

1 CONTRACT FOR PROVISION OF  
 2 BRIDGES AT KRAEMER PLACE YEAR-ROUND EMERGENCY SHELTER SERVICES  
 3 BETWEEN  
 4 COUNTY OF ORANGE  
 5 AND  
 6 MERCY HOUSE LIVING CENTERS  
 7 JULY 1, 2021 THROUGH JUNE 30, 2024  
 8

9 THIS CONTRACT entered into this July 1, 2021 (effective date), is by and between the COUNTY  
 10 OF ORANGE, a political subdivision of State of California (COUNTY), and Mercy House Living  
 11 Centers, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may  
 12 sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall  
 13 be administered by the Director of the COUNTY's Health Care Agency or an authorized designee  
 14 ("ADMINISTRATOR").  
 15

16 WITNESSETH:  
 17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Bridges at  
 19 Kraemer Place Year-Round Emergency Shelter Services described herein to individuals experiencing  
 20 homelessness in Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2021 – June 30, 2024

**Maximum Obligation:** \$8,700,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 879797165

**CONTRACTOR TAX ID Number:** 33-0315864

**Notices to COUNTY and CONTRACTOR:**

<p>COUNTY:</p> <p>County of Orange</p> <p>Health Care Agency</p> <p>Contract Services</p> <p>405 West 5th Street, Suite 600</p> <p>Santa Ana, CA 92701-4637</p>	<p>CONTRACTOR:</p> <p>Mercy House Living Centers</p> <p>807 N. Garfield</p> <p>Santa Ana, CA 92701</p>
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## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

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4	A. ARRA	American Recovery and Reinvestment Act of 2009
5	B. CalWORKs	California Work Opportunity and Responsibility for Kids
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CES	Coordinated Entry System
10	G. CFR	Code of Federal Regulations
11	H. CHPP	COUNTY HIPAA Policies and Procedures
12	I. COC	Continuum of Care
13	J. COI	Certificate of Insurance
14	K. CPA	Certified Public Accountant
15	L. DRS	Designated Record Set
16	M. EEOC	Equal Employment Opportunity Commission
17	N. EOC	Equal Opportunity Clause
18	O. FFS	Fee For Service
19	P. FSC	Family Solutions Collaborative
20	Q. FTE	Full Time Equivalent
21	R. GAAP	Generally Accepted Accounting Principles
22	S. HCA	County of Orange Health Care Agency
23	T. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
24		Law 104-191
25	U. HMIS	Homeless Management Information System
26	V. HSC	California Health and Safety Code
27	W. HUD	U.S. Department of Housing and Urban Development
28	X. MH	Mental Health
29	Y. MHSA	Mental Health Services Act
30	Z. OCR	Federal Office for Civil Rights
31	AA. OIG	Federal Office of Inspector General
32	AB. OMB	Federal Office of Management and Budget
33	AC. OPM	Federal Office of Personnel Management
34	AD. P&P	Policy and Procedure
35	AE. PA DSS	Payment Application Data Security Standard
36	AF. PATH	Projects for Assistance in Transition from Homelessness
37	AG. PC	California Penal Code

- 1 AH. PCI DSS Payment Card Industry Data Security Standards
- 2 AI. PHI Protected Health Information
- 3 AJ. PII Personally Identifiable Information
- 4 AK. PRA California Public Records Act
- 5 AL. PSC Professional Services Contract System
- 6 AM. SIR Self-Insured Retention
- 7 AN. SMA Statewide Maximum Allowable (rate)
- 8 AO. SOW Scope of Work
- 9 AP. UOS Units of Service
- 10 AQ. USC United States Code
- 11 AR. WIC Women, Infants and Children

12  
13 **II. ALTERATION OF TERMS**

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

17 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of  
18 this Contract or any Exhibits thereof, whether written or verbal, made by the Parties, their officers,  
19 employees or agents shall be valid unless made in the form of a written amendment to this Contract,  
20 which has been formally approved and executed by both Parties.

21  
22 **III. ASSIGNMENT OF DEBTS**

23 Unless this Contract is followed without interruption by another Contract between the Parties hereto  
24 for the same services and substantially the same scope, at the termination of this Contract,  
25 CONTRACTOR shall assign to COUNTY any debts owed to CONTRACTOR by or on behalf of  
26 persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail  
27 each of the relevant Parties, specifying the date of assignment, the County of Orange as assignee, and  
28 the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf  
29 of said persons, shall be immediately given to COUNTY.

30  
31 **IV. COMPLIANCE**

32 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and  
33 procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider  
34 Trainings (together, "Compliance Program") for the purpose of ensuring adherence to all rules and  
35 regulations related to federal and state homeless service and employment programs.

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1 1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures  
2 relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply  
3 with in relation to Covered Individuals performing services under this Contract.

4 2. CONTRACTOR has the option to develop and provide, or make available to,  
5 ADMINISTRATOR copies of its own Compliance Program policies and procedures.  
6 CONTRACTOR's Compliance Program policies and procedures shall be verified by  
7 ADMINISTRATOR's Compliance Department to ensure they include all required elements of the  
8 ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract  
9 prior to implementation. These elements include:

- 10 a. Designation of a Compliance Officer and/or compliance staff.
- 11 b. Written standards, policies and/or procedures.
- 12 c. Compliance related training and/or education program and proof of completion.
- 13 d. Communication methods for reporting concerns to the Compliance Officer.
- 14 e. Methodology for conducting internal monitoring and auditing.
- 15 f. Methodology for detecting and correcting offenses.
- 16 g. Methodology/Procedure for enforcing disciplinary standards.

17 3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of  
18 its own Compliance Program policies and procedures, CONTRACTOR shall comply with  
19 ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to  
20 the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed  
21 acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance  
22 Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary,  
23 complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

24 4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall  
25 submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and  
26 procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's  
27 Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not  
28 exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance  
29 Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the  
30 HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing  
31 required elements and CONTRACTOR shall revise its Compliance Program to meet  
32 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
33 Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

34 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
35 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure  
36 that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance  
37 Program and contact information for the ADMINISTRATOR's Compliance Program.



1 B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General  
2 Compliance Training available to Covered Individuals.

3 1. CONTRACTORS that have acknowledged that they will comply with  
4 ADMINISTRATOR’s Compliance Program shall use their best efforts to encourage completion by all  
5 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one  
6 (1) designated representative to complete ADMINISTRATOR’s General Compliance Training when  
7 offered.

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

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

11 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
12 copies of training certification upon request.

13 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
14 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
15 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
16 CONTRACTOR shall provide copies of the certifications.

17 C. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized  
18 Provider Training, where appropriate, available to Covered Individuals.

19 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
20 Individuals relative to this Contract. This includes compliance with federal and state HOMELESS  
21 SERVICES program regulations and procedures or instructions otherwise communicated by regulatory  
22 agencies.

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

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

26 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
27 provide copies of the certifications upon request.

28 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
29 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a  
30 group setting while CONTRACTOR shall retain the certifications. Upon written request by  
31 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

32 D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
33 breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the  
34 Contract.

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**V. CONFIDENTIALITY**

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of the Orange County Bridges at Kraemer Place Year-Round Shelter Services Program, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Contract.

3. In the event of a collaborative service agreement between Homeless Services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Participants receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

**VI. CONFLICT OF INTEREST**

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. This obligation shall also apply to CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors, consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

**VII. CORRECTIVE ACTION PLAN**

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

1 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an  
2 acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the  
3 right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the  
4 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR’s satisfaction will constitute a  
5 material breach and be grounds for termination of this Contract.

6  
7 **VIII. COST REPORT**

8 A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days  
9 following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance  
10 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions  
11 Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between  
12 programs, cost centers, services, and funding sources in accordance with such requirements and  
13 consistent with prudent business practice, which costs and allocations shall be supported by source  
14 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon  
15 reasonable notice.

16 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time  
17 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
18 following:

19 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each  
20 business day after the above specified due date that the accurate and complete Cost Report is not  
21 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The  
22 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
23 CONTRACTOR.

24 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
25 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
26 accurate and complete Cost Report is delivered to ADMINISTRATOR.

27 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
28 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
29 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

30 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report  
31 within one hundred and eighty (180) calendar days following the termination of this Contract, and  
32 CONTRACTOR has not entered into a subsequent or new Contract for any other services with  
33 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall  
34 be immediately reimbursed to COUNTY.

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1 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
2 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR  
3 shall document that costs are reasonable and allowable and directly or indirectly related to the services  
4 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if  
5 any.

6 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
7 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
8 forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim  
9 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
10 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
11 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
12 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
13 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
14 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

15 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
16 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly  
17 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
18 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the  
19 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days  
20 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any  
21 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

22 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
23 this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly  
24 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such  
25 payment does not exceed the Maximum Obligation of COUNTY.

26 F. All Cost Reports shall contain the following attestation, which may be typed directly on or  
27 attached to the Cost Report:

28  
29 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
30 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
31 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
32 knowledge and belief, costs reimbursed through this Contract are reasonable and  
33 allowable and directly or indirectly related to the services provided and that this Cost  
34 Report is a true, correct, and complete statement from the books and records of  
35 (provider name) in accordance with applicable instructions, except as noted. I also  
36 hereby certify that I have the authority to execute the accompanying Cost Report.  
37

1 Signed \_\_\_\_\_  
 2 Name \_\_\_\_\_  
 3 Title \_\_\_\_\_  
 4 Date \_\_\_\_\_"

6 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

7 A. CONTRACTOR certifies that it and its principals:

8 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
9 voluntarily excluded, or placed on any such lists, by any federal department or agency.

10 2. Have not within a three-year period preceding this Contract been convicted of or had a civil  
11 judgment rendered against them for commission of fraud or a criminal offense in connection with  
12 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
13 under a public transaction; violation of federal or state antitrust statutes or commission of  
14 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or  
15 receiving stolen property.

16 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,  
17 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.  
18 above.

19 4. Have not within a three-year period preceding this Contract had one or more public  
20 transactions (federal, state, or local) terminated for cause or default.

21 5. Shall not knowingly enter into any lower tier covered transaction with a person who is  
22 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,  
23 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless  
24 authorized by the State of California.

25 6. Shall include without modification, the clause titled "Certification Regarding Debarment,  
26 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions  
27 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in  
28 accordance with 2 CFR Part 376.

29 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and  
30 Coverage sections of the rules implementing 51 F.R. 6370.

31  
32 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

33 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
34 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
35 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
36 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
37 Any attempted delegation in derogation of this paragraph shall be void.



1 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as  
2 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new  
3 owners shall be required under the terms of sale or such other instruments of transfer for the assignment  
4 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the  
5 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
6 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification  
7 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to  
8 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.  
9 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,  
10 in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the  
11 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph  
12 shall be void.

13 1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change  
14 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in  
15 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month  
16 period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is  
17 transitioning from a community clinic/health center to a Federally Qualified Health Center and has been  
18 so designated by the Federal Government.

19 2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in  
20 the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of  
21 the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a  
22 sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing  
23 body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

24 3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any  
25 change to another structure, including a change in more than fifty percent (50%) of the composition of  
26 its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month  
27 period of time, shall be deemed an assignment for purposes of this paragraph.

28 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
29 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
30 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
31 governing body of CONTRACTOR at one time.

32 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out  
33 by means of subcontracts, provided such subcontractors are approved in advance by  
34 ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity  
35 under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in  
36 writing by ADMINISTRATOR prior to the beginning of service delivery.

37 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the

1 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
2 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
3 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

4 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
5 pursuant to this Contract.

6 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
7 amounts claimed for subcontracts not approved in accordance with this paragraph.

8 4. This provision shall not be applicable to service agreements usually and customarily  
9 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional  
10 services provided by consultants.

11 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's  
12 status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in  
13 writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to  
14 litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as  
15 any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during  
16 the period of Contract performance.

17  
18 **XI. DISPUTE RESOLUTION**

19 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
20 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
21 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be  
22 brought to the attention of the County Purchasing Agent by way of the following process:

23 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final  
24 decision regarding the disposition of any dispute between the Parties arising under, related to, or  
25 involving this Contract.

26 2. CONTRACTOR's written demand shall be fully supported by factual information, and  
27 shall include with the demand a written statement signed by an authorized representative indicating that  
28 the demand is made in good faith, that the supporting data are accurate and complete. If such demand  
29 involves a cost adjustment to the Contract, CONTRACTOR's written statement shall state that the  
30 amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes  
31 COUNTY is liable.

32 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,  
33 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,  
34 including the provision of services. CONTRACTOR's failure to proceed diligently shall constitute a  
35 material breach and be grounds for termination of this Contract.

36 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and  
37 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision

1 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
2 decision adverse to CONTRACTOR's contentions.

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

## 10 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

11 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
12 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
13 consultants performing work under this Contract meet the citizenship or alien status requirements set  
14 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
15 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
16 employment eligibility status required by federal or state statutes and regulations including, but not  
17 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
18 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
19 covered employees, subcontractors, and consultants for the period prescribed by the law.

## 20 **XIII. EQUIPMENT**

21 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
22 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
23 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively  
24 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000  
25 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as  
26 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes  
27 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain  
28 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
29 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
30 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated  
31 according to GAAP.

32 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any  
33 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR  
34 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
35 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
36  
37



1 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
2 purchased asset in an Equipment inventory.

3 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to  
4 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in  
5 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
6 is purchased. Title of expensed Equipment shall be vested with COUNTY.

7 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
8 with funds paid through this Contract, including date of purchase, purchase price, serial number, model  
9 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall  
10 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if  
11 any.

12 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
13 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
14 or all Equipment to COUNTY.

15 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
16 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,  
17 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
18 Equipment are moved from one location to another or returned to COUNTY as surplus.

19 G. Unless this Contract is followed without interruption by another Contract between the Parties  
20 for substantially the same type and scope of services, at the termination of this Contract for any cause,  
21 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this  
22 Contract.

23 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
24 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
25

#### 26 **XIV. FACILITIES, PAYMENTS AND SERVICES**

27 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
28 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.  
29 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the  
30 minimum number and type of staff which meet applicable federal and state requirements, and which are  
31 necessary for the provision of the services hereunder. Service disruptions must be reported to COUNTY  
32 immediately and be approved in writing by the ADMINISTRATOR

33 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
34 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.  
35 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in  
36 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.  
37 //

1 **XV. INDEMNIFICATION AND INSURANCE**

2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
4 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
5 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
6 including but not limited to personal injury or property damage, arising from or related to the services,  
7 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
8 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
9 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
10 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
11 request a jury apportionment.

12 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all  
13 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
14 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.  
15 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements  
16 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors  
17 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject  
18 to the same terms and conditions as set forth herein for CONTRACTOR.

19 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
20 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an  
21 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
22 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
23 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the  
24 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
25 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
26 insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by  
27 COUNTY representative(s) at any reasonable time.

28 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
29 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
30 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
31 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
32 Contract, agrees to all of the following:

33 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
34 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
35 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole  
36 cost and expense with counsel approved by Board of Supervisors against same; and

37 //

2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$5,000,000 per occurrence
Workers’ Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Employee Dishonesty	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

1 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
2 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

3 I. REQUIRED ENDORSEMENTS

4 1. The Commercial General Liability policy shall contain the following endorsements, which  
5 shall accompany the COI:

6 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least  
7 as broad naming the County of Orange, its elected and appointed officials, officers, agents and  
8 *employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY***  
9 ***WRITTEN CONTRACT.***

10 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
11 least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-  
12 insurance maintained by the County of Orange shall be excess and non-contributing.

13 2. The Network Security and Privacy Liability policy shall contain the following  
14 endorsements which shall accompany the Certificate of Insurance:

15 a. An Additional Insured endorsement naming the County of Orange, its elected and  
16 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

17 b. A primary and non-contributing endorsement evidencing that the CONTRACTOR’s  
18 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
19 excess and non-contributing.

20 J. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving  
21 all rights of subrogation against the *County of Orange, its elected and appointed officials,*  
22 *officers, agents and employees,* or provide blanket coverage, which will state ***AS REQUIRED BY***  
23 ***WRITTEN CONTRACT.***

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

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

30 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy  
31 cancellation and within ten (10) business days for non-payment of premium and provide a copy of the  
32 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
33 breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate  
34 this Contract.

35 N. If CONTRACTOR’s Network Security & Privacy Liability is a “Claims Made” policy,  
36 CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the  
37 Contract.

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

3 P. Insurance certificates should be forwarded to COUNTY at the address specified in the  
4 Referenced Contract Provisions of this Contract.

5 Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven  
6 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract  
7 may be terminated by County without penalty.

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

12 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
13 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
14 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
15 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to  
16 all legal remedies.

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

20 U. SUBMISSION OF INSURANCE DOCUMENTS

21 1. The COI and endorsements shall be provided to COUNTY as follows:

- 22 a. Prior to the start date of this Contract.
- 23 b. No later than the expiration date for each policy.
- 24 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
25 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

26 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in  
27 the Referenced Contract Provisions of this Contract.

28 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
29 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have  
30 sole discretion to impose one or both of the following:

31 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
32 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the  
33 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
34 submitted to ADMINISTRATOR.

35 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
36 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and  
37 //



1 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
2 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

3 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
4 CONTRACTOR’s monthly invoice.

5 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
6 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
7 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
8

9 **XVI. INSPECTIONS AND AUDITS**

10 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
11 of the State of California, the Comptroller General of the United States, or any other of their authorized  
12 representatives, shall to the extent permissible under applicable law have access to any books,  
13 documents, and records, including but not limited to, financial statements, general ledgers, relevant  
14 accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this  
15 Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review,  
16 evaluation, or examination, or making transcripts during the periods of retention set forth in the Records  
17 Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times  
18 inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which  
19 they are provided.

20 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
21 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
22 Contract, and shall provide the above-mentioned persons adequate office space to conduct such  
23 evaluation or monitoring.

24 C. AUDIT RESPONSE

25 1. Following an audit report, in the event of non-compliance with applicable laws and  
26 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as  
27 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
28 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
29 (30) calendar days after receiving notice from ADMINISTRATOR.

30 2. If the audit reveals that money is payable from one Party to the other, that is,  
31 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
32 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
33 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
34 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
35 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
36 amount not to exceed the reimbursement due COUNTY.

37 //

1 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file  
2 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as  
3 may be required during the term of this Contract.

4 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
5 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
6 financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the  
7 cost of such operation or audit is reimbursed in whole or in part through this Contract.

8  
9 **XVII. LICENSES AND LAWS**

10 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
11 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,  
12 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,  
13 regulations and requirements of the United States, the State of California, COUNTY, and all other  
14 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and  
15 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,  
16 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be  
17 cause for termination of this Contract.

18 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
19 requirements as they exist now or may be hereafter amended or changed. The applicable provisions of  
20 laws, regulations, and requirements for the provision of services under this Contract shall include, but  
21 not be limited to, the following:

- 22 1. ARRA of 2009.
- 23 2. Trafficking Victims Protection Act of 2000.
- 24 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 25 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 26 5. CCR, Title 17, Public Health.
- 27 6. CCR, Title 22, Social Security.
- 28 7. CFR, Title 42, Public Health.
- 29 8. CFR, Title 45, Public Welfare.
- 30 9. USC Title 42. Public Health and Welfare.
- 31 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 32 11. 42 USC §1857, et seq., Clean Air Act.
- 33 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 34 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 35 14. McKinney-Vento Homeless Assistance Act

36 //

37 //

1 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
3 Awards.

4  
5 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

6 A. Any written information or literature, including educational or promotional materials,  
7 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
8 to this Contract must be approved at least thirty (30) business days in advance and in writing by  
9 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written  
10 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
11 and electronic media such as the Internet.

12 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
13 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
14 Contract must be approved in advance at least thirty (30) business days and in writing by  
15 ADMINISTRATOR.

16 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
17 available social media sites) in support of the services described within this Contract, CONTRACTOR  
18 shall develop social media policies and procedures and have them available to ADMINISTRATOR  
19 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media  
20 used to either directly or indirectly support the services described within this Contract. CONTRACTOR  
21 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
22 media developed in support of the services described within this Contract. CONTRACTOR shall also  
23 include any required funding statement information on social media when required by  
24 ADMINISTRATOR.

25 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
26 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

27  
28 **XIX. MAXIMUM OBLIGATION**

29 A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract  
30 is as specified in the Referenced Contract Provisions of this Contract.

31 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
32 percent (10%) of funding for this Agreement.

33  
34 **XX. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
37 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or



1 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall  
 2 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid  
 3 no less than the greater of the federal or California Minimum Wage.

4 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
 5 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
 6 standards pursuant to providing services pursuant to this Contract.

7 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
 8 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
 9 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
 10 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

## 11 **XXI. NONDISCRIMINATION**

### 12 **A. EMPLOYMENT**

13 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined  
 14 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee  
 15 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
 16 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
 17 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,  
 18 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its  
 19 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for  
 20 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,  
 21 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
 22 gender expression, age, sexual orientation, or military and veteran status.

23 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
 24 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
 25 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection  
 26 for training, including apprenticeship.

27 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
 28 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
 29 the provision of benefits.

30 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
 31 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
 32 Opportunity Commission setting forth the provisions of the EOC.

33 5. All solicitations or advertisements for employees placed by or on behalf of  
 34 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
 35 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
 36 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
 37

1 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
2 shall be deemed fulfilled by use of the term EOE.

3 6. Each labor union or representative of workers with which CONTRACTOR and/or  
4 subcontractor has a collective bargaining agreement or other contract or understanding must post a  
5 notice advising the labor union or workers' representative of the commitments under this  
6 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to  
7 employees and applicants for employment.

8 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
9 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
10 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
11 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
12 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
13 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
14 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
15 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
16 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
17 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
18 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
19 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
20 factors identified above:

21 1. Denying a Participant or potential Participant any service, benefit, or accommodation.

22 2. Providing any service or benefit to a Participant which is different or is provided in a  
23 different manner or at a different time from that provided to other Participants.

24 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed  
25 by others receiving any service and/or benefit.

26 4. Treating a Participant differently from others in satisfying any admission requirement or  
27 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
28 any service and/or benefit.

29 5. Assignment of times or places for the provision of services.

30 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all  
31 Participants through a written statement that CONTRACTOR's and/or subcontractor's Participants may  
32 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,  
33 subcontractor, and ADMINISTRATOR.

34 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR  
35 shall establish an internal informal problem resolution process for Participants not able to resolve such  
36 problems at the point of service. Participants may initiate a grievance or complaint directly with  
37 CONTRACTOR either orally or in writing.

1 a. COUNTY shall establish a formal resolution and grievance and appeals process in the  
2 event informal processes do not yield a resolution.

3 b. Throughout the problem resolution and grievance and appeals process, Participant  
4 rights shall be maintained, including access to the COUNTY’s grievance and appeals process at any  
5 point in the process.

6 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
7 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to  
8 request a State Fair Hearing.

9 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
10 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
11 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
12 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
13 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
14 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
15 with succeeding legislation.

16 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
17 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
18 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
19 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
20 enforce rights secured by federal or state law.

21 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
22 state law, this Contract may be canceled, terminated or suspended in whole or in part and  
23 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
24 state or COUNTY funds.

25  
26 **XXII. NOTICES**

27 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
28 authorized or required by this Contract shall be effective:

29 1. When written and deposited in the United States mail, first class postage prepaid and  
30 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by  
31 ADMINISTRATOR;

32 2. When faxed, transmission confirmed;

33 3. When sent by E-Mail; or

34 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
35 Service, or any other expedited delivery service.

36 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
37 this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

1 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
2 Parcel Service, or any other expedited delivery service.

3 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
4 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
5 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
6 damage to any COUNTY property in possession of CONTRACTOR.

7 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by  
8 ADMINISTRATOR.

9  
10 **XXIII. NOTIFICATION OF DEATH**

11 A. Upon becoming aware of the death of any person served pursuant to this Contract,  
12 CONTRACTOR shall immediately notify ADMINISTRATOR.

13 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
14 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
15 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

16 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
17 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
18 served pursuant to this Contract; notice need only be given during normal business hours.

19 2. WRITTEN NOTIFICATION

20 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
21 via encrypted E-Mail to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
22 aware of the death due to non-terminal illness of any person served pursuant to this Contract.

23 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
24 report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming  
25 aware of the death due to terminal illness of any person served pursuant to this Contract.

26 c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR  
27 may hand deliver or fax to a known number said notification.

28 C. If there are any questions regarding the cause of death of any person served pursuant to this  
29 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to  
30 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
31 Notification of Death Paragraph.

32  
33 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

34 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
35 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve  
36 Clients or occur in the normal course of business.

37 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance

1 of any applicable public event or meeting. The notification must include the date, time, duration,  
2 location and purpose of the public event or meeting. Any promotional materials or event related flyers  
3 must be approved by ADMINISTRATOR prior to distribution.

4 //

5 **XXV. PARTICIPANT’S RIGHTS**

6 A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County  
7 Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff.  
8 Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily  
9 accessible to Participants to take without having to request the form or envelope.

10 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an  
11 internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant  
12 shall have access.

13 1. CONTRACTOR’s grievance and appeals processes shall incorporate COUNTY’s  
14 grievance, appeals, participants’ rights, and/or utilization management guidelines and procedures. The  
15 participant has the right to utilize either or both grievance and appeals process(es) simultaneously in  
16 order to resolve their dissatisfaction.

17 C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to  
18 CONTRACTOR, file a grievance, file an appeal, and file a complaint.

19  
20 **XXVI. PAYMENT CARD COMPLIANCE**

21 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business  
22 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR  
23 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant  
24 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in  
25 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to  
26 return to compliance and shall be compliant within ten (10) business days of the commencement of any  
27 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written  
28 certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

29  
30 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

31 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
32 of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services  
33 provided and in accordance with this Contract and all applicable requirements.

34 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
35 which claims are submitted for reimbursement under this Contract and the charges thereto. Such  
36 records shall include, but not be limited to, individual housing plans, case management plans and  
37 utilization review records.



1 2. CONTRACTOR shall keep and maintain records of each service rendered to each  
2 participant, the identity of the participant to whom the service was rendered, the date the service was  
3 rendered, and such additional information as ADMINISTRATOR may require.

4 //

5 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and  
6 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
7 claimed to have been incurred in the performance of this Contract and in accordance with County  
8 policies of reimbursement and GAAP.

9 B. CONTRACTOR shall implement and maintain acceptable administrative, technical and  
10 physical safeguards to ensure the privacy and security of health related and/or personally identifying  
11 information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of  
12 participant's health related and/or personally identifying information in possession of CONTRACTOR,  
13 CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of  
14 disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized  
15 use or disclosure.

16 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR  
17 shall maintain participant records and must establish and implement written record management  
18 procedures.

19 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
20 termination of the contract, unless a longer period is required due to legal proceedings such as litigations  
21 and/or settlement of claims.

22 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
23 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
24 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
25 written approval to CONTRACTOR to maintain records in a single location, identified by  
26 CONTRACTOR.

27 F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify  
28 ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight  
29 (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the  
30 PRA request.

31 G. CONTRACTOR may retain participant documentation electronically in accordance with the  
32 terms of this Contract and common business practices. If documentation is retained electronically,  
33 CONTRACTOR shall, in the event of an audit or site visit:

34 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit  
35 or site visit.

36 2. Provide auditor or other authorized individuals access to documents via a computer  
37 terminal.

1 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
2 requested.

3 **XXVIII. RESEARCH AND PUBLICATION**

4 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
5 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for  
6 publication.

7  
8 **XXIX. REVENUE**

9 A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
10 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.  
11 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

12 B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately  
13 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically  
14 provide for the identification of delinquent accounts and methods for pursuing such accounts.  
15 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current  
16 status of fees which are billed, collected, transferred to a collection agency, or deemed by  
17 CONTRACTOR to be uncollectible.

18 C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
19 persons other than individuals or groups eligible for services pursuant to this Contract.

20  
21 **XXX. SEVERABILITY**

22 If a court of competent jurisdiction declares any provision of this Contract or application thereof to  
23 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
24 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
25 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
26 force and effect, and to that extent the provisions of this Contract are severable.

27  
28 **XXXI. SPECIAL PROVISIONS**

29 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
30 purposes:

- 31 1. Making cash payments to intended recipients of services through this Contract.
- 32 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
33 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
34 use of appropriated funds to influence certain federal contracting and financial transactions).
- 35 3. Fundraising.
- 36 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
37 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of

1 Directors or governing body.

2 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing  
3 body for expenses or services.

4 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,  
5 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
6 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

7 7. Paying an individual salary or compensation for services at a rate in excess of the current  
8 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
9 Schedule may be found at www.opm.gov.

10 8. Severance pay for separating employees.

11 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
12 codes and obtaining all necessary building permits for any associated construction.

13 10. Supplanting current funding for existing services.

14 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
15 shall not use the funds provided by means of this Contract for the following purposes:

16 1. Funding travel or training (excluding program-related mileage or parking).

17 2. Making phone calls outside of the local area unless documented to be directly for the  
18 purpose of Participant care.

19 3. Payment for grant writing, consultants, certified public accounting, or legal services.

20 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
21 contribute to the quality of services to be provided pursuant to this Contract.

22 5. Purchasing or improving land, including constructing or permanently improving any  
23 building or facility, except for tenant improvements.

24 6. Providing inpatient hospital services or purchasing major medical equipment.

25 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
26 funds (matching).

27 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
28 CONTRACTOR’s Participants outside of program Scope of Services.

29  
30 **XXXII. STATUS OF CONTRACTOR**

31 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
32 wholly responsible for the manner in which it performs the services required of it by the terms of this  
33 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
34 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the  
35 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
36 or any of CONTRACTOR’s employees, agents, consultants, volunteers, interns, or subcontractors.  
37 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,



1 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
2 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
3 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and  
4 shall not be considered in any manner to be COUNTY’s employees.

5  
6 **XXXIII. TERM**

7 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of  
8 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the  
9 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this  
10 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond  
11 this term, including but not limited to, obligations with respect to confidentiality, indemnification,  
12 audits, reporting, and accounting.

13 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend  
14 or holiday may be performed on the next regular business day.

15  
16 **XXXIV. TERMINATION**

17 A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days’ written  
18 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
19 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

20 B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence  
21 of any of the following events:

- 22 1. The loss by CONTRACTOR of legal capacity.
- 23 2. Cessation of services without cause.
- 24 3. The delegation or assignment of CONTRACTOR’s services, operation or administration  
25 without the prior written consent of COUNTY.
- 26 4. The neglect by any licensed person employed by CONTRACTOR of any duty required  
27 pursuant to this Contract.
- 28 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
29 this Contract.
- 30 6. The continued incapacity of any licensed person to perform duties required pursuant to this  
31 Contract.
- 32 7. Unethical conduct or malpractice by any physician or licensed person providing services  
33 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
34 removes such licensed person from serving persons assisted pursuant to this Contract.

35 **C. CONTINGENT FUNDING**

- 36 1. Any obligation of COUNTY under this Contract is contingent upon the following:  
37 a. The continued availability of federal, state and County funds for reimbursement of

1 COUNTY's expenditures, and

2 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
3 approved by the Orange County Board of Supervisors.

4 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
5 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to  
6 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
7 CONTRACTOR shall not be obligated to accept the renegotiated terms.

8 D. In the event this Contract is suspended or terminated prior to the completion of the term as  
9 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its  
10 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced  
11 term of the Contract.

12 E. In the event this Contract is terminated CONTRACTOR shall do the following:

13 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
14 is consistent with recognized standards of quality care and prudent business practice.

15 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of  
16 Contract performance during the remaining Contract term.

17 3. Until the date of termination, continue to provide the same level of service required by this  
18 Contract.

19 4. If Participant's records are to be transferred to another facility for services, furnish  
20 ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by  
21 ADMINISTRATOR to effect an orderly transfer.

22 5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent  
23 with Participant's best interests.

24 6. If records are to be transferred to COUNTY, pack and label such records in accordance  
25 with directions provided by ADMINISTRATOR.

26 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
27 supplies purchased with funds provided by COUNTY.

28 8. To the extent services are terminated, cancel outstanding commitments covering the  
29 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
30 commitments which relate to personal services. With respect to these canceled commitments,  
31 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
32 arising out of such cancellation of commitment which shall be subject to written approval of  
33 ADMINISTRATOR.

34 9. Provide written notice of termination of services to each Participant being served under this  
35 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
36 //

37 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar

1 day period.

2 **XXXV. THIRD PARTY BENEFICIARY**

3 Neither Party hereto intends that this Contract shall create rights hereunder in third parties  
4 including, but not limited to, any subcontractors or any Participants provided services pursuant to this  
5 Contract.

6  
7 **XXXVI. WAIVER OF DEFAULT OR BREACH**

8 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
9 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
10 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
11 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
12 Contract.

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37 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State

1 of California.

2  
3 MERCY HOUSE LIVING CENTERS

4  
5 DocuSigned by:  
6 BY: Larry Haynes DATED: 3/23/2021  
7 31D77984093F487...

8 TITLE: Executive Director

9  
10 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

11  
12 TITLE: \_\_\_\_\_

13  
14  
15  
16 COUNTY OF ORANGE

17  
18  
19 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

20 HEALTH CARE AGENCY

21  
22  
23  
24  
25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

28  
29 DocuSigned by:  
30 BY: Massoud Shamel DATED: 3/23/2021  
31 79055CA571A94F8...

32 DEPUTY

33 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
34 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
35 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
36 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
37 signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
2 TO THE CONTRACT FOR PROVISION OF  
3 BRIDGES AT KRAEMER PLACE YEAR-ROUND EMERGENCY SHELTER SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 MERCY HOUSE LIVING CENTERS  
8 JULY 1, 2021 THROUGH JUNE 30, 2024

9 **I. COMMON TERMS AND DEFINITIONS**

10 A. The parties agree to the following terms and definitions, and to those terms and definitions  
11 which, for convenience, are set forth elsewhere in the Agreement.

12 1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion  
13 of the entry and evaluation documents into HMIS and documentation that the Consumers are receiving  
14 services at a level and frequency and duration that is consistent with each Consumer’s level of  
15 impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based  
16 practices.

17 2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care,  
18 grooming, money and household management, personal safety, symptom monitoring, etc.

19 3. Admission means documentation, by CONTRACTOR, of completion of the entry and  
20 evaluation documents into HMIS.

21 4. Benefits Specialist means a specialized position that would primarily be responsible for  
22 coordinating Consumer applications and appeals for State and Federal benefits.

23 5. Best Practices means a term that is often used inter-changeably with “evidence-based  
24 practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to  
25 Recovery-consistent mental health practices where the Recovery process is supported with scientific  
26 intervention that best meets the needs of the Consumer at this time.

27 a. EBP means Evidence-Based Practices and refers to the interventions utilized for which  
28 there is consistent scientific evidence showing they improved Consumer outcomes and meets the  
29 following criteria: it has been replicated in more than one geographic or practice setting with consistent  
30 results; it is recognized in scientific journals by one or more published articles; it has been documented  
31 and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

32 6. Case Management Linkage Brokerage means a process of identification, assessment of  
33 need, planning, coordination and linking, monitoring and continuous evaluation of Consumers and of  
34 available resources and advocacy through a process of casework activities in order to achieve the best  
35 possible resolution to individual needs in the most effective way possible. This includes supportive  
36 assistance to the Consumer in the assessment, determination of need and securing of adequate and  
37 appropriate living arrangements.

1 7. CAT means Crisis Assessment Team and provides twenty-four (24) hour mobile response  
2 services to any adult who has a behavioral health emergency. This program assists law enforcement,  
3 social service agencies, and families in providing crisis intervention services for individuals who are in  
4 behavioral health crises. CAT is a multi-disciplinary program that conducts risk assessments, initiates  
5 involuntary hospitalizations as necessary, and provides case management, linkage and follow up  
6 services for individuals evaluated.

7 8. Participant or Individual means an individual, referred by COUNTY or enrolled in  
8 CONTRACTOR’s program for services under the Agreement

9 9. CES means Coordinated Entry System and refers to the mechanism for allocating available  
10 housing units into a systematic resource targeting process designed to implement localized priorities for  
11 program participants. The CES covers the geographic area of the County and is regionally focused by  
12 Service Planning Areas, is easily accessed by individuals and families seeking housing and services and  
13 includes a comprehensive and standardized process used by all service providers in the Orange County  
14 System of Care.

15 10. CoC means Continuum of Care, a regional or local planning body that coordinates housing  
16 and services funding for homeless families and individuals. The CoC strategizes the community plan to  
17 organize and deliver housing and services to meet the specific needs of people who are homeless as they  
18 move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and  
19 prevent a return to homelessness.

20 11. Engagement means the process by which a trusting relationship between worker and  
21 Consumer(s) is established with the goal to link the individual(s) to the appropriate services.  
22 Engagement of Consumer(s) is the objective of a successful Outreach.

23 12. Face-to-Face means an encounter between Consumer and provider where they are both  
24 physically present.

25 13. HMIS means Homeless Management Information System and refers to the local  
26 information technology system used to collect client-level data on the provision of housing and services  
27 to homeless individuals and families, as well as persons at risk of homelessness.

28 14. Housing Specialist means a specialized position dedicated to developing the full array of  
29 housing options for their program and monitoring their suitability for the population served in  
30 accordance with the minimal housing standards policy set by the COUNTY for their program. This  
31 individual is also responsible for assisting Consumers with applications to low income housing, housing  
32 subsidies, senior housing, etc.

33 15. Individual Services and Support Funds – Flexible Funds means funds intended for use to  
34 provide individuals and/or their families with immediate assistance, as deemed necessary, for the  
35 treatment of their behavioral health disorder and their overall quality of life. Flexible Funds are  
36 generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous

37 //

1 expenditures that are individualized and appropriate to support Consumer’s mental health treatment  
2 activities.

3 16. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and  
4 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek  
5 services.

6 17. Member Advisory Board means a member-driven board, which shall direct the activities,  
7 provide recommendations for ongoing program development and create the rules of conduct for the  
8 program.

9 18. Mental Health Services means interventions designed to provide the maximum reduction of  
10 mental disability and restoration or maintenance of functioning consistent with the requirements for  
11 learning, development and enhanced self-sufficiency. Services shall include:

12 a. Assessment means a service activity, which may include a clinical analysis of the  
13 history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural  
14 issues and history, Diagnosis and the use of testing procedures.

15 b. Collateral means a significant support person in a beneficiary’s life and is used to  
16 define services provided to them with the intent of improving or maintaining the mental health status of  
17 the Consumer. The beneficiary may or may not be present for this service activity.

18 c. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on  
19 behalf of a Consumer for a condition that requires more timely response than a regularly scheduled visit.  
20 Service activities may include, but are not limited to, assessment, collateral and therapy.

21 e. Rehabilitation Service means an activity which includes assistance in improving,  
22 maintaining, or restoring a Consumer’s or group of Consumers’ functional skills, daily living skills,  
23 social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources  
24 and/or medication education.

25 f. Targeted Case Management means services that assist a beneficiary to access needed  
26 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The  
27 service activities may include, but are not limited to, communication, coordination and referral;  
28 monitoring service delivery to ensure beneficiary access to service and the service delivery system;  
29 monitoring of the beneficiary’s progress; and plan development.

30 g. Therapy means a service activity which is a therapeutic intervention that focuses  
31 primarily on symptom reduction as a means to improve functional impairments. Therapy may be  
32 delivered to an individual or group of beneficiaries which may include family therapy in which the  
33 beneficiary is present.

34 19. MHSA means Mental Health Services Act and refers to the law that provides funding for  
35 expanded community Mental Health Services. It is also known as “Proposition 63.”

36 //

37 //



1 20. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of  
2 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider  
3 as set forth in HIPAA.

4 21. Outreach means the Outreach to potential Consumers to link them to appropriate Mental  
5 Health Services and may include activities that involve educating the community about the services  
6 offered and requirements for participation in the programs. Such activities should result in the  
7 CONTRACTOR developing their own Consumer referral sources for the programs they offer.

8 22. Program Director means an individual who has complete responsibility for the day-to-day  
9 function of the program. The Program Director is the highest level of decision-making at a local,  
10 program level.

11 23. Psychiatrist means an individual who meets the minimum professional and licensure  
12 requirements set forth in Title 9, CCR, Section 623.

13 24. Psychologist means an individual who meets the minimum professional and licensure  
14 requirements set forth in Title 9, CCR, Section 624.

15 25. Referral means providing the effective linkage of a Consumer to another service, when  
16 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has  
17 made contact with the referred service.

18 26. VASH means Veterans Affairs Supportive Housing, a program which combines Housing  
19 Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical  
20 services provided by the Department of Veterans Affairs (VA).

21 27. Vocational/Educational Specialist means a person who provides services that range from  
22 pre-vocational groups, trainings and supports to obtain employment out in the community based on the  
23 Consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one  
24 on one" vocational counseling and support to Consumers to ensure that their needs and goals are being  
25 met. The overall focus of Vocational/Educational Specialist is to empower Consumers and provide  
26 them with the knowledge and resources to achieve the highest level of vocational functioning possible.

27 28. WRAP means Wellness Recovery Action Plan and refers to a Consumer self-help technique  
28 for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability,  
29 and quality of life.

30 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
31 Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

32  
33 **II. BUDGET**

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

37 //



	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>	
1					
2	PROGRAM COSTS				
3	Salaries	\$1,235,520	\$1,235,520	\$1,235,520	\$3,706,560
4	Benefits	\$338,128	\$338,128	\$338,128	\$1,014,384
5	Services & Supplies	\$667,846	\$667,846	\$667,846	\$2,003,538
6	Subcontractors	<u>\$394,200</u>	<u>\$394,200</u>	<u>\$394,200</u>	<u>\$1,182,600</u>
7	SUBTOTAL PROGRAM COSTS	<b>\$2,635,694</b>	<b>\$2,635,694</b>	<b>\$2,635,694</b>	<b>\$7,907,082</b>
8	ADMINISTRATION COSTS				
9	Salaries	\$158,553	\$158,553	\$158,553	\$475,659
10	Benefits	\$37,153	\$37,153	\$37,153	\$111,459
11	Services & Supplies	<u>\$68,600</u>	<u>\$68,600</u>	<u>\$68,600</u>	<u>\$205,800</u>
12	SUBTOTAL ADMINISTRATION				
13	COSTS	<b>\$264,306</b>	<b>\$264,306</b>	<b>\$264,306</b>	<b>\$792,918</b>
14	TOTAL GROSS COSTS	<b>\$2,900,000</b>	<b>\$2,900,000</b>	<b>\$2,900,000</b>	<b>\$8,700,000</b>
15	TOTAL REVENUE	<b>\$2,900,000</b>	<b>\$2,900,000</b>	<b>\$2,900,000</b>	<b>\$8,700,000</b>
16	TOTAL MAXIMUM				
17	OBLIGATION	<b>\$2,900,000</b>	<b>\$2,900,000</b>	<b>\$2,900,000</b>	<b>\$8,700,000</b>
18					
19					
20					

21 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds  
 22 between budgeted line items, for the purpose of meeting specific program needs or for providing  
 23 continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by  
 24 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification  
 25 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification  
 26 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining  
 27 annual impact of the shift as may be applicable to the current contract period and/or future contract  
 28 periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s)  
 29 from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to  
 30 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification  
 31 Request(s) may result in disallowance of those costs.

32 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete  
 33 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
 34 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
 35 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
 36 be made in accordance with GAAP, and Medicare regulations. The Consumer eligibility determination  
 37 and fee charged to and collected from Consumers, together with a record of all billings rendered and

1 revenues received from any source, on behalf of Consumers treated pursuant to the Agreement, must be  
2 reflected in CONTRACTOR's financial records.

3 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
4 Budget Paragraph of this Exhibit A to the Agreement.

### 5 6 **III. PAYMENTS**

7 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for actual costs. Upon execution of the  
8 Contract, CONTRACTOR may invoices for a provisional payment amount of \$241,667. All payments  
9 are interim payments only, and subject to Final Settlement in accordance with the Cost Report  
10 Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of  
11 providing the services hereunder; provided, however, the total of such payments do not exceed the  
12 Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and  
13 provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal  
14 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for  
15 which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

8  
9 **IV. REPORTS**

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

12 **B. FISCAL**

13 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
14 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
15 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
16 in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include total bed  
17 days, DSH and number of Clients by program. The reports will be received by ADMINISTRATOR no  
18 later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR  
19 must request in writing any extensions to the due date of the monthly required reports. If an extension is  
20 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

36 D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly  
37 census reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,

1 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR  
2 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will  
3 be specific as to the nature of information requested and may allow up to thirty (30) calendar days for  
4 CONTRACTOR to respond to request.

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

10 F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a  
11 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special  
12 incidents shall include, but are not limited to, Consumer's suicide or attempted suicide, elopement or  
13 absence without leave, serious injury, death, criminal behavior including arrests with or without  
14 conviction, positive test results for substance abuse from urine screenings, or any other incident which  
15 may expose COUNTY or CONTRACTOR to liability.

16 a) CONTRACTOR must contact ADMINISTRATOR and make aware of any critical  
17 incidents at the site.

18 b) Significant Incident Report template within the County of Orange’s Standards of Care for  
19 Emergency Shelters must be utilized to submit written and well documented reports to the County  
20 within 24 hours of occurrence.

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

23  
24 **V. SERVICES**

25 **A. SCOPE OF SERVICES**

26 **1. Overview**

27 a. Bridges at Kramer Place located at 1000 N. Kramer Pl. Anaheim, will provide  
28 emergency shelter services for up to 200 persons experiencing homelessness in the North Service  
29 Planning Area at any given moment. Bridges at Kramer Place will include a center that provides  
30 supportive and stabilizing services that meet the complex need of participants. Bridges at Kramer Place  
31 will provide a trauma informed, and evidence-based sheltering program that re-integrates participants  
32 back into the community through case management and linkage to permanent housing.

33 b. Contractor shall perform all services set forth in the program description and will be  
34 responsible for administering program funded with federal, state, and local funds, described as follows,  
35 in a manner satisfactory to the County and consistent with any required funding standards. All work  
36 shall be performed in compliance with all latest applicable codes, standards, and regulations and  
37 //

1 guidelines established in Bridges at Kramer Place in the County of Orange’s Standards of Care for  
2 Emergency Shelters. The Contractor of the Bridges at Kramer Place shall:

3 1) Enter into a three (3) year operational Contract with the County to operate and  
4 provide services associated with the Bridges at Kramer Place.

5 2) Maintain a lease agreement with the County for Bridges at Kramer Place. The lease  
6 shall be for three (3) years with two (2) one-year extension periods on the same terms and conditions of  
7 the lease unless the County or Contractor gives the other written notice of its intention to not extend the  
8 lease.

9 3) Leverage County funds with other private funding and/or resources for operations  
10 and may also include services received on an in-kind basis by Contractor and/or other community  
11 partners.

12 2. Program Description Summary

13 a. Contractor will provide trauma informed emergency shelter services with an emphasis  
14 on shelter stabilization and support services to permanent housing. The operator will be responsible for  
15 direct service engagement in addition to mobilizing and leveraging community programs through the  
16 use of co-location partnerships to meet the stabilization and housing goals for participants.

17 Bridges at Kramer Place will operate in accordance with the County’s Standards of Care, a  
18 comprehensive set of administrative, operational and facility based standards designed to support the  
19 quality and consistency of program operations, evidence based participant services, core  
20 organizational/administrative functions, and facility design/operations.

21 3. Eligible Population to be Served

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

26 Additionally, individuals seeking shelter in the North Service Planning Area will require a referral to  
27 Bridges at Kramer Place by designated partners and complete intake and screening for the program prior  
28 to their arrival at Bridges at Kramer Place. This will ensure a bed is available and determine if the  
29 individual is appropriate for the program.

30 4. Referrals and Bed Reservations

31 a. Referrals to Bridges at Kramer Place will be made by designated partners as agreed by  
32 the County and will incorporate the use of the Homeless Management Information System (HMIS) Bed  
33 Reservation module. Individuals seeking shelter will be screened for open felony warrants and status as  
34 a registered sex offender during the referral process.

35 b. The Contractor shall maintain an active referral phone line, 7 days per week at a  
36 minimum of 9:00am-5:00pm

37 c. The Contractor shall schedule no less than 5 potential referrals per day



1 d. The Contractor will track MHSA set aside bed referrals and provide an update to the  
2 County on a monthly basis

3 5. Use of Funds

4 a. The funds allocated to the Contractor through this contract will support the provision of  
5 emergency shelter services and enhanced supportive services to increase linkages to permanent housing.

6 6. Reporting

7 a. Contractor is required to submit reporting on daily, weekly, and monthly basis in a  
8 form acceptable to the County. The reporting shall support the County in evaluating the Contractor's  
9 performance as it related to participant data, program linkages and units of services.

10 b. Contractor will be required to utilize the Homeless Management Information System to  
11 comply with HUD's data collection, management, and reporting standards and used to collect client-  
12 level data and data on the provision of housing and services to homeless individuals at Bridges at  
13 Kramer Place.

14 c. Contractor will be required to document all case management efforts within 72 hours of  
15 service delivery.

16 B. PROGRAM DESCRIPTION

17 1. Bridges at Kramer Place will provide trauma informed emergency shelter services with an  
18 emphasis on shelter stabilization and support services to permanent housing. Bridges at Kramer Place  
19 will play an integral component to developing vital infrastructure for the Orange County System of Care  
20 and providing individualized services to meet the complex needs of those experiencing homelessness.

21 2. Bridges at Kramer Place will include services which support the complex needs of  
22 participants by providing on-site supportive and stabilizing services. Assessments upon intake shall be  
23 completed within 24-72 hours of admittance into Bridges at Kraemer Place. This includes engaging  
24 participants in a meaningful and professional manner on a weekly basis, in mutually developing  
25 individualized service/housing plans with the goal of permanent housing. The Contractor will be  
26 responsible for direct service engagement in addition to mobilizing and leveraging community programs  
27 through the use of co-location partnerships to meet the stabilization and housing goals for participants.  
28 The Contractor is to provide a trauma informed, and evidence-based emergency sheltering program that  
29 re-integrates participants back into the community through case management and linkage to permanent  
30 housing options.

31 3. Bridges at Kramer Place is located at 1000 N. Kramer Pl. Anaheim, California. Bridges at  
32 Kramer Place is designed to support up to 200 individuals. The facility for Bridges at Kramer Place has  
33 been designed to support access for persons with disabilities.

34 C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

35 The target population for Bridges at Kramer Place will be defined by U.S. Department of Housing  
36 and Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the Final  
37 //



1 Rule on “Defining Homeless” (24 CFR parts 91, 576 and 578) or would be experiencing homelessness  
2 upon exiting an institution.

3 1. Category 1: Literally Homeless

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

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

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

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

13 2. Category 4: Fleeing/Attempting to flee Domestic Violence

14 Any individual who:

15 a. Is fleeing, or is attempting to flee, domestic violence

16 b. Has no other residence; and

17 c. Lacks the resources or support networks to obtain other permanent housing

18 3. Additionally, to meeting the homelessness definition as described above, individuals  
19 seeking shelter in the North Service Planning Area will be screened for open felony warrants and status  
20 as a registered sex offender. If an individual has an open felony warrant(s) or is a registered sex  
21 offender, they will not be eligible for this program.

22 4. Bridges at Kramer Place will work collaboratively with Orange County Health Care  
23 Agency Behavioral Health Services (OC HCA BHS) to access shelter beds (10) reserved for individuals  
24 experiencing homelessness who are enrolled within OC HCA BHS programs. These participants will be  
25 identified by OC HCA BHS and will be individuals who are diagnosed with a serious and persistent  
26 mental illness and receive mental health services.

27 D. DESCRIPTION OF SERVICES

28 The Contractor will be responsible for the day-to-day operations of Bridges at Kramer Place, on an  
29 ongoing basis the Contractor will:

30 1. Operate Bridges at Kramer Place 24 hours a day, seven days a week, 365 days a year and  
31 must provide bed management services for current participants at all times.

32 2. Provide routine supportive services, at a minimum, Monday through Sunday from 8:00 a.m.  
33 to 5:00 p.m. Weekend and evening hours will be necessary, and Contractor shall modify the hours of  
34 operation to include any additional weekend hours in order to meet participants’ needs as required.

35 3. Execute the following core operational activities and responsibilities for Bridges at Kramer  
36 Place:

37 //

- 1 a. Incorporate best and evidenced-based practices, including Housing First, trauma-  
2 informed care and harm reduction.
- 3 b. Execute shelter services that provide stability and safety for participants, staff, co-  
4 located community service providers and volunteers.
- 5 c. Facilitate connections to healthcare needs, benefits, and behavioral health services.
- 6 d. Provide weekly case management to support mutually developed and individualized  
7 service/housing plans to facilitate exits to permanent housing and/or an appropriate higher level of care.
- 8 e. Ensure all case management efforts are properly documented in HMIS.
- 9 f. Develop and operationalize a robust network of wrap around services including co-  
10 location of services leveraged from community-based program partnerships and volunteer organizations.
- 11 g. Maintain programmatic accessibility for all participants ensuring full inclusion of  
12 services within the shelter.
- 13 h. Manager all shelter bed assignments through the Homeless Management Information  
14 System (HMIS) Bed Reservation module
- 15 i. Develop and execute a referral network plan that accounts for the organized receipt of  
16 participants from the North Service Planning Area in addition to executing a transportation plan that  
17 meets the needs of the program participants. Transportation plans must accommodate to a no walk up or  
18 walk out model.
- 19 j. Continue to execute a good neighbor policy that supports the surrounding area and  
20 community. This includes continuing to be responsive to community concerns, providing education, and  
21 engaging stakeholders to ensure the good neighbor policy is executed as contracted.
- 22 k. Hold a minimum of bi-weekly community meetings with program participants to  
23 remind of program rules and expectations as well as receive customer satisfaction feedback.
- 24 l. Maintain high food standards by providing nutritional and diverse meals to program  
25 participants. CONTRACTOR must be able to accommodate reasonable dietary needs of program  
26 participants. A proposed monthly menu must be submitted to the County for review.
- 27 4. Execute all items within the County of Orange's Standards of Care for Emergency Shelters.  
28 The County's Standards of Care provide a comprehensive set of administrative, operational, facility-  
29 based standards designed to support the quality, and consistency of program operations, evidence-based  
30 participant services, core organizational/administrative functions, and facility design/operations.
- 31 5. Keep and maintain the Facility and any and all improvements now or hereafter constructed  
32 and installed on the Facility in good order, condition and repair and in a safe and sanitary condition and  
33 in compliance with all applicable laws in all material respects including, but not limited to, the  
34 landscaping, hardscaping, plumbing systems, fluorescent ceiling-mounted electric light fixtures; bulbs  
35 for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab  
36 elements of the Facility and all furnishings and equipment thereon, if applicable, and improvements  
37 constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said

1 Facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not  
2 limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste  
3 materials that might constitute a fire hazard or a public or private nuisance.

4 E. OPERATIONS OF BRIDGES AT KRAMER PLACE

5 1. Administrative Responsibilities

6 a. Staffing and Program Oversight

7 1) Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a  
8 week) for Bridges at Kramer Place. The plan should include staffing, volunteers, meals, security,  
9 janitorial and supportive services.

10 2) The Program Director shall be directly responsible for the management and  
11 supervision of the program. A program Director or equivalent shall be "on call" to appropriately respond  
12 to County Program Manager and related staff for emergencies. An emergency contact list will be  
13 maintained and distributed to include 24-hour emergency phone numbers.

14 b. File Maintenance and Documentation

15 1) Operator shall prepare all applicable files and perform all administrative  
16 management tasks, as indicated in the Standards of Care.

17 2) Operator shall maintain all records required by the federal regulations specified in  
18 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under  
19 this CONTRACT.

20 3) Records providing a full description of each activity undertaken;

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

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

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

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

33 2. Site Management Responsibilities

34 a. Provide supervision of participants including intake, registration, access to shelter  
35 services and amenities including sleeping areas, laundry, medical linkages as needed, and the scheduling  
36 of meals, showers, and other personal services as needed.

37 //

1 b. Provide trained security personnel for the safety of participants and staff. Security will  
2 enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons,  
3 etc.

4 c. Provision of janitorial services to clean and disinfect all areas of the facility including  
5 all areas utilized by participants, shelter, multi-service center, and office space and keep a schedule for  
6 regular facility maintenance and cleaning.

7 3. Program Administration

8 a. Participation in the Homeless Management Information System (HMIS) is required for  
9 Bridges at Kramer Place. HMIS participation will support the Contractor in complying with HUD’s data  
10 collection, management, and reporting standards and used to collect client-level data and data on the  
11 provision of housing and services to homeless.

12 1) Contractor must comply with all applicable policies and procedures for the Orange  
13 County HMIS.

14 2) Contractor must implement and utilize live bed reservation module with HMIS to  
15 track utilization and report availability.

16 b. Coordinated Entry System (CES) streamlines access and referral to services and  
17 housing using standardized tools and practices ensuring that all people experiencing a housing crisis  
18 have fair and equal access and prioritizes homeless assistance for those with the most severe needs. CES  
19 assessment for each program participant must be completed at program intake as it is a requirement of  
20 this contract.

21 1) Contractor must comply with all applicable procedures for the Orange County  
22 CES, based on their identified role as an Access Point or CES Participating Agency.

23 2) Contractor must accept referrals and/or matches from the Orange County CES, in  
24 accordance with any guidance or policies set forth by the Office of Care Coordination and/or Orange  
25 County CoC.

26 c. Case Management provided by the Contractor will assess the participants’ needs at  
27 program intake, develop Individual Service Plans (ISPs) to identify housing and health goals, and  
28 navigate public and private systems to access critical resources (e.g., eligible benefits, medical homes,  
29 and identification). Contractor will follow a Housing First approach that prioritizes permanent homes  
30 followed by access to voluntary supportive services such as medical and mental healthcare, substance  
31 use services, benefits assistance, and legal aid, which promote long-term stability.

32 1) Participants who identify as actively fleeing a domestic violence situation must be  
33 offered an immediate connection to a domestic violence shelter at a confidential location, when  
34 requested by the participant, to ensure the safety and wellbeing of the participant.

35 2) Case managers will be responsible for regularly tracking beds, property, pets,  
36 medication, and case management needs.

37 //

1 d. Contractor will provide financial stability services to participants. This will include  
2 workforce re-entry via Individual Employment Plans (IEPs), job training and linkage services, resume  
3 building and interview practice workshops, job retention services, and financial literacy. Additionally,  
4 Contractor will help participants for public benefits by helping determine eligibility, complete  
5 paperwork, and make and attend appointments.

6 e. Contractor will coordinate supportive and stabilizing services which supports the  
7 complex needs of participants at Bridges at Kramer Place. These supportive services should include  
8 housing linkages, case management, medical and mental healthcare, employment training, benefits  
9 advocacy, and other services to help individuals experiencing homelessness secure and stably maintain  
10 their homes.

11 1) Contractor will leverage expansive provider partnerships to ensure our clients have  
12 the resources and supportive services they need to succeed in permanent housing. These partnerships  
13 may be formalized through a Memorandum of Understanding outlining expectations and services to be  
14 provided.

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

18 g. Contractor will also provide essential facility services to participants that promote  
19 stability such as mail services, laundry services, telephone access, janitorial services, routine  
20 maintenance, utilities, etc.

21 h. Contractor will maintain an hourly schedule to clean and disinfect frequently used and  
22 touched surfaces such as; restrooms, common areas, door handles, eating areas, etc.

23 4. Bridges at Kramer Place Emergency Shelter- Good Neighbor Policy

24 The Bridges at Kramer Place Emergency Shelter will operate in accordance with the County of  
25 Orange's Standards of Care for Emergency Shelter Providers. The Shelter Operator is committed to  
26 communication with neighbors on an ongoing basis. As part of this commitment, the Shelter Operator  
27 will help facilitate Community Forums, effective July 1, 2021 and thereafter.

28 As part of the implementation of the Good Neighbor Policy, the Contractor is responsible for:

29 A. Establishing communication and coordination with neighborhood residents, local businesses,  
30 and other vested stakeholders on an on-going basis.

31 a. The Shelter Operator will provide information about the program to the public and  
32 respond to public inquiries by community members and stakeholders. From 9:00 am to 5:00 pm, the  
33 Shelter Operator will have staff available to respond to inquiries that come in. During off hours, the  
34 community will be able to leave a message with the Shelter Operator and receive a response during  
35 business hours the following day. As well as establishing a webpage where all Bridges at Kramer Place  
36 related information and Frequently Asked Questions will provide answers to community concerns.

37 //

1 B. Establishing communication and coordination with local police and fire departments to support  
2 the program implementation and operations of Bridges at Kraemer Place.

3 a. The intention of the Shelter Operator is to act as self-sufficiently as possible and  
4 minimize the shelter’s impact on the local police and fire departments. This includes ensuring that staff  
5 and security are properly trained to manage and respond to situations that may occur.

6 1. Security officers stationed both on-site and at the designated bus/shuttle pick up/drop off  
7 locations.

8 2. Coordinate on-site medical provider to respond to participants minor medical needs

9 3. Designated beds for law enforcement referrals (20 beds)

10 4. The Shelter Operator will work with street outreach providers and law enforcement to  
11 engage persons experiencing homelessness within the surrounding area to connect them to available  
12 emergency shelter beds and other available supportive services.

13 C. The Shelter Operator will have a team that will canvas the neighborhood to identify and address  
14 issues related to the Bridges at Kraemer Place.

15 a. Complete regular neighborhood patrol to monitor .5-mile radius around the shelter  
16 perimeter (minimum of 4 days per week).

17 b. Prevent, address and document issues of loitering, encampments, unauthorized parking  
18 of participant vehicles in the neighborhood, abandoned property.

19 c. All litter and trash items related to the Program are removed from the area and properly  
20 disposed.

21 d. Any individual(s) not enrolled in the program and observed attempting to walk up to  
22 interact with program participants or staff, will be approached immediately and redirected to other  
23 service sites or community programs.

24 e. Unauthorized parking of client vehicles in the neighborhood are subject to towing.

25 1) Parking at the site will be limited for program participants.

26 2) All program participants seeking to park on site must demonstrate proper  
27 documentation including driver’s license, active car insurance, and active car registration.

28 f. Shelter Operator will contact city-designated shopping cart retrieval program to collect  
29 all shopping carts found that do not contain items of personal property.

30 D. The Good Neighbor Policy must foster strong community engagement that supports the long-  
31 term success of the Bridges at Kraemer Place Emergency Shelter.

32 a. Engagement with key stakeholders (i.e. service providers, neighborhood councils,  
33 cities, County and leaders, faith groups, and first responders).

34 b. The operation of Bridges at Kraemer Place shall be for the advancement of the  
35 Homeless Continuum of Care system, as a whole.

36 E. The Shelter Operator must foster strong Community Involvement and participate in City and  
37 county-wide community events.



1 a. If feasible, the Shelter Operator shall attend meetings of the local Neighborhood  
2 Associations and local Chamber of Commerce when invited.

3 Community Advisory Board

4 The Shelter Operator, in consultation with the Director of the Office of Care Coordination, shall  
5 establish and maintain a Community Advisory Board (CAB). The CAB will provide a review of the  
6 operations of the Program, enhance community relations, and bring information of any strengths and  
7 concerns from the neighborhood, local businesses, city and county entities, service provider partners and  
8 shelter participants about the operation of the Program.

9 F. The Community Advisory Board shall be composed to represent different stakeholders and  
10 interests. The composition of this board shall include:

- 11 a. One (1) representative appointed by the Orange County Board of Supervisors.
- 12 b. Thirteen (13) representative(s) appointed by local City Councils of the North County  
13 Service Planning Area (SPA). Appointments shall represent each of the currently existing cities in the  
14 SPA.
- 15 c. One (1) representative(s) appointed by the local Chief of Police.
- 16 d. One (1) representative appointed by the local Neighborhood Association.
- 17 e. One (1) representative appointed from the local business association or Chamber of  
18 Commerce.
- 19 f. One (1) representative appointed by the local school district.
- 20 g. One (1) representative appointed by the Commission to End Homelessness.

21 The Shelter Operator, in consultation with the Director of the Office of Care Coordination, is  
22 responsible for ensuring that other mechanisms exist to receive public input and feedback on the  
23 operation of the facility and any impacts it is having on the surrounding community. Such mechanisms  
24 may include other ad hoc committee meetings with the approval of the Office of Care Coordination.

25 G. The Community Advisory Board shall meet quarterly. Ad Hoc meetings shall be scheduled as  
26 necessary.

27 Accountability and Grievance Process and Policies - The Community Advisory Board plays a big role in  
28 the on-going review of the Shelter Operator's ability to effectively administer its Operational Plan and  
29 Good Neighbor Policy. In the event that the Community Advisory Board finds concerns over the  
30 Contractor's implementation of the program, the following processes and policies shall be enacted to  
31 allow the Contractor to make corrective actions toward such grievances:

- 32 1. The Shelter Operator and Advisory Board shall create an action plan to resolve the issues  
33 by the next regularly scheduled Advisory Board meeting
- 34 2. The action plan's outcomes shall be reviewed at the next meeting to determine the status of  
35 the action plan.

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1 3. If the issue has not been resolved, but the Shelter Operator has provided evidence of efforts  
2 to follow the course of actions outlined on the plan, they shall be given an additional 90-days to enact an  
3 alternative plan;

4 4. If the issue has not been resolved and the Shelter Operator has not demonstrated or  
5 provided evidence of following the course of actions outlined in the plan, a formal complaint shall be  
6 sent to the Office of Care Coordination for further follow up.

7 I. PERFORMANCE MEASURES AND MONITORING

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

10 a. Occupancy: Contractor will maintain an average occupancy of 95% or above.

11 b. Exits to permanent housing: A minimum of 30% of all participants exit to a permanent  
12 housing destination upon shelter program exit.

13 c. Services: A minimum of 75% of all participants will engage in the development of  
14 service/housing plans to include housing, medical, behavioral health, benefits, and/or employment  
15 services.

16 2. The County shall monitor the performance of Contractor against the goals, outcomes,  
17 milestones, and performance standards required herein including the Standards of Care. Substandard  
18 performance, as determined by County, will constitute non-compliance with this Contract for which  
19 County may take further steps to address and remedy by creating an action plan for the non-compliance  
20 findings. If the Contractor does not comply with the plan of action, steps shall be taken to terminate the  
21 Contract. If action to correct such substandard performance is not taken by Operator within the time  
22 period specified by County, payment(s) will be denied in accordance with the provisions contained in  
23 the Contract.

24 County shall periodically evaluate Operator’s progress in complying with the terms of this Contract.  
25 Operator shall cooperate fully during such monitoring. County shall report the findings of each  
26 monitoring to Operator.

27 J. REPORTING REQUIREMENTS

28 1. Contractor is required to submit reporting on daily, weekly, and monthly basis in a  
29 formatted template acceptable to the County. Monthly reports will be due by the tenth (10) day of the  
30 following month of services rendered, unless otherwise approved by County. The reporting shall support  
31 the County in evaluating the Contractor’s performance as it related to participant data, program linkages  
32 and units of services. Reports shall indicate detailed efforts on housing program participants, and  
33 program outcomes reflecting plans to transition out of emergency shelter.

34 Contractor will be required to utilize the Homeless Management Information System to comply with  
35 HUD’s data collection, management, and reporting standards and used to collect client-level data and  
36 data on the provision of housing and services to homeless individuals at Bridges at Kramer Place.

37 //

1 Contractor must provide a minimum of one (1) performance report for Bridges at Kramer Place for a  
2 period no less than twelve (12) months as a condition of funding.

3  
4 **VI. STAFFING**

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

- 10 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 11 to this program;
- 12 2. Maximize the use of the allocated funds;
- 13 3. Ensure timely and accurate reporting;
- 14 4. Maintain appropriate staffing levels;
- 15 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
- 16 staff's position.
- 17 6. Ensure all efforts are being made to hire staff with cultural competence and linguistic skills
- 18 that reflect the cultural make up of Orange County's population.
- 19 7. All staff should complete training as detailed within the County of Orange Standards of
- 20 Care for Emergency Shelters.
- 21 8. Ensure staff are not on any formal or informal supervision;
- 22 9. Effectively communicate and monitor the program for its success;
- 23 10. Maintain communication between the CONTRACT key staff and Program Administrators;
- 24 and,
- 25 11. Act quickly to identify and solve problems.

26 B. Staff shall be available on site, seven (7) days per week for each site(s). Staffing pattern shall  
27 provide for at least 4 staff members to be on duty for twenty-four (24) hours a day, seven (7) days a  
28 week, unless otherwise approved by the ADMINISTRATOR. Intake staff shall be available during  
29 contracted referral time-frame. Staff shall be available during normal working hours.

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

31 D. Experience with the target population is preferred. Staff should be trained to recognize signs of  
32 decompensation and be prepared to provide the appropriate level of intervention as needed.

33 E. Minimum of one (1) staff will work with the participants to apply for available housing units.  
34 The staff should work closely with any Housing Navigators working with the target population and  
35 collaborate with existing systems to ensure maximum utilization of services and reduce duplicative  
36 efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as  
37 developing housing leads, identifying landlords willing to work with the population, creating suitable

1 housing options from available stock, working with landlords to develop positive relationships, assisting  
 2 participants to be document ready for housing interviews, and assisting with transportation for housing  
 3 search purposes. Staff will meet with property managers, coach residents to be successful when meeting  
 4 with potential property managers and prepare them for moving into a unit. Staff may also work to  
 5 develop shared housing options for participants. Staff will work in collaboration with the participants'  
 6 assigned case manager to ensure both parties are aware of one another's efforts and progress. Caseloads  
 7 should be limited to twenty-five (25) participants per case manager at any given time.

8 F. If participants are not connected to supportive services, one (1) or more support staff will assist  
 9 the participants with linkage to supportive services. This includes assisting Case Managers, who will  
 10 obtain records needed for benefits acquisition. Staff will also assist with all housing search activities as  
 11 described above.

12 G. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in  
 13 Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall  
 14 be equal to an average of forty (40) hours work per week.

<u>ADMINISTRATION</u>	<u>FTEs</u>
Chief Executive Officer	.05
Chief Operating Officer	.08
Chief Program Officer	.15
Chief Strategy and Compliance Officer	.05
Controller	.05
Human Resources Director	.13
Grant Supervisor	.13
Accounting Manager	.13
Data Manager	.10
HR Specialist	.13
Emergency Services Administrator	.10
Director of Emergency Services	.13
OC Regional Director of Emergency Services	.15
Accounts Payable Specialist	.25
Volunteer Specialist	.50
Fleet Manager	.10
Data Specialist	<u>1.0</u>
<b>SUBTOTAL ADMINISTRATION</b>	<b>3.23</b>

1	<u>PROGRAM</u>	
2	Program Manager	1.0
3	Senior Site Lead	1.0
4	Site Lead	2.0
5	Lead Navigator	1.0
6	Housing Navigator	5.5
7	Reservation Specialist	1.4
8	Logistics Coordinator	7.7
9	Overnight Logistics	4.2
10	Maintenance Specialist	.20
11	Janitorial Specialist	3.0
12	Shuttle Driver	5.28
13	Monitors	<u>5.43</u>
14	SUBTOTAL PROGRAM	<b>37.71</b>
15	SUBTOTAL SUBCONTRACTOR	<b>8.42</b>
16	TOTAL FTEs	<b>49.36</b>
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21 H. CONTRACTOR shall maintain personnel files for each staff member, including the Executive  
 22 Director and other administrative positions, which will include, but not be limited to, an application for  
 23 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if  
 24 applicable), pay rate and evaluations justifying pay increases.

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

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EXHIBIT B  
TO THE CONTRACT FOR PROVISION OF  
COVID-19 HOMELESS & PREVENTION RESPONSE SERVICES  
IN CENTRAL SPA  
BETWEEN  
COUNTY OF ORANGE  
AND  
INTERVAL HOUSE  
JULY 1, 2021 THROUGH JUNE 30, 2024

**I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

A. DEFINITIONS

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

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

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

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

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

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

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



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

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

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

14 B. TERMS OF CONTRACT

15 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
16 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
17 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract  
18 provided that such use or disclosure would not violate the California Information Practices Act (CIPA)  
19 if done by the COUNTY.

20 2. Responsibilities of CONTRACTOR

21 CONTRACTOR agrees:

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

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

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

37 //

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

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

7 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
8 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
9 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health  
10 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the  
11 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and  
12 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,  
13 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State  
14 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to  
15 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides  
16 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that  
17 apply to CONTRACTOR with respect to such information.

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

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

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

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

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

1 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI  
2 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit  
3 B to the Contract.

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

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EXHIBIT C  
TO THE CONTRACT FOR PROVISION OF  
BRIDGES AT KRAEMER PLACE YEAR-ROUND EMERGENCY SHELTER SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
MERCY HOUSE LIVING CENTERS  
JULY 1, 2021 THROUGH JUNE 30, 2024

**I. STANDARDS OF CARE**  
STANDARDS OF CARE DOCUMENT TO BE ATTACHED



County of Orange  
Standards of Care  
for Emergency Shelter Providers

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## 1.1. Standards of Care for Emergency Shelter Providers

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

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

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

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

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

## 1.2. Emergency Shelter Providers' Operations

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### 1.2.1. Admissions and Eligibility

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

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

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

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

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

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

#### Denial of Admission

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

Reasons for denial may include any of the following:

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

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

### 1.2.2. Intake and Orientation

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

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

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

### 1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

#### 1.2.4. Equal Access and Gender Identity

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

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

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

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

#### 1.2.5. Non-Discrimination

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

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

### 1.2.6. Reasonable Accommodations

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

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

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

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

### 1.2.7. Service Animals and Support Animals

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

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

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

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



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

### 1.2.8. Communication Accessibility

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

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

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

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

### 1.2.9. Participant Feedback

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

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

### 1.2.10. Incident Reporting

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

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

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

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

**Email:** [OCShelterFeedback@ochca.com](mailto:OCShelterFeedback@ochca.com)

**Address:** 405 W. 5<sup>th</sup> Street, Suite 658, Santa Ana, CA 92701

### 1.2.11. Grievances

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

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

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

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

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

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

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

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

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

### County Grievance Appeal Process

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

### Dispute Resolution Services

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

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

### 1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

### 1.2.13. Hours of Operation and Curfew

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

### 1.2.14. Coordinated Entry System Integration

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

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

### 1.2.15. Food Services

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

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

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

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

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

### 1.2.16. Medication Storage

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

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

### 1.2.17. Storage and Personal Belongings

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

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

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

### 1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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



### 1.2.19. Communicable Diseases

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

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

## 2. Supportive Services

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### 2.1. Case Management Access

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

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

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

### 2.2. Assessments

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

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

### 2.3. Housing Plans

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

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

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

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

## 2.4. Housing Focused Services

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

## 2.5. Services, Referrals and Linkages

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

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

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

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

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

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

## 2.6. Transportation

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

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

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

## 3. Staff Training

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

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

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

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

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

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

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

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

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

## 4. Facility Standards

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### 4.1. Facility Standards for Emergency Shelter

#### **Structure and materials:**

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

#### **Interior air quality:**

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

#### **Water supply:**

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

#### **Thermal environment:**

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

#### **Illumination and electricity:**

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

#### **Sanitary facilities:**

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

#### **Food preparation:**

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

#### **Fire safety:**

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

#### **Emergency:**

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

## **4.2. ADA Facility Standards**

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

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

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

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

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

### 4.3. Hygiene Products

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



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

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

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

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

#### 4.4. Hazardous Materials

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

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

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

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

## 5. Administration

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### 5.1. Policies and Procedures

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

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

### 5.2. Staffing

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

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

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

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

### 5.3. HMIS Participation and Documentation

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

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

### 5.4. Document Storage and Retention

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

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

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

### 5.5. Quality Assurance

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

### 5.6. Program Monitoring

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

### 5.7. Reporting

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

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

## 5.8. Waivers

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

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

## 6. Attachments

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



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

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



**Critical Incident Report  
County of Orange  
Health Care Agency Office of Care Coordination**

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

**Administrative Use Only**

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



## Attachment 2

### Shelter Grievance Form

#### PROVIDER NAME

County of Orange, Office of Care Coordination



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

- Email:
- Address:

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

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

### Identifying information

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

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

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

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

### Grievance Information

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

Type of Grievance. Please check all that apply:

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

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

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

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



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



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

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

**STEP 1: Shelter Grievance Process**

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

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

**STEP 2: Shelter Appeal Process**

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

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

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

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

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

In order to begin this process please contact the County:

**By Telephone:**  
Grievance Specialist

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

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

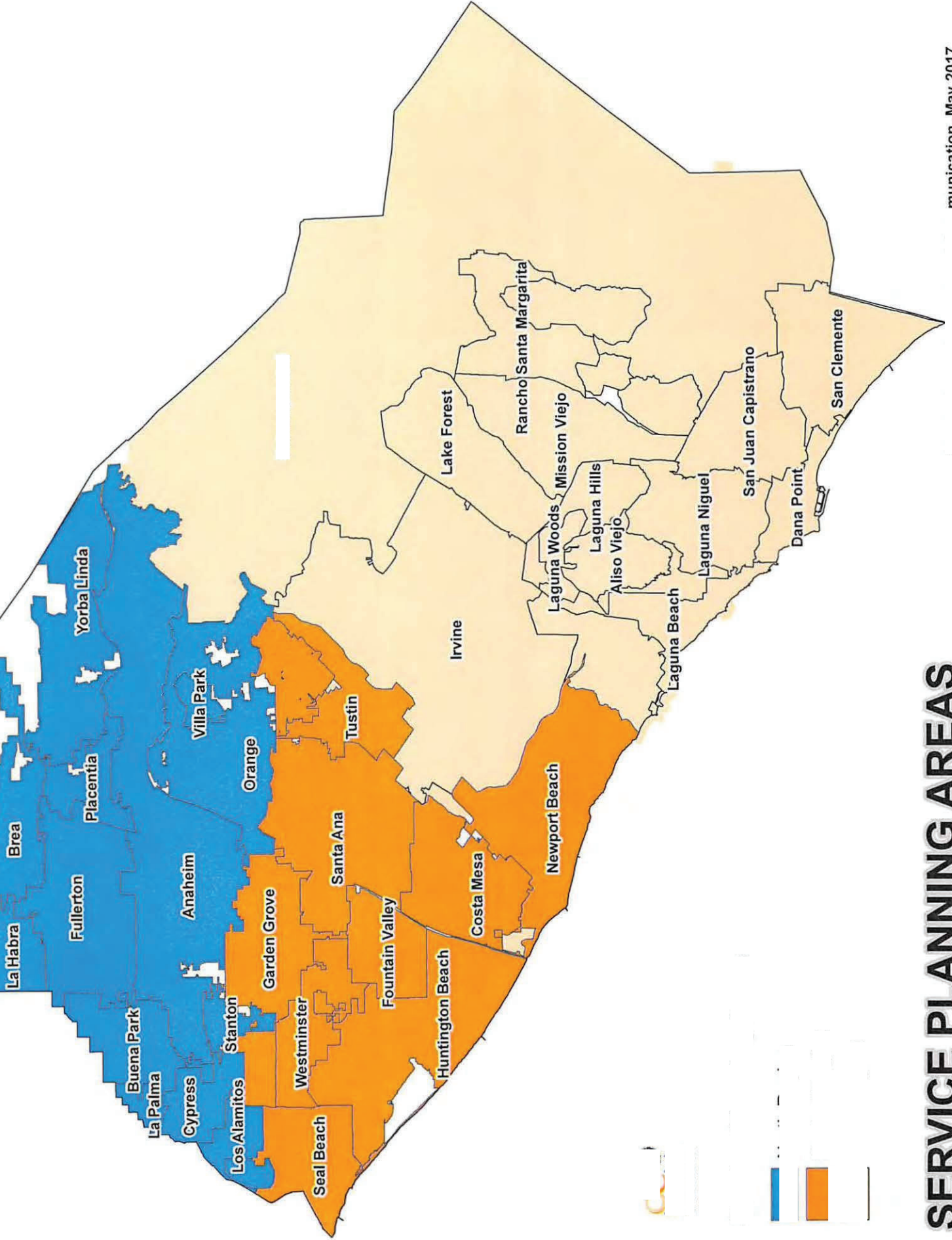




# **ATTACHMENT**

# **B**

## **ATTACHMENT B**



# SERVICE PLANNING AREAS