

1 WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost
2 during emergencies; and

3 WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the
4 Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the
5 CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the
6 COVID-19 emergency; and

7 WHEREAS, County is in need of the services/commodities described herein in order to support its
8 efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and
9 authorities, including the CARES Act, and any continuing executive orders and declarations as part of
10 the on-going emergencies; and

11 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Project
12 Homekey Operator Services described herein to individuals experiencing homelessness in Orange
13 County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: November 3, 2020 – November 2, 2025

Maximum Obligation: \$18,246,784

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 86-892-3442

CONTRACTOR TAX ID Number: 33-0413518

Notices to COUNTY and CONTRACTOR:

| | |
|--|---|
| <p>COUNTY: County of Orange Health Care Agency Contract Services 405 West 5th Street, Suite 600 Santa Ana, CA 92701-4637</p> | <p>CONTRACTOR: Jamboree Housing Corporation 17701 Cowan #200 Irvine, CA 92614</p> |
|--|---|

| <u>CFDA#</u> | <u>FAIN#</u> | <u>Program/ Service Title</u> | <u>Federal Funding Agency</u> | <u>Federal Award Date</u> | <u>Federal Award Indirect Rate</u> | <u>Federal Award Amount</u> | <u>R&D Award (Y/N)</u> |
|--------------|--------------|---------------------------------------|---------------------------------------|-----------------------------------|--|---------------------------------|------------------------------------|
| 21.019 | SLT012 | Coronavirus Relief Fund (CRF) | US Department of Treasury | 4/22/2020 | N/A or 10% de minimis rate | \$554,133,765 | N |

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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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| 1 | | |
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| 3 | | |
| 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 |

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, "Compliance Program") for the purpose of ensuring adherence to all rules and 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

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

5 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
6 are Participants of the Orange County Project Homekey Operator Shelter Services Program, and
7 therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to
8 exchange information regarding specific Participants with COUNTY or other providers of related
9 services contracting with COUNTY.

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

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

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

VI. CONFLICT OF INTEREST

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24
25 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
26 that could result in a conflict with COUNTY interests. This obligation shall also apply to
27 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated
28 with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but
29 not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors,
30 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or
31 other considerations which could be deemed to influence or appear to influence COUNTY staff or
32 elected officers in the performance of their duties.

VII. CORRECTIVE ACTION PLAN

33
34
35 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
36 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
37 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 _____ "

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. 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 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
2 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision
3 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
4 decision adverse to CONTRACTOR's contentions.

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

12 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

23 **XIII. EQUIPMENT**

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

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1 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
2 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
3 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
4 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
5 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
6 purchased asset in an Equipment inventory.

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

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

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

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

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

27 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
28 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
29

30 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

37 //

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

5 6 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

12 F. **QUALIFIED INSURER**

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

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

21 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
22 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 (7 passengers or less) | \$2,000,000 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 |

1 H. REQUIRED COVERAGE FORMS

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

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

6 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

20 b. A primary and non-contributing endorsement evidencing that the CONTRACTOR's
21 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
22 excess and non-contributing.

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

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

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

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

1 N. If CONTRACTOR's Network Security & Privacy Liability is a "Claims Made" policy,
2 CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the
3 Contract.

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

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

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

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

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

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

23 U. SUBMISSION OF INSURANCE DOCUMENTS

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

25 a. Prior to the start date of this Contract.

26 b. No later than the expiration date for each policy.

27 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
28 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
2 amount not to exceed the reimbursement due COUNTY.

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

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

10 11 **XVII. LICENSES AND LAWS**

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

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

- 24 1. ARRA of 2009.
- 25 2. Trafficking Victims Protection Act of 2000.
- 26 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 27 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 28 5. CCR, Title 17, Public Health.
- 29 6. CCR, Title 22, Social Security.
- 30 7. CFR, Title 42, Public Health.
- 31 8. CFR, Title 45, Public Welfare.
- 32 9. USC Title 42. Public Health and Welfare.
- 33 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 34 11. 42 USC §1857, et seq., Clean Air Act.
- 35 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 36 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 37 14. McKinney-Vento Homeless Assistance Act

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 //

1 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
2 of any applicable public event or meeting. The notification must include the date, time, duration,
3 location and purpose of the public event or meeting. Any promotional materials or event related flyers
4 must be approved by ADMINISTRATOR prior to distribution.

5 6 **XXV. PARTICIPANT'S RIGHTS**

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

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

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

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

20 21 **XXVI. PAYMENT CARD COMPLIANCE**

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

30 31 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
36 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
37 //

1 records shall include, but not be limited to, individual housing plans, case management plans and
2 utilization review records.

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

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

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

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

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

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

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

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

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

37 //

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

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

6 **XXVIII. RESEARCH AND PUBLICATION**

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

11 **XXIX. REVENUE**

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

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

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

24 **XXX. SEVERABILITY**

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

31 **XXXI. SPECIAL PROVISIONS**

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

- 34 1. Making cash payments to intended recipients of services through this Contract.
35 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
36 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
37 use of appropriated funds to influence certain federal contracting and financial transactions).

- 1 3. Fundraising.
- 2 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 3 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
- 4 Directors or governing body.
- 5 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
- 6 body for expenses or services.
- 7 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 8 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 9 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 10 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 11 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 12 Schedule may be found at www.opm.gov.
- 13 8. Severance pay for separating employees.
- 14 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 15 codes and obtaining all necessary building permits for any associated construction.
- 16 10. Supplanting current funding for existing services.
- 17 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 18 shall not use the funds provided by means of this Contract for the following purposes:
- 19 1. Funding travel or training (excluding program-related mileage or parking).
- 20 2. Making phone calls outside of the local area unless documented to be directly for the
- 21 purpose of Participant care.
- 22 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 23 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 24 contribute to the quality of services to be provided pursuant to this Contract.
- 25 5. Purchasing or improving land, including constructing or permanently improving any
- 26 building or facility, except for tenant improvements.
- 27 6. Providing inpatient hospital services or purchasing major medical equipment.
- 28 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 29 funds (matching).
- 30 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 31 CONTRACTOR's Participants outside of program Scope of Services.

32 **XXXII. STATUS OF CONTRACTOR**

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
35 wholly responsible for the manner in which it performs the services required of it by the terms of this
36 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
37 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

1 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
2 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
3 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
4 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
5 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
6 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
7 shall not be considered in any manner to be COUNTY's employees.

8 9 **XXXIII. TERM**

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

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

18 19 **XXXIV. TERMINATION**

20
21 A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
22 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
23 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

24 1. The County acknowledges that Contractor and the County have applied for the Homekey
25 Program Notice of Funding Availability (Homekey Program NOFA) issued by the California
26 Department of Housing and Community Development (HCD). Pursuant to this joint application, the
27 County and Contractor, jointly and severally, identified their capacities to provide five years of
28 operating funds for the transitional housing sites identified in their Homekey Program NOFA
29 application. The sources of funding identified are from CalOptima, Emergency Solutions Grant, and
30 Homeless Housing Assistance and Prevention Grant (Original Funding Sources). The HCD has accepted
31 the joint application by Contractor and County, but agreements with HCD have not been executed as of
32 the effective date of this CONTRACT. In the event the County terminates this Contract without cause
33 under this Contract or the County suspends or terminates the funding under this Contract the County
34 shall be solely responsible for any amounts owed to HCD pursuant to the Standard Agreement,
35 including any obligation to repay Project Homekey funds to HCD.

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

- 1 1. The loss by CONTRACTOR of legal capacity.
- 2 2. Cessation of services without cause.
- 3 3. The delegation or assignment of CONTRACTOR's services, operation or administration
- 4 without the prior written consent of COUNTY.
- 5 4. The neglect by any licensed person employed by CONTRACTOR of any duty required
- 6 pursuant to this Contract.
- 7 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
- 8 this Contract.
- 9 6. The continued incapacity of any licensed person to perform duties required pursuant to this
- 10 Contract.
- 11 7. Unethical conduct or malpractice by any physician or licensed person providing services
- 12 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
- 13 removes such licensed person from serving persons assisted pursuant to this Contract.

14 C. CONTINGENT FUNDING

- 15 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - 16 a. The continued availability of federal, state and County funds for reimbursement of
 - 17 COUNTY's expenditures, and
 - 18 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
 - 19 approved by the Orange County Board of Supervisors.
- 20 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 21 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to
- 22 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
- 23 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

- 29 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 30 is consistent with recognized standards of quality care and prudent business practice.
- 31 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of
- 32 Contract performance during the remaining Contract term.
- 33 3. Until the date of termination, continue to provide the same level of service required by this
- 34 Contract.
- 35 4. If Participant's records are to be transferred to another facility for services, furnish
- 36 ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by
- 37 ADMINISTRATOR to effect an orderly transfer.

1 5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
2 with Participant’s best interests.

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

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

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

13 9. Provide written notice of termination of services to each Participant being served under this
14 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
15 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
16 day period.

17
18 **XXXV. THIRD PARTY BENEFICIARY**

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

22 **XXXVI. WAIVER OF DEFAULT OR BREACH**

23 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
24 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
25 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
26 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
27 Contract.

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1 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State
2 of California.

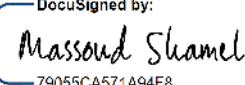
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6 BY:  _____ DATED: 10/28/2020
7 DocuSigned by:
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9 TITLE: COO

10 BY:  _____ DATED: 10/28/2020
11 DocuSigned by:
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13 TITLE: Chief Development Officer

14
15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____
21 HEALTH CARE AGENCY

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

29
30 BY:  _____ DATED: 10/28/2020
31 DocuSigned by:
7905SCA571A94F8...
32 DEPUTY

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

1 EXHIBIT A
2 TO THE CONTRACT FOR PROVISION OF
3 PROJECT HOMEKEY OPERATOR SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 TBD
8 NOVEMBER 3, 2020 THROUGH NOVEMBER 2, 2025
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

33 b. Promising Practices means that experts believe the practice is likely to be raised to the
34 next level when scientific studies can be conducted and is supported by some body of evidence,
35 (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized
36 bodies of advocacy organizations and finally, produces specific outcomes.

37 //

1 c. Emerging Practices means that the practice seems like a logical approach to addressing
2 a specific behavior which is becoming distinct, recognizable among Consumers and clinicians in
3 practice, or innovators in academia or policy makers; and at least one recognized expert, group of
4 researchers or other credible individuals have endorsed the practice as worthy of attention based on
5 outcomes; and finally, it produces specific outcomes.

6 6. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention
7 and case management services to those Consumers who seek services in the COUNTY operated
8 outpatient programs.

9 7. Case Management Linkage Brokerage means a process of identification, assessment of
10 need, planning, coordination and linking, monitoring and continuous evaluation of Consumers and of
11 available resources and advocacy through a process of casework activities in order to achieve the best
12 possible resolution to individual needs in the most effective way possible. This includes supportive
13 assistance to the Consumer in the assessment, determination of need and securing of adequate and
14 appropriate living arrangements.

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

21 9. Certified Reviewer means an individual that obtains certification by completing all
22 requirements set forth in the Quality Improvement and Program Compliance Reviewer Training
23 Verification Sheet.

24 10. Client or Individual means an individual, referred by COUNTY or enrolled in
25 CONTRACTOR's program for services under the Agreement, who is living with a serious and
26 persistent mental illness.

27 11. Clinical Director means an individual who meets the minimum requirements set forth in
28 Title 9, CCR, and has at least two (2) years of full-time professional experience working in a mental
29 health setting.

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

36 13. CoC means Continuum of Care, a regional or local planning body that coordinates housing
37 and services funding for homeless families and individuals. The CoC strategizes the community plan to

1 organize and deliver housing and services to meet the specific needs of people who are homeless as they
2 move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and
3 prevent a return to homelessness.

4 14. Crisis Stabilization Unit (CSU) means a behavioral health crisis stabilization program that
5 operates twenty-four (24) hours a day that serves Orange County residents, aged eighteen (18) and
6 older, who are experiencing a behavioral health crisis that cannot wait until a regularly scheduled
7 appointment. Crisis Stabilization services include psychiatric evaluations, nursing assessments,
8 consultations with significant others and outpatient providers, individual and family education, crisis
9 intervention services, counseling/therapy services provided by a Licensed Clinical Social Worker or
10 Marriage Family Therapist, basic medical services, medication services, and referrals and linkages to the
11 appropriate level of continuing care and community services, including Peer Mentoring services. As a
12 designated outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-
13 three (23) hours and fifty-nine (59) minutes. The primary goal of the CSU is to help stabilize the crises
14 and begin treating individuals in order to refer them to the most appropriate, least restrictive non-
15 hospital setting when indicated or to facilitate admission to psychiatric inpatient units when the need for
16 this level of care is present.

17 15. Data Collection System means software designed for collection, tracking and reporting
18 outcomes data for Consumers enrolled in the FSP Programs.

19 a. 3 M's means the Quarterly Assessment Form that is completed for each Consumer
20 every three months in the approved data collection system.

21 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
22 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
23 working on strategies for gathering new data from the Consumers' perspective, which will improve
24 understanding of Consumers' needs and desires towards furthering their Recovery. This individual will
25 provide feedback to the program and work collaboratively with the employment specialist, education
26 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these
27 areas. This position will be responsible for attending all data and outcome related meetings and
28 ensuring that the program is being proactive in all data collection requirements and changes at the local
29 and state level.

30 c. Data Certification means the process of reviewing State and COUNTY mandated
31 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the
32 data is accurate.

33 d. KET means Key Event Tracking and refers to the tracking of a Consumer's movement
34 or changes in the approved data collection system. A KET must be completed and entered accurately
35 each time the CONTRACTOR is reporting a change from previous Consumer status in certain
36 categories. These categories include residential status, employment status, education and benefits
37 establishment.

1 e. PAF means Partnership Assessment Form and refers to the baseline assessment for
2 each Consumer that must be completed and entered into the data collection system within thirty (30)
3 days of the Partnership date.

4 16. Diagnosis means the definition of the nature of the Consumer's disorder. When
5 formulating the Diagnosis of Consumer, CONTRACTOR shall use the diagnostic codes and axes as
6 specified in the most current edition of the DSM published by the American Psychiatric Association.
7 DSM diagnoses will be recorded on all IRIS documents, as appropriate.

8 17. Engagement means the process by which a trusting relationship between worker and
9 Consumer(s) is established with the goal to link the individual(s) to the appropriate services.
10 Engagement of Consumer(s) is the objective of a successful Outreach.

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

13 19. FSP

14 a. FSP means Full Service Partnership and refers to a type of program described by the
15 State in the requirements for the COUNTY plan for use of MHSA funds and which includes Consumers
16 being a full partner in the development and implementation of their treatment plan. A FSP is an
17 evidence-based and strength-based model, with the focus on the individual rather than the disease.
18 Multi-disciplinary teams will be established including the Consumer, Psychiatrist, and PSC. Whenever
19 possible, these multi-disciplinary teams will include a mental health nurse, marriage and family
20 therapist, clinical social worker, peer specialist, and family members. The ideal Consumer to staff ratio
21 will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense
22 service delivery. Services will include, but not be limited to, the following:

- 23 1) Crisis management;
- 24 2) Housing Services;
- 25 3) Twenty-four (24) hours per day, seven (7) days per week intensive case
26 management;
- 27 4) Community-based Wraparound Recovery Services;
- 28 5) Vocational and Educational services;
- 29 6) Job Coaching/Developing;
- 30 7) Consumer employment;
- 31 8) Money management/Representative Payee support;
- 32 9) Flexible Fund account for immediate needs;
- 33 10) Transportation;
- 34 11) Illness education and self-management;
- 35 12) Medication Support;
- 36 13) Co-occurring Services;
- 37 14) Linkage to financial benefits/entitlements;

1 15) Family and Peer Support; and

2 16) Supportive socialization and meaningful community roles.

3 b. Consumer services are focused on Recovery and harm reduction to encourage the
4 highest level of Consumer empowerment and independence achievable. PSC's will meet with the
5 Consumer in their current community setting and will develop a supportive relationship with the
6 individual served. Substance abuse treatment will be integrated into services and provided by the
7 Consumer's team to individuals with a co-occurring disorder.

8 c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,
9 including those who are dually diagnosed, in a partnership to achieve the individual's wellness and
10 Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal
11 of FSP Programs is to assist the Consumer's progress through pre-determined quality of life outcome
12 domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased
13 employment opportunities and retention, linkage to medical providers, etc.) and become more
14 independent and self-sufficient as Consumers move through the continuum of Recovery and evidence
15 by progressing to lower level of care or out of the "intensive case management need" category.

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

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

24 21. Individual Services and Support Funds – Flexible Funds means funds intended for use to
25 provide individuals and/or their families with immediate assistance, as deemed necessary, for the
26 treatment of their behavioral health disorder and their overall quality of life. Flexible Funds are
27 generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous
28 expenditures that are individualized and appropriate to support Consumer's mental health treatment
29 activities.

30 22. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and
31 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek
32 services.

33 23. Intern means an individual enrolled in an accredited graduate program accumulating
34 clinically supervised work experience hours as part of fieldwork, internship, or practicum requirements.
35 Acceptable graduate programs include all programs that assist the student in meeting the educational
36 requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.

37 //

1 24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
2 employment opportunities for the Consumers and matching the job to the Consumer's strengths,
3 abilities, desires, and goals. This position will also integrate knowledge about career development and
4 job preparation to ensure successful job retention and satisfaction of both employer and employee.

5 25. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
6 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
7 Impairment Criteria and Intervention Related Criteria.

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

11 27. Mental Health Specialist means an individual who has a Bachelor's Degree and four years
12 of experience in a mental health setting and who performs individual and group case management
13 studies.

14 28. MFT means Marriage and Family Therapist and refers to an individual who meets the
15 minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

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

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

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

25 c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment
26 programs, consumers receive combined treatment for behavioral health and substance use disorders
27 from the same practitioner or treatment team.

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

31 e. Medication Support Services means those services provided by a licensed physician,
32 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
33 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
34 symptoms of behavioral health disorders. These services also include evaluation and documentation of
35 the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance
36 and response to medication, as well as obtaining informed consent, providing medication education and
37 plan development related to the delivery of the service and/or assessment of the beneficiary.

1 f. Rehabilitation Service means an activity which includes assistance in improving,
2 maintaining, or restoring a Consumer's or group of Consumers' functional skills, daily living skills,
3 social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources
4 and/or medication education.

5 g. Targeted Case Management means services that assist a beneficiary to access needed
6 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
7 service activities may include, but are not limited to, communication, coordination and referral;
8 monitoring service delivery to ensure beneficiary access to service and the service delivery system;
9 monitoring of the beneficiary's progress; and plan development.

10 h. Therapy means a service activity which is a therapeutic intervention that focuses
11 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
12 delivered to an individual or group of beneficiaries which may include family therapy in which the
13 beneficiary is present.

14 30. Mental Health Worker means an individual that assists in planning, developing and
15 evaluating mental health services for Consumers; provides liaison between Consumers and service
16 providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology,
17 counseling, or social work, or has two years of experience providing client related services to
18 Consumers experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral
19 science field such as psychology, counseling, or social work may be substituted for up to one year of the
20 experience requirement.

21 31. MHSA means Mental Health Services Act and refers to the law that provides funding for
22 expanded community Mental Health Services. It is also known as "Proposition 63."

23 32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY
24 will be using for the Adult mental health programs in COUNTY. The scale will provide the means of
25 assigning individuals to their appropriate level of care and replace the diagnostic and acuity of illness-
26 based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying
27 the level of service needed by participating members. The scale will be used to create a map of the
28 system by determining which milestone(s) or level of Recovery (based on the MORS) are the target
29 groups for different programs across the continuum of programs and services offered by COUNTY.

30 33. NPI means National Provider Identifier and refers to the standard unique health identifier
31 that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered
32 healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in
33 HIPAA standard transactions. The NPI is assigned for life.

34 34. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the
35 beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has
36 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and
37 found not to meet the Medical Necessity criteria for specialty Mental Health Services.

1 35. 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 36. 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 37. Peer Recovery Specialist/Counselor means an individual who has been through the same or
9 similar Recovery process as those he/she is now assisting to attain their Recovery goals while being paid
10 for this function by the program. A peer Recovery specialist practice is informed by his/her own
11 experience.

12 38. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to
13 create a behavioral health and law enforcement response team. While the primary purpose of the
14 partnership is to assist individuals in behavioral health crisis in accessing behavioral health services, the
15 PERT team also educates police on behavioral health issues and provides them with the tools necessary
16 to more effectively assist individuals in behavioral health crises. PERT provides a behavioral health
17 trained clinician to ride along with a police officer in order to provide a prompt response and assessment
18 to individuals in behavioral health crises and provide them with the appropriate care and linkages to
19 other resources as required in a dignified manner.

20 39. PSC means Personal Services Coordinator and refers to an individual who will be part of a
21 multi-disciplinary team that will provide community based Mental Health Services to adults that are
22 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery
23 principles. The PSC is responsible for clinical care and case management of assigned Consumer and
24 families in a community, home, or program setting. This includes assisting Consumers with mental
25 health, housing, vocational and educational needs. The position is also responsible for administrative
26 and clinical documentation as well as participating in trainings and team meetings. The PSC shall be
27 active in supporting and implementing the program's philosophy and its individualized, strength-based,
28 culturally/linguistically competent and Consumer-centered approach.

29 40. Pharmacy Benefits Manager means the organization that manages the medication benefits
30 that are given to Consumers that qualify for medication benefits.

31 41. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
32 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
33 Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and
34 Institutions Code section 575.2. The waiver may not exceed five (5) years.

35 42. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
36 Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS as
37 //

1 an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is subject
2 to regulations adopted by the BBS.

3 43. Program Director means an individual who has complete responsibility for the day-to-day
4 function of the program. The Program Director is the highest level of decision-making at a local,
5 program level.

6 44. Promotores de Salud Model means a model where trained individuals, Promotores, work
7 towards improving the health of their communities by linking their neighbors to health care and social
8 services, educating their peers about behavioral health disorders, disease and injury prevention.

9 45. Promotores means individuals who are members of the community who function as natural
10 helpers to address some of their communities' unmet mental health, health and human service needs.
11 They are individuals who represent the ethnic, socio-economic and educational traits of the population
12 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the
13 community's needs.

14 46. PHI means individually identifiable health information usually transmitted by electronic
15 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,
16 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
17 to the past, present, or future physical or mental health or condition of an individual, provision of health
18 care to an individual, or the past, present, or future payment for health care provided to an individual.

19 47. Psychiatrist means an individual who meets the minimum professional and licensure
20 requirements set forth in Title 9, CCR, Section 623.

21 48. Psychologist means an individual who meets the minimum professional and licensure
22 requirements set forth in Title 9, CCR, Section 624.

23 49. Recovery means a process of change through which individuals improve their health and
24 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
25 dimensions to support Recovery in life:

26 a. Health: Overcoming or managing one's disease(s) as well as living in a physically and
27 emotionally healthy way;

28 b. Home: A stable and safe place to live;

29 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
30 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;
31 and

32 d. Community: Relationships and social networks that provide support, friendship, love,
33 and hope.

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

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1 returned to the County by February 1, 2021 the amount remaining unspent as of December 30, 2020.
2 Contractor agrees that all payments are interim payments only, and subject to auditing by County and/or
3 other regulatory body with auspices over CARES Act funding and maybe subject to recoupment in the
4 event said expenditures cannot be substantiated by source documentation collected and maintained by
5 Contractor, to include but not be limited to receipts, purchase orders, ledgers, books, check stubs,
6 invoices, records, etc. confirming expenses incurred and paid out (expended). Lack of supporting
7 source documentation of any expenditure claimed to County and reimbursed to Contractor under this
8 Agreement shall be immediately subject to recoupment by County.

9 All payments are interim payments only, and subject to Final Settlement in accordance with the Cost
10 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost
11 of 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 twentieth
32 (20th) 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 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the
17 Reports Paragraph of this Exhibit A to the Agreement.

18 **V. SERVICES**

19 **A. Purpose**

20 The purpose of the Management and Operation Plan (MOP) is to satisfy the requirements of the
21 County of Orange Contract requirements with CONTRACTOR regarding the operation of the Project
22 Homekey sites to provide appropriate and high-quality supportive services for participants residing in
23 the Project Homekey during this contract period. This agreement is intended to ensure that obligations
24 and expectations regarding the operations and care of the program participants of The Development
25 which shall be referred to as “Project Homekey” are clearly defined in order that SUBCONTRACTOR
26 will deliver these services during the contact period as defined in this document. The MOP identifies
27 Project Homekey services for individuals experiencing homelessness and best practices to maintain a
28 safe and healthy environment for guests and the community. The overall of this document is to ensure
29 that SUBCONTRACTOR assist homeless participants to achieve housing stability and self- sufficiency
30 to the maximum extent feasible.

31 SUBCONTRACTOR shall be a 501 (c) 3 tax-exempt non-profit corporation that was established in
32 1985. The IRS determination letter establishing 501 (c) 3 status is held on site and will be available
33 upon request.

34 **1. Target Population**

35 a. The target population is individuals and couples who are experiencing homelessness or
36 who are at risk of homelessness and who are impacted by the COVID-19 pandemic. See attachment for
37

1 detailed definition and referral process. The clients residing within the property shall be determined by
2 the Operating Agreement between CONTRACTOR and the County of Orange.

3 B. Program Policies

4 1. Facility and Project Homekey

5 a. The purpose of the Project Homekey is to serve people experiencing homelessness or
6 who are also at risk of serious illness from COVID-19. The target population is defined by the contract
7 between CONTRACTOR and the County of Orange Health Care Agency. This is not a walk-in shelter
8 and no services are provided to those who are not clients residing within the facility.

9 b. Per the United States Department Housing and Urban Development (HUD) Standards
10 of Care, all Continuums of Care (CoCs) must adopt “written policies and procedures” to guide the
11 general operations and day-to-day activities of their coordinated entry (CE) systems (2017). Hence,
12 entry criteria for adults who are homeless include but are not limited to:

- 13 1) Homeless (HUD definition)
- 14 2) Ambulatory and not requiring hospital or nursing home care
- 15 3) Agree to be nonviolent
- 16 4) Agree not to use or sell alcohol, drugs, or illegal substances on the premises
- 17 5) Agree to treat other participants, staff and the property with respect
- 18 6) Agree to obey fire and other safety regulations
- 19 7) Agree to follow posted housing rules
- 20 8) Standards of Care for Orange County Emergency Shelter Providers

21 c. Project Homekey staff supplied by SUBCONTRACTOR will be stationed on site, at a
22 minimum Monday to Friday, 8 a.m.-8 p.m. during regular business hours. Security will be onsite at all
23 hours, or at a minimum of 8pm to 8 am, as well as weekends.

24 d. A typical staff structure will include on-site staff on duty on a staggered shift schedule
25 from 8 a.m. to 8 p.m. with staff working variable hours on weekends in support of defined activities,
26 inclusive of the serving of meals and community support. SUBCONTRACTOR staff will be available
27 at all hours for emergencies and off-hour issues. Additionally, two (2) SUBCONTRACTOR staff shall
28 serve in temporary residence on-site and be available additionally in support of off-hour requirements.

29 e. All staff schedules and service/program schedules will be submitted for review to
30 CONTRACTOR for approval on a schedule to be determined. There are spaces available for weekly
31 meetings onsite between participants and their assigned Case Manager.

32 2. Referral and Intake Process

33 a. Referrals into the program will be made through the Coordinated Entry System (CES)
34 with prioritization for individuals impacted by COVID-19 with underlying health conditions and/or 65
35 and over, with community ties in Stanton and/or North Service Planning Areas. Individuals from Central
36 and South Service Planning Area of Orange County may be considered for referral into the program if
37 they meet the above vulnerability criteria for prioritization.

1 b. No walk-ups are allowed to identified site(s). Referrals and transportation will be
2 coordinated by CES manager and the assigned SUBCONTRACTOR Case Manager located at the site.

3 c. Once the referral is made, SUBCONTRACTOR will conduct a criminal background
4 check. Background checks will be required based on County contract requirements.

5 d. When the criminal background check is cleared, the Case Manager will schedule a
6 meeting with the participant and start the intake process.

7 e. The Case Manager will schedule a meeting with the participant(s) to review and sign
8 program agreements and house rules specific to, but limited to, initial entrance and inspection, entering
9 and leaving the facility, laundry services and item (storage limitations), and an agreement that specifies
10 that the facility is temporary shelter—not housing.

11 f. If the participant(s) agree to and sign the program agreements, a SUBCONTRACTOR
12 Case Manager will then take the participant to view to unit, agree upon a unit and a move-in date for
13 that unit if the participant accepts the offer of admission into the Project Homekey.

14 g. On the initial entrance of the Project Homekey, SUBCONTRACTOR will inspect the
15 participants' belongings to ensure there are no bed bugs, dangerous items, or disallowed contraband. All
16 participants will be then asked to bring their items to the laundry room to be washed and/or cleared of
17 bedbugs through a portable heating unit. Funds for laundry (such as tokens or a card) and laundry
18 detergents will be provided to program participants.

19 1) Case Manager will inform participants of alternative off-site laundromats near the
20 facility, so participants have options to use those resources. Laundry tokens and detergents will be
21 provided to participants.

22 j. Case Managers will meet with participant on or after their entrance to the program over
23 the course of one or more initial meetings to perform complete/update a VI- SPDAT, review the meal
24 plan and discuss food allergies/dietary needs, review the rules regarding random room checks for
25 health/safety concerns, obtain toiletries (if applicable) and develop a housing plan.

26 k. The Case Manager and participant will then meet weekly or as needed to check
27 participant progress on goal achievement and ability to access resources to transition to a more stable
28 housing program.

29 l. Access to future openings in the Program shall be determined in accordance with the
30 Operating Agreement between CONTRACTOR and the County of Orange. Any waitlist will be
31 specified in a separate document and will be managed by the County of Orange or their designee.

32 **Intake Form (Attachments)**

33 **C. Service Provided**

34 **1. Facility & Meal Service**

35 a. Each household or participant will be assigned to a room and have access to a restroom.

36 b. SUBCONTRACTOR will provide housing, showers, basic cleaning supplies and three
37 meals per day (one hot meal for lunch), as well as access to specialized services such as laundry services

1 and case management support. Basic cleaning supplies will be provided as needed to participants. All
2 participants will be issued masks, gloves as needed and required to adhere to social distancing practices.
3 Failure to follow CDC Guidelines specific to may be viewed as a threat to the peaceful enjoyment of the
4 community and may result in participants facing loss of program privileges, behavioral contracts, and/or
5 room forfeiture and program exit.

6 c. Due to CDC guidelines specific to COVID-19 all meals will be distributed to the room
7 by SUBCONTRACTOR staff who are California Food Handler Certified. Participants will receive one
8 hot meal at lunch and two meals that may be stored in refrigerators provided by SUBCONTRACTOR.
9 The hot meals will be served every day at noon each day.

10 d. During the meal distribution, participants will receive a temperature check, sign-in their
11 names to denote receipt of hot meal and cold meal for dinner. If the participant is not present at
12 mealtime, they will have the options to get a meal from the on-site staff depending on meal availability
13 due to limited refrigerator storage.

14 2. Laundry Service

15 a. The Residential Manager will arrange to provide laundry service to each household
16 weekly.

17 b. The Residential Manager and participant will coordinate to create a schedule for each
18 household to wash their clothing with the on-site laundry room. If a reasonable accommodation is
19 needed, transportation to an off-site laundromat may also be arranged the participant's Case Manager.

20 c. Residential Manager will practice universal precautions while assisting with the
21 laundry services such as wearing appropriate protective garments (i.e. masks and gloves).

22 d. Each household will be given laundry detergent by the Residential Manager during the
23 participants' scheduled appointment to use the laundry room. The laundry fees will be at no cost to the
24 participant, laundry tokens will be provided.

25 e. Participants will be assigned a two-hour block of time per week to access the Laundry
26 Room.

27 3. Case Management Services

28 a. A Case Manager is assigned to each participant in the Project Homekey. The Case
29 Manager will schedule regular meetings with each participant to support them as they work towards
30 housing stability and self-sufficiency.

31 b. An SUBCONTRACTOR Case Manager is responsible to participate in the CES
32 Weekly Match Meetings and the participant status on 211/PL. Upon intake appointment, the Case
33 Manager will conduct the VI-SPDAT for the participant who has not yet completed the survey and
34 submit the VI-SPDAT to CES within 3 days. For those who have, the Case Manager will review and
35 make updates if appropriate.

36 c. Clients will be linked to additional supportive services as needed based on their VI-
37 SPDAT assessment and with their consent for referrals.

1 1) If upon screening a participant self-reports feeling specific to suicidal or homicidal
2 ideation, he/she will be referred to Crisis Assessment Team (C.A.T.) for further psychiatric evaluation.

3 2) At intake, the participant will be asked if he/she would like to receive mental health
4 services. If the participant agrees, he/she will be asked to provide consent for SUBCONTRACTOR to
5 release information from his/her former provider (if applicable) and set a time and date for the
6 participant to meet with an SUBCONTRACTOR Clinician.

7 3) At the initial meeting, the SUBCONTRACTOR Clinician will conduct the
8 Modified Mini Screen (mental health screener) and the PCL-5 (trauma screener). If the participant
9 screens positive for substance use disorder and mental health disorder, a clinical biopsychosocial
10 assessment will be conducted. Cut scores of 6 or higher on the Modified Mini Screen, 4 or higher on the
11 TCU Drug Screen V and 16 or higher on the PCL-5 will be used as the determining factors for clinical
12 assessment and treatment. SUBCONTRACTOR staff will work with the County's Behavioral Health
13 Department to determine suitable program linkages for mental health and substance use services.

14 d. The Case Manager will work with participants to receive a source of income or apply
15 for resources such as SSI/SSDI. SUBCONTRACTOR staff will coordinate with Chrysalis Employment
16 Program as well.

17 e. The Case Manager will ensure participants are screened for replacement social security
18 cards, birth certificates, state identification, Medicaid benefits, and SSI/SSDI benefits.

19 f. The Case Manager will screen each participant to inquire of his/her Veterans Status. If
20 the participant denotes that he/she is a Veteran and/or has a DD214, the Case Manager will contact the
21 Veterans Administration Department and begin the process of linking him/her to a Veterans Services
22 Officer for housing and support services.

23 g. All participants will be screened for eligibility for CalOptima/Health Benefits.
24 SUBCONTRACTOR will work with CalOptima to connect with current CalOptima members and
25 pursue linkage for new member status.

26 h. The Case Manager will seek to identify resources and programs that participants would
27 benefit from such as job training, resume building, and job fairs. Case Manager will also review the
28 Resource Binder with participant and make appropriate linkage.

29 i. SUBCONTRACTOR will provide daily life skills groups and educational workshops
30 on topics including community resources, self-sufficiency, housing support, engagement with the
31 community and other topics agreed upon with COUNTY. Weekly or monthly reports will be required
32 on metrics for these supportive services.

33 4. House Rules, Security Policy and Occupancy Agreement

34 a. SUBCONTRACTOR's approved Project Homekey policies are given to each
35 participant during their intake appointment. Participants who have agreed to enter the Project Homekey
36 will have reviewed and agreed to follow the rules. **Please see Attachment B for Guidelines of**
37 **Residences and Security Policy and Occupancy Agreement.**

1 5. Housekeeping

2 a. SUBCONTRACTOR understands the importance of maintaining hygienic, sanitary
3 environments for the well-being of participants, visitors, volunteers, and staff. Each participant and/or
4 household are responsible to keep their unit clean and free of hazards.

5 b. SUBCONTRACTOR Staff will conduct daily unit inspections to ensure participants are
6 keeping their units clean. Staff will complete the unit inspection sheet for each unit and store the form in
7 the service file.

8 c. Each unit is provided with cleaning supplies in order to maintain cleanliness.
9 Participants are responsible to request additional supplies if needed.

10 6. Grievances Policies

11 a. SUBCONTRACTOR has set forth policies and procedures for grievances.
12 SUBCONTRACTOR will take action to ensure grievances and concerns are addressed appropriately as
13 guided within the Standards of Care for Emergency Shelters. **Please see Attachment D – Grievance**
14 **Policies.**

15 7. Reporting

16 a. As required by the County and stipulated by agreement with CONTRACTOR,
17 SUBCONTRACTOR will submit reports on a monthly basis in a timely manner. SUBCONTRACTOR
18 is responsible to complete each report before the due date and submit to the CONTRACTOR for review
19 prior to submitting to the County Project Manager. The monthly report will include but not be limited
20 to: referrals, benefits and entitlements obtained, referrals and successful linkages to services, housing
21 placement, and program exits.

22 **Please see Attachment F for all reporting forms.**

23 b. Case Managers collect required documentation before and during the intake process to
24 create a service file for each participant. Participant data will be entered into the HMIS database and
25 reviewed monthly to ensure data accuracy. Case Managers will meet with participants to document data
26 related to demographics, veteran status, income, benefits and services that assist SUBCONTRACTOR
27 in reports for grants and donations. Case Managers will ensure participants are screened during intake for
28 replacement social security cards, birth certificates, state identification, Medicaid benefits, and SSI/SSDI benefits.
29 Case Manager will develop a plan with participant to acquire missing documentation.

30 c. Participants choosing to receive assessment and case management are documented for
31 needs for resources and referrals, disabilities, recovery needs and housing placement. The Case Manager
32 will keep case notes in both hard copy and data base files to track progress, resources and referrals
33 given, and support rendered. Outcomes are recorded at exit.

34 d. Required and collected documentation will be entered into HMIS within a 72-hour
35 period of receiving/providing a service.

36 e. Confidentiality of documentation is maintained between Case Manager and authorized
37 SUBCONTRACTOR staff. Data base files require authorization and passwords to access.

1 f. SUBCONTRACTOR will adhere to HMIS guidelines for documentation as outlines
2 within the HMIS Policies and Procedures.

3 8. HMIS

4 a. Authorized staff, Case Managers, Agency Program Manager, and preapproved
5 personnel are authorized to access the HMIS software program. Each staff must be approved to enter,
6 change, or read data in the system. Each staff has a separate password for entry. Staff is authorized to
7 only use computers that have been authorized by SUBCONTRACTOR for use at that location. No
8 person without a username or password set up by SUBCONTRACTOR will have access to the Project
9 Homekey participant management computers.

10 b. SUBCONTRACTOR uses HMIS as its primary participant database. HMIS
11 confidentiality policies are explained, signed, and followed. Disclosure of participants' information to
12 other social service agencies, whether on a referral to or from SUBCONTRACTOR Project Homekey,
13 may be permitted only with the participant's written consent. Disclosure of records relating to
14 participants may be released without participant's consent in certain circumstances as required by law.

15 9. Confidentiality Policies

16 SUBCONTRACTOR will keep strict confidentiality practices as written in the
17 SUBCONTRACTOR Confidentiality Policy that includes:

18 a. Disclosure to Other Agencies

19 1) Disclosure of participants' information to other social service agencies, whether on
20 a referral to or from SUBCONTRACTOR may be provided where necessary and generally may be
21 permitted only with the participant's written consent. Information is to be withheld where enjoined by
22 law and whereby contract SUBCONTRACTOR has agreed to maintain the confidentiality of the
23 participant records (as under the Privacy Act).

24 2) Disclosure of information relating to program participants should not be made to
25 employers, credit agencies, unions, or other similar organization, except at the request, and with the
26 consent of the participant.

27 b. Information to the Participant

28 1) In some situations, it may be required by law to disclose to the participant
29 information contained in their own case record. Information disclosed should be limited to what is
30 included in the formal case information, not including counselor notes and observations. Information
31 provided by other agencies should not be shared.

32 c. Law Enforcement Personnel

33 1) All requests for information regarding participant originating from law
34 enforcement agencies should be referred to the SUBCONTRACTOR Senior Director of Residential
35 Services. SUBCONTRACTOR sets boundaries for the sharing of information with law enforcement
36 personnel according to its policies on participant confidentiality and applicable law.

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1 2) SUBCONTRACTOR participants will be asked at their assessment if they would
2 like to sign a Release of Information form that allows SUBCONTRACTOR staff to share their presence
3 in the Project Homekey with their probation officer.

4 3) When an arrest warrant or a search warrant has been issued by a court and is
5 presented to an SUBCONTRACTOR staff relating to a participant in the residence,
6 SUBCONTRACTOR will cooperate with the law enforcement agency. If a search or an arrest is
7 required, it will be made in a manner, which will involve the least disruption of the program at the
8 facility.

9 10. Community Coordination and Communication

10 a. SUBCONTRACTOR will work in partnership with the County of Orange to be a
11 “Good Neighbor”, informing the public about the positive aspects of the program, being responsive to
12 community concerns, and working closely with city/local government to minimize the impact of the
13 program on the surrounding neighborhood.

14 11. Safety Precautions

15 a. Participants are given a safety protocol sheet, which describes actions to take when a
16 disaster strikes. The local police and fire departments via calling 911 will be contacted if any life-
17 threatening emergencies occur.

18 b. The incident report policies and procedures will assure the tracking and reporting of
19 incidents involving:

20 1) Abuse, suspected abuse, and reportable abuse including Adult Protective Services
21 or Child

22 2) Protective Services;

23 3) Acts of violence or sexual misconduct;

24 4) Death of participant and/or shelter staff;

25 5) Emergency situations that prompt evacuation; and

26 6) Substantial damage to the facility, or the discovery of hazardous material on
27 shelter’s premises.

28 c. Incidents will be reported to the County within 24 hours of the incident occurring and
29 shall use the County Template pursuant to the County of Orange Standards of Care.

30 In cases of psychiatric evaluations, all SUBCONTRACTOR staff have been trained to assess
31 suicidal/homicidal ideation; specifically, to:

32 1) **Ask:** “Are you thinking about hurting yourself or someone else?”

33 2) **Plan:** If the participant states that he/she confirms thoughts of suicidal/homicidal
34 ideation and/or attempt; ask them if they have a plan. If a plan is noted, contact your supervisor via
35 phone for further assessment and inquiry. (**Note: Never leave a suicidal participant alone.**)

36 3) **Keep them safe:** Reduce access to highly lethal items or potentially unsafe places.

37 4) **Be there:** Listen carefully and learn what the participant is thinking and feeling.

1 5) **Help them connect:** Utilize the strengths of the treatment team to deescalate a
2 suicidal participant. For example, helping them to make a connection with a trusted individual like a
3 family member, friend, spiritual advisor, or mental health professional.

4 6) **Stay Connected:** Stay in touch after a crisis or after the participant is discharged
5 from care. **Please see Attachment C – Resident Safety Protocol and Crisis Intervention Policy**

6 12. Incident Reporting

7 a. After appropriately addressing unusual incidents and ensuring the physical and mental
8 well-being of all involved, SUBCONTRACTOR staff and participant will provide a written report on
9 unusual incidents within 24 hours of the incident. “Unusual Incidents” include, but are not limited to:

- 10 1) Physical altercations
- 11 2) Harm or threat (participant to participant, participant to staff, physical, verbal, etc.)
- 12 3) Contact with emergency personnel
- 13 4) Hospitalizations, arrests, etc.
- 14 5) Use of illegal substances on site
- 15 6) Discharges from program
- 16 7) Safety issues/incidents
- 17 8) Injuries: staff or participant
- 18 9) Vehicle incident/damage/problems
- 19 10 Incident that is out of the ordinary and could pose a safety issue

20 b. A report will be submitted to the CONTRACTOR Program Manager and to the County
21 Project Manager. **Please see Attachment E – Incident Report Form.**

22 13. Transportation

23 a. SUBCONTRACTOR Staff will provide transportation to participants who are seeking
24 medical services, benefits, attending workshops, job interviews or other appointments. Participants are
25 responsible to notify SUBCONTRACTOR Staff a minimum of 24 hours in advance if they need
26 assistance with transportation. SUBCONTRACTOR will maintain a log of all transportation requests
27 and applicable van mileage. The program manager will perform a monthly audit of the transportation
28 log and monitor van usage.

29 b. Transportation will be provided in two 6-passenger SUBCONTRACTOR vans driven
30 by SUBCONTRACTOR Staff with a valid California Department of Motor Vehicles (DMV) license.

31 c. Wherever possible and based on availability of tokens, bus tokens will be given out.
32 Participants must sign a form indicating they have requested and received a bus token from
33 SUBCONTRACTOR. SUBCONTRACTOR will maintain a monthly log the number of bus tokens
34 purchased and the participants who were issued a bus token. The program manager will perform a
35 monthly audit of the bus pass log and monitor bus pass distribution. **Please see Attachment H –**

36 **Transportation**

37 //

1 14. Policy for Compliance with Local Laws

2 a. SUBCONTRACTOR will comply with all local laws of the County of Orange.
3 Additionally, SUBCONTRACTOR will follow all OC Health Department and Fire Code requirements,
4 and will have staff trained for food handling, CPR, fire drills and other disaster evacuation procedures.

5 15. Policies for Compliance with Labor Laws

6 a. SUBCONTRACTOR will comply with all required labor laws. OSHA training and
7 review will be done during staff meetings on a quarterly basis.

8 b. SUBCONTRACTOR wages are at or above minimum wage. Employee breaks, meals,
9 and overtime are monitored legally and compensated as needed. SUBCONTRACTOR is contracted
10 with a vendor to examine any work injuries. The proper incident reports, Worker's Compensation forms
11 and requirements will be completed.

12 16. Non-Discrimination Policies

13 a. SUBCONTRACTOR will not discriminate against anyone based on age, race, religion, sexual
14 orientation or gender identity and expression, marital status, geographic, national or ethnic origin, HIV status, and
15 disability of veteran status.

16
17 **VI. STAFFING**

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

23 1. Designate the responsible position(s) in your organization for managing the funds allocated
24 to this program;

25 2. Maximize the use of the allocated funds;

26 3. Ensure timely and accurate reporting;

27 4. Maintain appropriate staffing levels;

28 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
29 staff's position. All staff should complete training as detailed within the County of Orange Standards of
30 Care For Emergency Shelters.

31 6. Ensure staff are not on any formal or informal supervision;

32 7. Effectively communicate and monitor the program for its success;

33 8. Maintain communication between the CONTRACT key staff and Program Administrators;

34 and,

35 9. Act quickly to identify and solve problems.

36 //

37 //

1 B. Staff shall be available on site, seven (7) days per week for each site(s).

2 1. Participants will be assisted with housing search, linkage to health care, applying for
3 benefits/resources and provided support to increase income

4 2. The Property Management Dept. will have a team of four staff members. These staff
5 members would be able to address any work order or issues with their living situation.

6 3. The program will have a minimum of 3 case managers on site that will be assigned to work
7 with individual participants with a target average case management ratio that is at or less than 18:1, and
8 who will be available to meet with participants on a weekly basis to provide needed resources and
9 services. Together, the participant and case manager assigned will also develop housing plans
10 appropriate to meet the participant’s needs.

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

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

14 E. One (1) or more staff will work with the participants to apply for available housing units. The
15 staff should work closely with any Housing Navigators working with the target population, and
16 collaborate with existing systems to ensure maximum utilization of services and reduce duplicative
17 efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as
18 developing housing leads, identifying landlords willing to work with the population, creating suitable
19 housing options from available stock, working with landlords to develop positive relationships, assisting
20 participants to be document ready for housing interviews, and assisting with transportation for housing
21 search purposes. Staff will meet with property managers, coach residents to be successful when meeting
22 with potential property managers, and prepare them for moving into a unit. Staff may also work to
23 develop shared housing options for participants. Staff will work in collaboration with the participants’
24 assigned case manager to ensure both parties are aware of one another’s efforts and progress. Caseloads
25 should be limited to -thirty five (35) Clients per case manager at any given time.

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

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

| | |
|-----------------------|-------------|
| PROGRAM | <u>FTEs</u> |
| DIRECT ADMINISTRATION | |
| Development Staff | |
| Accounting Staff | |

| | |
|----|--------------------------------------|
| 1 | Asset Staff |
| 2 | Community Impact Staff |
| 3 | |
| 4 | Services Lead |
| 5 | Program Manager |
| 6 | Assistant Program Manager |
| 7 | Case Manager |
| 8 | Case Manager Clinician |
| 9 | Quality Assurance |
| 10 | Program Maintenance Assistant |
| 11 | Program Management Lead |
| 12 | On-Site Maintenance |
| 13 | On-Site Manager |
| 14 | Maintenance on Call |
| 15 | Janitorial |
| 16 | Chief Executive Officer |
| 17 | Chief Program Officer |
| 18 | Director of Finance |
| 19 | Senior Accountant |
| 20 | Accounts Payable/Accounts Receivable |
| 21 | Grant Staff Accountant |
| 22 | SUBTOTAL PROGRAM |
| 23 | SUBCONTRACTOR |
| 24 | |
| 25 | |
| 26 | SUBTOTAL SUBCONTRACTOR |
| 27 | TOTAL FTEs |
| 28 | |

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

33 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
34 Staffing Paragraph of this Exhibit A to the Agreement.

35 //
36 //
37 //

1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 PROJECT HOMEKEY OPERATOR SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 TBD

8 NOVEMBER 3, 2020 THROUGH NOVEMBER 2, 2025

9
10 **I. CERTIFICATION REGARDING ANTI-LOBBYING**

11 Certification for Contracts, Grants, Loans, and Cooperative Agreements

12
13 The undersigned certifies, to the best of his or her knowledge and belief, that:

14 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the
 15 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency,
 16 a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in
 17 connection with the awarding of any Federal contract, the making of any Federal grant, the making of any
 18 Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,
 19 amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

20
21 2. If any funds other than Federal appropriated funds have been paid or will be paid to any
 22 person for influencing or attempting to influence an officer or employee of any agency, a Member of
 23 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection
 24 with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and
 25 submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26
27 3. The undersigned shall require that the language of this certification be included in the
 28 award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under
 29 grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

30
31 This certification is a material representation of fact upon which reliance was placed when this transaction
 32 was made or entered into. Submission of this certification is a prerequisite for making or entering into this
 33 transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required
 34 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each
 35 such failure.

36 The Contractor, _____ certifies or affirms the truthfulness and accuracy of each
 37 statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that

1 the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to
2 this certification and disclosure, if any.

3  _____
4 882572D8FC0C417...
5 Signature of Contractor's Authorized Official
6 George Searcy COO _____

7 Name and Title of Contractor's Authorized Official
8 10/28/2020
9 _____
Date

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1 EXHIBIT C
 2 TO THE CONTRACT FOR PROVISION OF
 3 PROJECT HOMEKEY OPERATOR SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 JAMBOREE HOUSING CORPORATION
 8 NOVEMBER 3, 2020 THROUGH NOVEMBER 2, 2025

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County of Orange
Standards of Care
for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

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

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

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

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

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

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

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

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

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

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

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

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

Denial of Admission

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

Reasons for denial may include any of the following:

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

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

1.2.2. Intake and Orientation

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

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

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

1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

1.2.4. Equal Access and Gender Identity

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

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

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

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

1.2.5. Non-Discrimination

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

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

1.2.6. Reasonable Accommodations

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

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

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

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

1.2.7. Service Animals and Support Animals

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

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

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

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

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

1.2.8. Communication Accessibility

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

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

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

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

1.2.9. Participant Feedback

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

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

1.2.10. Incident Reporting

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

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

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

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

Email: OCShelterFeedback@ochca.com

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

1.2.11. Grievances

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

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

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

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

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

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

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

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

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

County Grievance Appeal Process

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

Dispute Resolution Services

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

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

1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

1.2.13. Hours of Operation and Curfew

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

1.2.14. Coordinated Entry System Integration

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

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

1.2.15. Food Services

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

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

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

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

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

1.2.16. Medication Storage

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

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

1.2.17. Storage and Personal Belongings

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

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

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

1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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

1.2.19. Communicable Diseases

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

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

2. Supportive Services

2.1. Case Management Access

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

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

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

2.2. Assessments

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

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

2.3. Housing Plans

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

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

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

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

2.4. Housing Focused Services

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

2.5. Services, Referrals and Linkages

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

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

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

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

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

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

2.6. Transportation

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

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

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

3. Staff Training

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

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

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

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

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

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

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

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

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

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

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

Interior air quality:

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

Water supply:

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

Thermal environment:

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

Illumination and electricity:

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

Sanitary facilities:

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

Food preparation:

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

Fire safety:

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

Emergency:

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

4.2. ADA Facility Standards

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

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

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

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

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

4.3. Hygiene Products

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

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

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

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

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

4.4. Hazardous Materials

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

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

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

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

5. Administration

5.1. Policies and Procedures

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

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

5.2. Staffing

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

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

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

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

5.3. HMIS Participation and Documentation

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

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

5.4. Document Storage and Retention

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

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

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

5.5. Quality Assurance

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

5.6. Program Monitoring

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

5.7. Reporting

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

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

5.8. Waivers

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

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

6. Attachments

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



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

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



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

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

Administrative Use Only

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

Attachment 2

Shelter Grievance Form

PROVIDER NAME

County of Orange, Office of Care Coordination



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

- Email:
- Address:

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

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

Identifying information

Full Name (Please Print): _____ Date: _____

Phone: _____ Email: _____

Other means of contact: _____

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

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

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

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

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

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

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

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

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

STEP 1: Shelter Grievance Process

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

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

STEP 2: Shelter Appeal Process

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

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

STEP 3: County of Orange Grievance Appeal Process

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

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

In order to begin this process please contact the County:

By Telephone:

Grievance Specialist

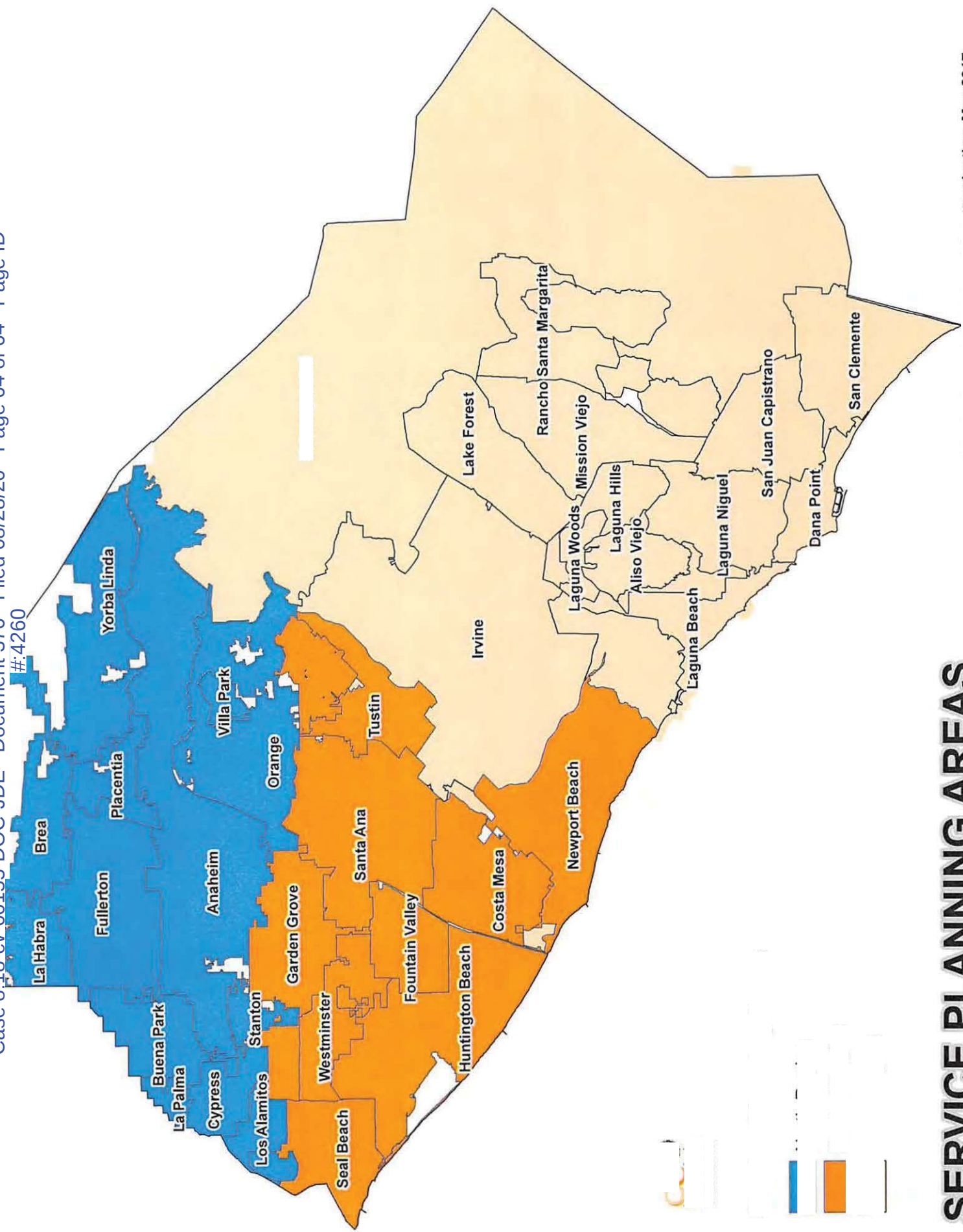
By Email:OCshelterfeedback@ochca.com**By mail:**

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

ATTACHMENT

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ATTACHMENT B



SERVICE PLANNING AREAS