____ Staff position: _____

Date staff received form: _____

Actions:

Referred participant back to shelter provider. Reason: _____

Grievance appeal review. Due date: _____

ATTACHMENT

B

ATTACHMENT B