

1 CONTRACT FOR PROVISION OF  
2 YALE SHELTER OPERATOR SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE

5 AND  
6 PATH (PEOPLE ASSISTING THE HOMELESS)  
7 NOVEMBER 17, 2020 THROUGH JUNE 30, 2023  
8

9 THIS CONTRACT entered into this November 17, 2020 (effective date), is by and between the  
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and PATH (People  
11 Assisting the Homeless), a California nonprofit corporation (CONTRACTOR). COUNTY and  
12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as  
13 "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency  
14 or an authorized designee ("ADMINISTRATOR").  
15

16 **W I T N E S S E T H:**  
17

18 WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's  
19 Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak,  
20 as necessary for the preservation of public health and safety; and

21 WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the  
22 State of California concerning the COVID-19 emergency and outbreak; and

23 WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20,  
24 ordering all California residents to heed any orders and guidance of State and local public health  
25 officials, including but not limited to imposition of social distancing measures, to control the spread of  
26 COVID-19; and

27 WHEREAS, on March 18, 2020, the President of the United States proclaimed a national  
28 emergency concerning the COVID-19 outbreak; and

29 WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in  
30 the State of California and ordered Federal assistant to supplement State and local recovery efforts in the  
31 areas affected by the COVID-19 pandemic; and

32 WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management  
33 Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that  
34 provides guidance on the availability of federal funding to states and local governments during  
35 emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency  
36 Assistance Act (Stafford Act); and

37 //

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 Yale Shelter  
12 Operator Services described herein to individuals experiencing homelessness in Orange County; and

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

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

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1 **REFERENCED CONTRACT PROVISIONS**

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3 **Term:** November 17, 2020 – June 30, 2023

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7 **Maximum Obligation:** \$18,000,000

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11 **Basis for Reimbursement:** Actual Cost

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14  
15 **Payment Method:** Monthly in Arrears

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18  
19 **CONTRACTOR DUNS Number:** 847856390

20  
21  
22 **CONTRACTOR TAX ID Number:** 95-950196

23  
24  
25  
26 **Notices to COUNTY and CONTRACTOR:**

27  
28 **COUNTY:** County of Orange  
29 Health Care Agency  
30 Contract Services  
31 405 West 5th Street, Suite 600  
32 Santa Ana, CA 92701-4637

**CONTRACTOR:** PATH (People Assisting the Homeless)  
340 N. Madison Ave.  
Los Angeles, CA 9004

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## I. ACRONYMS

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

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

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

## **II. ALTERATION OF TERMS**

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

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

## **III. ASSIGNMENT OF DEBTS**

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

## **IV. COMPLIANCE**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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1 **V. CONFIDENTIALITY**

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 Yale Operator Shelter Services Program, and therefore it may be  
7 necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange  
8 information regarding specific Participants with COUNTY or other providers of related services  
9 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.

23  
24 **VI. CONFLICT OF INTEREST**

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.

33  
34 **VII. CORRECTIVE ACTION PLAN**

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.

35 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
 36 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR

37 //

1 shall document that costs are reasonable and allowable and directly or indirectly related to the services  
2 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if  
3 any.

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

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

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

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

26  
27 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
28 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
29 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
30 knowledge and belief, costs reimbursed through this Contract are reasonable and  
31 allowable and directly or indirectly related to the services provided and that this Cost  
32 Report is a true, correct, and complete statement from the books and records of  
33 (provider name) in accordance with applicable instructions, except as noted. I also  
34 hereby certify that I have the authority to execute the accompanying Cost Report.

35 //  
36 //  
37 //

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

6 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

7 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

37 //

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

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

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

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

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

18  
19 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

## 23 **XIII. EQUIPMENT**

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

36 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any  
 37 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR



1 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
 2 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
 3 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
 4 purchased asset in an Equipment inventory.

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

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

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

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

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

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

#### 27 28 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

35 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
 36 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.

37 //

1 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in  
2 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

### 4 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

36 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
37 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or

1 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole  
2 cost and expense with counsel approved by Board of Supervisors against same; and

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

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

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

10 F. QUALIFIED INSURER

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

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

19 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
20 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 (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Employee Dishonesty	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

1 Commercial Property Insurance on an 100% of the Replacement Cost  
 2 “All Risk” or “Special Causes of Loss” Value and no coninsurance provision  
 3 Basis covering all, contents and any  
 4 Tenant improvements including  
 5 Business Interruption/Loss of Rents  
 6 with a 12 month Limit.  
 7

#### 8 H. REQUIRED COVERAGE FORMS

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

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

#### 13 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

31 U. SUBMISSION OF INSURANCE DOCUMENTS

- 32 1. The COI and endorsements shall be provided to COUNTY as follows:
- 33 a. Prior to the start date of this Contract.
  - 34 b. No later than the expiration date for each policy.
  - 35 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
36 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

37 //



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

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

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

10 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
11 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and  
12 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
13 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

14 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
15 CONTRACTOR's monthly invoice.

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

19  
20 **XVI. INSPECTIONS AND AUDITS**

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

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

35 **C. AUDIT RESPONSE**

36 1. Following an audit report, in the event of non-compliance with applicable laws and  
37 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as

1 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 2 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
 3 (30) calendar days after receiving notice from ADMINISTRATOR.

4 2. If the audit reveals that money is payable from one Party to the other, that is,  
 5 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
 6 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
 7 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
 8 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
 9 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
 10 amount not to exceed the reimbursement due COUNTY.

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

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

## 18 **XVII. LICENSES AND LAWS**

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

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

- 32 1. ARRA of 2009.
- 33 2. Trafficking Victims Protection Act of 2000.
- 34 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 35 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 36 5. CCR, Title 17, Public Health.
- 37 6. CCR, Title 22, Social Security.

- 1 7. CFR, Title 42, Public Health.
- 2 8. CFR, Title 45, Public Welfare.
- 3 9. USC Title 42. Public Health and Welfare.
- 4 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 5 11. 42 USC §1857, et seq., Clean Air Act.
- 6 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 7 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 8 14. McKinney-Vento Homeless Assistance Act
- 9 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 10 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
- 11 Awards.

### 12 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

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

35 //

36 //

37 //



1 **XIX. MAXIMUM OBLIGATION**

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

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

6  
7 **XX. MINIMUM WAGE LAWS**

8 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
9 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
10 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or  
11 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall  
12 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid  
13 no less than the greater of the federal or California Minimum Wage.

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

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

21  
22 **XXI. NONDISCRIMINATION**

23 **A. EMPLOYMENT**

24 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined  
25 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee  
26 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
27 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
28 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,  
29 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its  
30 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for  
31 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,  
32 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
33 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

7 5. All solicitations or advertisements for employees placed by or on behalf of  
8 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
9 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
10 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
11 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
12 shall be deemed fulfilled by use of the term EOE.

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

18 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
19 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
20 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
21 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
22 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
23 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
24 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
25 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
26 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
27 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
28 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
29 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
30 factors identified above:

- 31 1. Denying a Participant or potential Participant any service, benefit, or accommodation.
- 32 2. Providing any service or benefit to a Participant which is different or is provided in a  
33 different manner or at a different time from that provided to other Participants.
- 34 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed  
35 by others receiving any service and/or benefit.

36 //  
37 //

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

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

5 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all  
 6 Participants through a written statement that CONTRACTOR’s and/or subcontractor’s Participants may  
 7 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,  
 8 subcontractor, and ADMINISTRATOR.

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

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

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

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

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

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

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

37 //

1 **XXII. NOTICES**

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

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

6 ADMINISTRATOR;

7 2. When faxed, transmission confirmed;

8 3. When sent by E-Mail; or

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

11 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
12 this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
13 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
14 Parcel Service, or any other expedited delivery service.

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

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

21  
22 **XXIII. NOTIFICATION OF DEATH**

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

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

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

31 2. WRITTEN NOTIFICATION

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

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

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

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

#### 7 8 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

#### 16 17 **XXV. PARTICIPANT'S RIGHTS**

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

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

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

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

#### 31 32 **XXVI. PAYMENT CARD COMPLIANCE**

33 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business  
34 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR  
35 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant  
36 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in  
37 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to



1 return to compliance and shall be compliant within ten (10) business days of the commencement of any  
 2 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written  
 3 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

#### 4 5 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

27 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR  
 28 shall maintain participant records and must establish and implement written record management  
 29 procedures.

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

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

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

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

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

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

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

14 **XXVIII. RESEARCH AND PUBLICATION**

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

18  
19 **XXIX. REVENUE**

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

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

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

31  
32 **XXX. SEVERABILITY**

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

**XXXI. SPECIAL PROVISIONS**

1  
2 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
3 purposes:

- 4 1. Making cash payments to intended recipients of services through this Contract.
- 5 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
6 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
7 use of appropriated funds to influence certain federal contracting and financial transactions).
- 8 3. Fundraising.
- 9 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
10 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
11 Directors or governing body.
- 12 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
13 body for expenses or services.
- 14 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
15 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
16 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 17 7. Paying an individual salary or compensation for services at a rate in excess of the current  
18 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
19 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 20 8. Severance pay for separating employees.
- 21 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
22 codes and obtaining all necessary building permits for any associated construction.
- 23 10. Supplanting current funding for existing services.

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

- 26 1. Funding travel or training (excluding program-related mileage or parking).
- 27 2. Making phone calls outside of the local area unless documented to be directly for the  
28 purpose of Participant care.
- 29 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 30 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
31 contribute to the quality of services to be provided pursuant to this Contract.
- 32 5. Purchasing or improving land, including constructing or permanently improving any  
33 building or facility, except for tenant improvements.
- 34 6. Providing inpatient hospital services or purchasing major medical equipment.
- 35 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
36 funds (matching).

37 //



1 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
2 CONTRACTOR's Participants outside of program Scope of Services.

3  
4 **XXXII. STATUS OF CONTRACTOR**

5 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
6 wholly responsible for the manner in which it performs the services required of it by the terms of this  
7 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
8 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the  
9 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
10 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
11 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,  
12 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
13 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
14 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and  
15 shall not be considered in any manner to be COUNTY's employees.

16  
17 **XXXIII. TERM**

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

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

26  
27 **XXXIV. TERMINATION**

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

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

- 33 1. The loss by CONTRACTOR of legal capacity.
- 34 2. Cessation of services without cause.
- 35 3. The delegation or assignment of CONTRACTOR's services, operation or administration  
36 without the prior written consent of COUNTY.

37 //

1 4. The neglect by any licensed person employed by CONTRACTOR of any duty required  
2 pursuant to this Contract.

3 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
4 this Contract.

5 6. The continued incapacity of any licensed person to perform duties required pursuant to this  
6 Contract.

7 7. Unethical conduct or malpractice by any physician or licensed person providing services  
8 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
9 removes such licensed person from serving persons assisted pursuant to this Contract.

10 C. CONTINGENT FUNDING

11 1. Any obligation of COUNTY under this Contract is contingent upon the following:

12 a. The continued availability of federal, state and County funds for reimbursement of  
13 COUNTY's expenditures, and

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

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

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

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

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

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

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

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

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

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

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

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

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

13  
14 **XXXV. THIRD PARTY BENEFICIARY**

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

18  
19 **XXXVI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 PATH (PEOPLE ASSISTING THE HOMELESS)

5  
6 DocuSigned by:  
7 BY: Jennifer Hark Dietz DATED: 10/16/2020  
8 8D9C8C42CC784A4...  
9 TITLE: Executive Director

10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
12  
13 TITLE: \_\_\_\_\_

14  
15  
16 COUNTY OF ORANGE

17  
18  
19 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
20 HEALTH CARE AGENCY

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

27  
28 DocuSigned by:  
29 BY: Massoud Shamel DATED: 10/16/2020  
30 79055CA571A94F8...  
31 DEPUTY

32  
33  
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 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 YALE SHELTER OPERATOR SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 PATH (PEOPLE ASSISTING THE HOMELESS)  
8 NOVEMBER 17, 2020 THROUGH JUNE 30, 2023

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. Client or Individual means an individual, referred by COUNTY or enrolled in  
14 CONTRACTOR’s program for services under the Agreement, individuals who are experiencing  
15 homelessness.

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

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

27 4. Data Collection System means software designed for collection, tracking and reporting  
28 outcomes data for Consumers enrolled in the Emergency Shelter Program.

29 5. Engagement means the process by which a trusting relationship between worker and  
30 Consumer(s) is established with the goal to link the individual(s) to the appropriate services.  
31 Engagement of Consumer(s) is the objective of a successful Outreach.

32 6. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and  
33 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek  
34 services.

35 7. Program Director means an individual who has complete responsibility for the day-to-day  
36 function of the program. The Program Director is the highest level of decision-making at a local,  
37 program level.

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

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

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

9  
 10 **II. BUDGET**

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
PROGRAM COSTS				
Salaries	\$1,654,834	\$2,482,250	\$2,482,250	\$6,619,334
Benefits	\$446,805	\$670,208	\$670,208	\$1,787,221
Services & Supplies	\$1,758,536	\$2,637,804	\$2,637,804	\$7,034,144
Administration	\$386,017	\$579,026	\$579,026	\$1,544,069
Start-up Costs	<u>\$950,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$950,000</u>
SUBTOTAL PROGRAM COSTS	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768
TOTAL GROSS COSTS	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768
TOTAL REVENUE	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768
TOTAL MAXIMUM OBLIGATION				

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

37 //



1 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification  
2 Request(s) may result in disallowance of those costs.

3 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete  
4 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
5 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
6 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
7 be made in accordance with GAAP, and Medicare regulations. The Consumer eligibility determination  
8 and fee charged to and collected from Consumers, together with a record of all billings rendered and  
9 revenues received from any source, on behalf of Consumers treated pursuant to the Agreement, must be  
10 reflected in CONTRACTOR’s financial records.

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

### 13 **III. PAYMENTS**

14 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$530,774 per  
15 month for Period One, and \$530,774 per month for Period Two and Period Three. In addition, the start-  
16 up funds shall be paid in full upon execution of the Contract. Any unspent any portion of the start-up  
17 CARES Grant funds received under this Agreement to cover Eligible Expenses by December 30, 2020,  
18 shall be returned to the County by February 1, 2021 the amount remaining unspent as of December 30,  
19 2020. Contractor agrees that all payments are interim payments only, and subject to auditing by County  
20 and/or other regulatory body with auspices over CARES Act funding and maybe subject to recoupment  
21 in the event said expenditures cannot be substantiated by source documentation collected and  
22 maintained by Contractor, to include but not be limited to receipts, purchase orders, ledgers, books,  
23 check stubs, invoices, records, etc. confirming expenses incurred and paid out (expended). Lack of  
24 supporting source documentation of any expenditure claimed to County and reimbursed to Contractor  
25 under this Agreement shall be immediately subject to recoupment by County. All payments are interim  
26 payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the  
27 Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services  
28 hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as  
29 specified in the Referenced Contract Provisions of the Agreement, and provided further,  
30 CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations.  
31 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the  
32 provisional amount specified above has not been fully paid.

33 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and  
34 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.  
35 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
36 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.  
37

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

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

9 //

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

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

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

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

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

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

#### 27 28 **IV. REPORTS**

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

#### 31 **B. FISCAL**

32 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
 33 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
 34 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
 35 in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include total bed  
 36 days, DSH and number of Clients by program. The reports will be received by ADMINISTRATOR no  
 37 later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR



1 must request in writing any extensions to the due date of the monthly required reports. If an extension is  
2 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

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

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

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

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

37

**V. SERVICES**

**A. SCOPE OF SERVICES**

**1. Overview**

a. The Yale Navigation Center located at 2229 South Yale Street, Santa Ana, will provide emergency shelter services for up to 425 men, women, transgender and non-confirming participants, in addition to serving couples, experiencing homelessness in the Central Service Planning Area. The Yale Navigation Center will include a multi-service center that provides supportive and stabilizing services that meet the complex need of participants. The Yale Navigation Center will provide a trauma informed,

//  
and evidence-based sheltering program that re-integrates participants back into the community through case management and linkage to permanent housing.

b. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with federal, state and local funds, described as follows, in a manner satisfactory to the County and consistent with any required funding standards. All work shall be performed in accordance compliance with all latest applicable codes, standards, and regulations and guidelines established in the Yale Navigation in the County of Orange’s Standards of Care for Emergency Shelters. The Contractor of the Yale Navigation Center shall:

1) Enter into a three (3) year operational Contract with the County to operate and provide services associated with the Yale Navigation Center.

2) Enter into a lease agreement with the County for the Yale Navigation Center. The lease shall be for three (3) years with two (2) one-year extension periods on the same terms and conditions of the lease unless the County or Contractor gives the other written notice of its intention to not extend the lease.

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

**2. Program Description Summary**

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

Yale Navigation Center will operate in accordance with the County’s Standards of Care, a comprehensive set of administrative, operational and facility based standards designed to support the quality and consistency of program operations, evidence based participant services, core organizational/administrative functions, and facility design/operations.

**3. Eligible Population to be Served**

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

5 Additionally, individuals seeking shelter in the Central Service Planning Area will require a referral to  
6 the Yale Navigation Center by designated partners and complete intake and screening for the program  
7 prior to their arrival at the Yale Navigation Center. This will ensure a bed is available and determine if  
8 the individual is appropriate for the program.

9 4. Referrals and Bed Reservations

10 //

11 a. Referrals to the Yale Navigation Center will be made by designated partners and will  
12 incorporate the use of the Homeless Management Information System (HMIS) Bed Reservation module.  
13 Individuals seeking shelter will be screened for open felony warrants and status as a registered sex  
14 offender during the referral process.

15 5. Use of Funds

16 a. The funds allocated to the Contractor through this contract will support the provision of  
17 emergency shelter services and enhanced supportive services to increase linkages to permanent housing.  
18 The funds for this contract may include federal, state and local funds which eligible activities would  
19 align with the provision of services and operations of the Yale Navigation Center.

20 6. Reporting

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

24 Contractor will be required to utilize the Homeless Management Information System to comply with  
25 HUD’s data collection, management, and reporting standards and used to collect client-level data and  
26 data on the provision of housing and services to homeless individuals at the Yale Navigation Center.

27 **B. PROGRAM DESCRIPTION**

28 1. The Yale Navigation Center will provide trauma informed emergency shelter services with  
29 an emphasis on shelter stabilization and support services to permanent housing. The Yale Transitional  
30 Center will play an integral component to developing vital infrastructure for the Orange County System  
31 of Care and providing individualized services to meet the complex needs of those experiencing  
32 homelessness. The Contractor of the Yale Navigation Center will support the transition of participants  
33 form the Courtyard Transitional Center, including the development of individualized transition plans.

34 2. The Yale Navigation Center will include a multi-service center that supports the complex  
35 needs of participants by providing on-site supportive and stabilizing services. This includes engaging  
36 participants in a meaningful and professional manner in mutually developing individualized  
37 service/housing plans with the goal of permanent housing. The Contractor will be responsible for direct

1 service engagement in addition to mobilizing and leveraging community programs through the use of  
 2 co-location partnerships to meet the stabilization and housing goals for participants. The Contractor is to  
 3 provide a trauma informed, and evidence-based sheltering program that re-integrates participants back  
 4 into the community through case management and linkage to permanent housing.

5 3. The Yale Navigation Center is located at 2229 S. Yale Street, Santa Ana, California. The  
 6 Yale Navigation center is designed to support up to 425 individuals and couples, in which each bed will  
 7 have a trauma informed design for privacy and safety. The facility for the Yale Navigation Center  
 8 includes a path to travel for all beds, has been designed to support access for persons with disabilities,  
 9 however, there will be 26 beds specifically designed to accommodate for persons with disabilities in all  
 10 sleeping sections.

### 11 C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

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

#### 16 1. Category 1: Literally Homeless

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

18 1) Has a primary nighttime residence that is a public or private place not meant for  
 19 human habitation;

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

23 3) Is exiting an institution where (s)he has resided for 90 days or less and who resided  
 24 in an emergency shelter or place not meant for human habitation immediately before entering that  
 25 institution.

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

27 a. Any individual who:

28 1) Is fleeing, or is attempting to flee, domestic violence

29 2) Has no other residence; and

30 3) Lacks the resources or support networks to obtain other permanent housing

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

35 4. The Yale Navigation Center will have beds reserved for individuals experiencing  
 36 homelessness who are participants of the County of Orange's Health Care Agency Adult and Older  
 37 Behavioral Health (HCA AOABH.) These participants will be identified by HCA AOABH and will be

1 individuals' who are diagnosed with a serious and persistent mental illness and receive mental health  
2 services.

### 3 D. DESCRIPTION OF SERVICES

4 The Contractor will be responsible for the day-to-day operations of the Yale Transitional Center, on  
5 an ongoing basis the Contractor will:

6 1. Operate the Yale Transitional Center 24 hours a day, seven days a week, 365 days a year  
7 and must provide bed management services for current participants at all times.

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

11 3. Execute the following core operational activities and responsibilities for the Yale  
12 Navigation Center:

13 a. Incorporate best and evidenced-based practices, including Housing First, trauma-  
14 informed care and harm reduction.

15 b. Execute shelter services that provide stability and safety for participants, staff, co-  
16 located community service providers and volunteers.

17 c. Facilitate connections to healthcare needs, benefits, and behavioral health services.

18 d. Provide case management to support mutually developed and individualized  
19 service/housing plans to facilitate exits to permanent housing and/or an appropriate higher level of care.

20 e. Develop and operationalize a robust network of wrap around services including co-  
21 location of services leveraged from community based program partnerships and volunteer organizations.

22 f. Maintain programmatic accessibility for all participants ensuring full inclusion of  
23 services within the shelter.

24 g. Develop and execute a referral network plan that accounts for the organized receipt of  
25 participants from the Central Service Planning Area in addition to executing a transportation plan that  
26 meets the needs of the participants being referred in. Transportation plans must accommodate to a no  
27 walk up or walk out model.

28 h. Develop and execute a good neighbor policy that supports the surrounding area and  
29 community by being responsive to community concerns, providing education, and engaging  
30 stakeholders to ensure the good neighbor policy balances the needs of the surrounding community and  
31 the individualized needs of participants residing in the shelter. The Good Neighbor Policy shall include  
32 community feedback meetings led monthly by the provider for the first year of operation and then  
33 transitioned to a minimum of quarterly meetings, identified staff to respond to outreach concerns in the  
34 defined good neighbor zone, and an email address and phone number to be distributed to the community  
35 for questions and concerns about operations.

36 4. Execute all items within the County of Orange's Standards of Care for Emergency Shelters.  
37 The County's Standards of Care provide a comprehensive set of administrative, operational, facility



1 based standards designed to support the quality, and consistency of program operations, evidence based  
2 participant services, core organizational/administrative functions, and facility design/operations.

3 5. Keep and maintain the Facility and any and all improvements now or hereafter constructed  
4 and installed on the Facility in good order, condition and repair and in a safe and sanitary condition and  
5 in compliance with all applicable laws in all material respects including, but not limited to, the  
6 landscaping, hardscaping, plumbing systems, fluorescent ceiling-mounted electric light fixtures; bulbs  
7 for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab  
8 elements of the Facility and all furnishings and equipment thereon, if applicable, and improvements  
9 constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said  
10 Facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not  
11 limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste  
12 materials that might constitute a fire hazard or a public or private nuisance.

### 13 E. OPERATIONS OF YALE NAVIGATION CENTER

#### 14 1. Administrative Responsibilities

##### 15 a. Staffing and Program Oversight

16 1) Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a  
17 week) for the Yale Navigation Center. The plan should include staffing, volunteers, meals, security,  
18 janitorial and supportive services.

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

##### 23 b. File Maintenance and Documentation

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

26 2) Operator shall maintain all records required by the federal regulations specified in  
27 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under  
28 this CONTRACT.

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

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

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

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

36 d. Retention: Operator shall retain all records pertinent to expenditures incurred under this  
37 Contract for a period of five (5) years after the termination of all activities funded under this Contract, or



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

5 2. Site Management Responsibilities

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

9 //

10 //

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

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

17 3. Program Administration

18 a. Participation in the Homeless Management Information System (HMIS) is required for  
 19 the Yale Navigation Center. HMIS participation will support the Contractor in complying with HUD's  
 20 data collection, management, and reporting standards and used to collect client-level data and data on  
 21 the provision of housing and services to homeless.

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

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

26 b. Coordinated Entry System (CES) streamlines access and referral to services and  
 27 housing using standardized tools and practices ensuring that all people experiencing a housing crisis  
 28 have fair and equal access and prioritizes homeless assistance for those with the most severe needs. CES  
 29 is a requirement of this contract.

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

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

35 c. Case Management provided by the Contractor will assess the participants' needs at  
 36 program intake, develop Individual Service Plans (ISPs) to identify housing and health goals, and  
 37 navigate public and private systems to access critical resources (e.g., eligible benefits, medical homes,

1 and identification). Contractor will follow a Housing First approach that prioritizes permanent homes  
2 followed by access to voluntary supportive services such as medical and mental healthcare, substance  
3 use services, benefits assistance, and legal aid, which promote long-term stability.

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

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

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

14 e. Contractor will coordinate supportive and stabilizing services for the multi-service  
15 center that supports the complex needs of participants at the Yale Navigation center. These supportive  
16 services should include housing linkages, case management, medical and mental healthcare,  
17 employment training, benefits advocacy, and other services to help individuals experiencing  
18 homelessness secure and stably maintain their homes.

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

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

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

#### 29 4. Good Neighbor Policy

30 a. The Contractor must foster strong community engagement and implement a good  
31 neighbor policy that support the long-term success of the Yale Navigation Center. Contractor will have  
32 an associate director of Community Engagement to implement a four-phase, community-based process  
33 to assess needs and expectations:

34 1) Phase One: Engages key stakeholders (i.e., governments, service providers,  
35 neighborhood councils and leaders, faith groups, and first responders).

36 2) Phase Two: Contractor will conduct listening campaign to hear the community  
37 members' thoughts, look for common goals, and set realistic expectations.

1 3) Phase Three: Contractor will involve formal community meetings to present the  
2 project, facilitate a Question and Answer session.

3 4) Phase Four: Contractor will form a community forum and communications plan for  
4 ongoing engagement. The associate director will continue to engage with stakeholders, and attend  
5 community meetings.

6 b. As part of the implementation of the Good Neighbor Policy, the Contractor will:

7 1) Establish communication and coordination with Neighborhood, Businesses, City of  
8 Santa Ana and Public. This may include establishing webpage where all Yale Navigation Center related  
9 information and Frequency Asked Questions that provide answers to community concerns.

10 //

11 2) Establish communication and coordination with local police and fire departments  
12 to support the program implementations and operations of the Yale Navigation Center.

13 3) Establish a neighborhood patrol to monitor the surrounding area to control issues of  
14 loitering, encampments, unauthorized parking of participant vehicles in the neighborhood, abandoned  
15 property, and other blight.

16 a) Neighborhood patrols will be conducted daily for the first three months of  
17 operations and three times weekly thereafter.

18 b) Neighborhood patrols that identify issues related to Yale Navigation Center are  
19 to be addressed by the Contractor.

20 c) The surrounding area for the purposes of neighborhood patrols is defined as  
21 west of Fairview, north of Warner to Centennial Park, and east of Harbor and the Santa Ana riverbed.

22 d) Create a phone number and email for questions and concerns in the  
23 surrounding community.

24 4) Work with street outreach providers and law enforcement to engage individuals  
25 experiencing homelessness within the surrounding area to connect them to available emergency shelter  
26 beds and other supportive services.

27 5. Transportation Plan

28 a. The Contractor will provide transportation to and from the Yale Navigation Center  
29 from specified pick-up/drop-off points coordinated with the County. A minimum of three designated  
30 pick-up/ drop-off locations will be identified with ample geographic range for participants to effectively  
31 connect to transit hubs.

32 b. The policies for travel to and from the Yale Navigation Center will be designed to  
33 support participant needs and minimize potential impact on the adjacent residential neighborhood and  
34 businesses. The Contractor will provide weekly trips to DMV, government services, community-based  
35 programs, transit hubs, and other community resources. Pedestrian and bicycle access to and from the  
36 Yale Navigation Center will not be permitted.

37 c. The Contractor will establish and submit to the County policies and procedures for the

1 following transportation measures:

- 2 1) Transportation Flow On and Off Property
- 3 2) Bus and Shuttle Transportation Services
- 4 3) Personal Vehicle Transportation and Parking
- 5 4) Staff Transportation of Participants
- 6 5) Delivery of Shelter Goods and Community Donations

7 d. The Yale Navigation Center will only provide onsite parking to the Contractor staff,  
8 supportive services providers, volunteers and a limited number of participants. The Contractor establish  
9 a tracking mechanism for all vehicles parked onsite, which at minimum includes the license plate and

10 //

11 owner's name. Participants who wish to park their vehicles onsite will have to provide additional  
12 documentation related to vehicle registration, valid driver's license and insurance.

#### 13 F. PERFORMANCE MEASURES AND MONITORING

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

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

17 b. Exits to permanent housing: A minimum of 20% of all participants exit to a permanent  
18 housing destination upon shelter program exit.

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

22 2. The County shall monitor the performance of Contractor against the goals, outcomes,  
23 milestones and performance standards required herein including the Standards of Care. Substandard  
24 performance, as determined by County, will constitute non-compliance with this Contract for which  
25 County may immediately terminate the Contract. If action to correct such substandard performance is  
26 not taken by Operator within the time period specified by County, payment(s) will be denied in  
27 accordance with the provisions contained in the Contract.

28 County shall periodically evaluate Operator's progress in complying with the terms of this Contract.  
29 Operator shall cooperate fully during such monitoring. County shall report the findings of each  
30 monitoring to Operator.

#### 31 G. REPORTING REQUIREMENTS

32 1. Contractor is required to submit reporting on daily, weekly and monthly basis in a form  
33 acceptable to the County. Monthly reports will be due by the tenth (10) day of the following month of  
34 services rendered, unless otherwise approved by County. The reporting shall support the County in  
35 evaluating the Contractor's performance as it related to participant data, program linkages and units of  
36 services. Contractor will be required to utilize the Homeless Management Information System to  
37 comply with HUD's data collection, management, and reporting standards and used to collect client-

1 level data and data on the provision of housing and services to homeless individuals at the Yale  
 2 Navigation Center. Contractor must provide a minimum of one (1) performance report for the Yale  
 3 Navigation Center for a period no less than twelve (12) months as a condition of funding.

#### 4 5 **VI. STAFFING**

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

11 1. Designate the responsible position(s) in your organization for managing the funds allocated  
 12 to this program;  
 13 2. Maximize the use of the allocated funds;  
 14 3. Ensure timely and accurate reporting;  
 15 4. Maintain appropriate staffing levels;  
 16 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the  
 17 staff's position. All staff should complete training as detailed within the County of Orange Standards of  
 18 Care For Emergency Shelters.

19 6. Ensure staff are not on any formal or informal supervision;  
 20 7. Effectively communicate and monitor the program for its success;  
 21 8. Maintain communication between the CONTRACT key staff and Program Administrators;

22 and,

23 9. Act quickly to identify and solve problems.

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

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

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

31 E. One (1) or more staff will work with the participants to apply for available housing units. The  
 32 staff should work closely with any Housing Navigators working with the target population, and  
 33 collaborate with existing systems to ensure maximum utilization of services and reduce duplicative  
 34 efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as  
 35 developing housing leads, identifying landlords willing to work with the population, creating suitable  
 36 housing options from available stock, working with landlords to develop positive relationships, assisting  
 37 participants to be document ready for housing interviews, and assisting with transportation for housing

1 search purposes. Staff will meet with property managers, coach residents to be successful when meeting  
 2 with potential property managers, and prepare them for moving into a unit. Staff may also work to  
 3 develop shared housing options for participants. Staff will work in collaboration with the participants'  
 4 assigned case manager to ensure both parties are aware of one another's efforts and progress. Caseloads  
 5 should be limited to -thirty five (35) Clients per case manager at any given time.

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

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

<u>PROGRAM</u>	<u>FTEs</u>
Shelter Director	1.00
Associate Director- Clinical Supervisor	1.00
Associate Director- Community Engagement	1.00
Clinical Program Manager	1.00
Lead Clinical Case Manager	1.00
Lead Case Manager	1.00
Clinical Case Manager	8.00
Substance Abuse Counselor	2.00
Intake Specialist	2.00
Case Manager/Shelter Monitor	17.00
Operations Associate	1.00
Culinary Lead	1.00
Cook	6.00
Transportation Specialist	7.00
Quality Assurance Specialist	1.00
Volunteer Coordinator	1.00
Procurement Specialist	<u>.25</u>
<b>SUBTOTAL PROGRAM</b>	<b>52.25</b>
<b>TOTAL FTEs</b>	<b>52.25</b>

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

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

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1 EXHIBIT B  
2 TO THE CONTRACT FOR PROVISION OF  
3 YALE SHELTER OPERATOR SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 PATH (PEOPLE ASSISTING THE HOMELESS)  
8 NOVEMBER 17, 2020 THROUGH JUNE 30, 2023

9  
10 **I. LEASEHOLD TERMS**

11 A. DEFINITIONS (AMA 2.1 S)

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

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

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

19 3. Director: means the Director of the Health Care Agency, County of Orange, or designee, or  
20 upon written notice to CONTRACTOR, such other person or entity as may be designated by the County  
21 Executive Officer or Board of Supervisors.

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

25 5. Service Agreement: means that certain agreement between the Parties for the provision and  
26 operation of the Yale Navigation Center, to which this is Exhibit B.

27 B. PREMISES (AMA 3.1 N)

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

30 The Premises also includes exclusive use of driveways for vehicle ingress and egress, pedestrian  
31 walkways, parking lot and other facilities and common areas appurtenant to the Premises.

32 C. LIMITATION OF THE LEASEHOLD (AMA 5.1 S)

33 This Exhibit B and the rights and privileges granted CONTRACTOR in and to the Premises are subject  
34 to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this  
35 Exhibit B, Contract or in any document related hereto shall be construed to imply the conveyance to  
36 CONTRACTOR of rights in the Premises which exceed those owned by COUNTY, or any  
37 representation or warranty, either express or implied, relating to the nature or condition of the Premises

1 or COUNTY’s interest therein. CONTRACTOR acknowledges that CONTRACTOR has conducted a  
2 complete and adequate investigation of the Premises and that CONTRACTOR has accepted the  
3 Premises in its “as is” condition, though such is not a waiver of any of COUNTY’s obligations set forth  
4 herein obligations.

5 D. PARKING (N)

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

9 E. USE (N)

10 CONTRACTOR’s use of the Premises shall be exclusively for providing a year-round emergency  
11 shelter and navigation center services and general office purposes associated with the Shelter operations  
12 pursuant to the Service Agreement, and other ancillary uses as approved by the Director.

13 CONTRACTOR agrees not to use the Premises for any other purpose nor to engage in or permit any  
14 other activity within or from the Premises without the prior written approval of the Director.

15 CONTRACTOR further agrees not to conduct or permit to be conducted any public or private nuisance  
16 in, on, or from the Premises, not to commit or permit to be committed any waste within the Premises,  
17 and to comply with all governmental laws and regulations in connection with the Premises.

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

19 F. CONSTRUCTION AND/OR ALTERATION BY CONTRACTOR (AMD2.1 S)

20 1. COUNTY’s Consent. No structures, improvements, or facilities shall be constructed,  
21 erected, altered, or made within the Premises without prior written consent of the Director.  
22 Notwithstanding the foregoing, CONTRACTOR shall submit its initial space plan for Director’s  
23 approval prior to CONTRACTOR’s occupancy. Any conditions relating to the manner, method, design,  
24 and construction of said structures, improvements, or facilities fixed by the Director as a condition to  
25 granting such consent, shall be conditions hereof as though originally stated herein.

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

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

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

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

6 H. UTILITIES AND REFUSE REMOVAL (AM6.1 N)

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

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

10 CONTRACTOR, at CONTRACTOR's sole cost, agrees to maintain the interior/non-structural/above-  
11 slab elements of the Premises and all furnishings and equipment thereon, if applicable, and  
12 improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to  
13 keep said Premises in a neat, clean, orderly, safe, and sanitary condition, free of graffiti, to the  
14 satisfaction of Director, and in compliance with all applicable laws. Said maintenance includes, but is  
15 not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or  
16 waste materials that might constitute a fire hazard or a public or private nuisance.

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

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

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1 J. MAINTENANCE OBLIGATIONS OF COUNTY (N)

2 County shall repair and maintain the interior/exterior walls; ceilings; plumbing systems; heating and air-  
3 conditioning systems; windows; County-owned doors and locks; gas lines; and electric lines within the  
4 Premises.

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

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

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

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

28 M. HAZARDOUS MATERIALS (AMF 9.1 N)

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

34 2. Use of Hazardous Materials. CONTRACTOR or CONTRACTOR’s employees, agents,  
35 independent contractors or invitees (collectively “**CONTRACTOR Parties**”) shall not cause or permit  
36 any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the  
37 environment or disposed of on, under, from or about the Premises (which for purposes of this clause

1 shall include the subsurface soil and ground water). Notwithstanding the foregoing, CONTRACTOR  
2 may keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary,  
3 customary, and lawful cleaning and maintenance of and business operations on the Premises. Said  
4 permitted Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner  
5 provided by law.

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

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



1 N. Best Management PracticeS (AMF 9.2 N)

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

8 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant  
9 Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange,  
10 and to the Orange County Flood Control District and cities within Orange County, as co-permittees  
11 (hereinafter collectively referred to as "**COUNTY Parties**") which regulate the discharge of urban  
12 runoff from areas within the County of Orange, including the Premises leased under this Exhibit B. The  
13 COUNTY Parties have enacted water quality ordinances that prohibit conditions and activities that may  
14 result in polluted runoff being discharged into the Stormwater Drainage System.

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

26 Notwithstanding anything to the contrary, the use under this Exhibit B does not require BMP Fact  
27 Sheets.

28 O. SIGNS (AMG 2.2 S)

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

32 P. PERMITS AND LICENSES (AMG 3.2 S)

33 CONTRACTOR shall be required to obtain any and all approvals, permits and/or licenses which may be  
34 required in connection with the operation of the Premises as set out herein. No permit, approval, or  
35 consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit  
36 CONTRACTOR's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a

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1 Party to this Contract, be deemed approval as to compliance or conformance with applicable  
2 governmental codes, laws, rules, or regulations.

3 Q. UNLAWFUL USE (AMG 7.2 S)

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

8 R. INSPECTION (AMG 9.2 S)

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

11 S. GOVERNING LAW AND VENUE (9.16 S)

12 This agreement has been negotiated and executed in the State of California and shall be governed by and  
13 construed under the laws of the State of California. In the event of any legal action to enforce or  
14 interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located  
15 in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of  
16 such court, notwithstanding Code of Civil Procedure section 394.

17 T. TAXES AND ASSESSMENTS (AMG 11.2 S)

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

23 U. WAIVER OF RIGHTS (AMG 15.2 S)

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

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

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

- 33 a. The legal abandonment or vacating of the Premises by CONTRACTOR;
- 34 b. The failure by CONTRACTOR to make any payment of rent or any other sum payable
- 35 hereunder by CONTRACTOR, as and when due, where such failure shall continue for a period of six
- 36 (6) calendar days after written notice thereof from COUNTY to CONTRACTOR;

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1 c. The failure or inability by CONTRACTOR to observe or perform any of the provisions  
2 of this Contract to be observed or performed by CONTRACTOR, other than specified in (1) or (2)  
3 above, where such failure shall continue for a period of ten (10) calendar days after written notice  
4 thereof from COUNTY to CONTRACTOR; provided, however, that if the nature of such failure is such  
5 that it can be cured by CONTRACTOR, but that more than ten (10) calendar days are reasonably  
6 required for its cure (for any reason other than financial inability), then CONTRACTOR shall not be  
7 deemed to be in default if CONTRACTOR shall commence such cure within said ten (10) calendar  
8 days, and thereafter diligently prosecutes such cure to completion.

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

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

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

27 b. Continue this Contract in effect without terminating CONTRACTOR's right to  
28 possession, even though CONTRACTOR has breached this Contract and abandoned the Premises, and  
29 enforce all of COUNTY's rights and remedies under this Contract, at law or in equity, including the  
30 right to recover the rent as it becomes due under this Contract; provided, however, that COUNTY may  
31 at any time thereafter elect to terminate this Contract for such previous breach by notifying  
32 CONTRACTOR in writing that CONTRACTOR's right to possession of the Premises has been  
33 terminated.

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

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

11 5. All covenants and agreements to be performed by CONTRACTOR under any of the terms  
12 of this Contract shall be performed by CONTRACTOR at CONTRACTOR's sole cost and expenses and  
13 without any abatement of rent. If CONTRACTOR shall fail to pay any sum of money, other than rent  
14 required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed  
15 hereunder, then in addition to any other remedies provided herein, COUNTY may, but shall not be  
16 obligated to do so, and without waiving or releasing CONTRACTOR from any obligations of  
17 CONTRACTOR, make any such payment or perform any such act on CONTRACTOR's part to be  
18 made or performed as provided in this Contract. Any payment or performance of any act by COUNTY  
19 on CONTRACTOR's behalf shall not give rise to any responsibility of COUNTY to continue making  
20 the same or similar payments or performing the same or similar acts. All costs, expenses, and other  
21 sums incurred or paid by COUNTY in connection therewith, shall be deemed to be additional rent  
22 hereunder and shall be paid by CONTRACTOR with and at the same time as the next monthly  
23 installment of rent hereunder, and any default therein shall constitute a breach of the covenants and  
24 conditions of this Contract.

25 W. RESERVATIONS TO COUNTY (AMG 18.2 S)

26 Except as otherwise provided by this Exhibit B and Contract, the Premises, improvements, fixtures,  
27 and/or equipment within the Premises are accepted as is and where is by CONTRACTOR subject to any  
28 and all existing easements and Encumbrances. COUNTY reserves the right to, acting reasonably and so  
29 as not to unreasonably interfere with CONTRACTOR's use of the Premises, install, lay, construct,  
30 maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and  
31 connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and  
32 appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and  
33 along the Premises or any part thereof, and to enter the Premises for any and all such purposes with  
34 notice to CONTRACTOR. COUNTY also reserves the right to grant franchises, easements, rights of  
35 way, and permits in, over, upon, through, across, and along any and all portions of the Premises. No  
36 right reserved by COUNTY in this clause shall be so exercised as to interfere unreasonably with  
37 //

1 CONTRACTOR's operations hereunder or to impair the security of any secured creditor of  
2 CONTRACTOR.

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

8 X. HOLDING OVER (AMG 19.2 S)

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

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

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

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

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

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

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

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

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

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1 Upon giving written notice of termination to CONTRACTOR, COUNTY shall have the right to re-enter  
2 and take possession of the Premises on the date such termination becomes effective without further  
3 notice of any kind and without institution of summary or regular legal proceedings. Termination of the  
4 Contract and re-entry of the Premises by COUNTY shall in no way alter or diminish any obligation of  
5 CONTRACTOR under the lease terms and shall not constitute an acceptance or surrender.

6 CONTRACTOR waives any and all right of redemption under any existing or future law or statute in  
7 the event of eviction from or dispossession of the Premises for any lawful reason or in the event  
8 COUNTY re-enters and takes possession of the Premises in a lawful manner.

9 AC.PUBLIC RECORDS (AMG 25.2 S)

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

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

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

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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

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

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

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

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

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

## 1.2. Emergency Shelter Providers' Operations

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### 1.2.1. Admissions and Eligibility

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

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

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

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

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

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

#### Denial of Admission

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

Reasons for denial may include any of the following:

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



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

### 1.2.2. Intake and Orientation

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

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

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

### 1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

#### 1.2.4. Equal Access and Gender Identity

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

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

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

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

#### 1.2.5. Non-Discrimination

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

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

### 1.2.6. Reasonable Accommodations

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

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

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

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

### 1.2.7. Service Animals and Support Animals

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

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

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

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

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

### 1.2.8. Communication Accessibility

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

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

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

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

### 1.2.9. Participant Feedback

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

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

### 1.2.10. Incident Reporting

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

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

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

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

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

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

### 1.2.11. Grievances

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

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

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

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

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

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

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

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

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

### County Grievance Appeal Process

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



### Dispute Resolution Services

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

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

#### 1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

### 1.2.13. Hours of Operation and Curfew

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

### 1.2.14. Coordinated Entry System Integration

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

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

### 1.2.15. Food Services

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

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

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

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

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

### 1.2.16. Medication Storage

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

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

### 1.2.17. Storage and Personal Belongings

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

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

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

### 1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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

### 1.2.19. Communicable Diseases

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

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

## 2. Supportive Services

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### 2.1. Case Management Access

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

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

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

### 2.2. Assessments

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

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

### 2.3. Housing Plans

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

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

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

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

## 2.4. Housing Focused Services

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

## 2.5. Services, Referrals and Linkages

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

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

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

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

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

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

## 2.6. Transportation

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

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

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

## 3. Staff Training

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

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

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

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

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

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



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

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

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

## 4. Facility Standards

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### 4.1. Facility Standards for Emergency Shelter

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

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

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

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

#### **Water supply:**

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

#### **Thermal environment:**

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

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

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

#### Sanitary facilities:

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

#### Food preparation:

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

#### Fire safety:

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

#### Emergency:

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

## 4.2. ADA Facility Standards

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

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

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

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

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

### 4.3. Hygiene Products

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

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

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

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

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

#### 4.4. Hazardous Materials

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

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

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

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

## 5. Administration

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### 5.1. Policies and Procedures

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

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

### 5.2. Staffing

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

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

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

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

### 5.3. HMIS Participation and Documentation

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

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

### 5.4. Document Storage and Retention

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

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

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

### 5.5. Quality Assurance

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

### 5.6. Program Monitoring

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

### 5.7. Reporting

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

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

## 5.8. Waivers

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

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



## 6. Attachments

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



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

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



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

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

**Administrative Use Only**

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

**Attachment 2**

**Shelter Grievance Form**

**PROVIDER NAME**

**County of Orange, Office of Care Coordination**



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

- Email:
- Address:

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

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

**Identifying information**

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

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

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

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

**Grievance Information**

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

Type of Grievance. Please check all that apply:

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

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

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

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

**Shelter Grievance Form**  
**PROVIDER NAME**  
 County of Orange/Office of Care Coordination



<b>Grievance Description</b>	<p><b>Grievance Description</b>  <i>Briefly describe your grievance. Please include a description of what occurred, who was involved and additional information relevant to the grievance. (Please include additional sheets if needed.)</i></p>

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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



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

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

**STEP 1: Shelter Grievance Process**

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

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

**STEP 2: Shelter Appeal Process**

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

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

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

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

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

In order to begin this process please contact the County:

**By Telephone:**  
Grievance Specialist

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

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





**County of Orange**  
**Health Care Agency**  
**Office of Care Coordination Grievance Appeal Form**



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

<b>Additional Space</b>

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please submit a completed form by email or mail at the addresses below:**  
**Email:** [OCshelterfeedback@ochca.com](mailto:OCshelterfeedback@ochca.com)

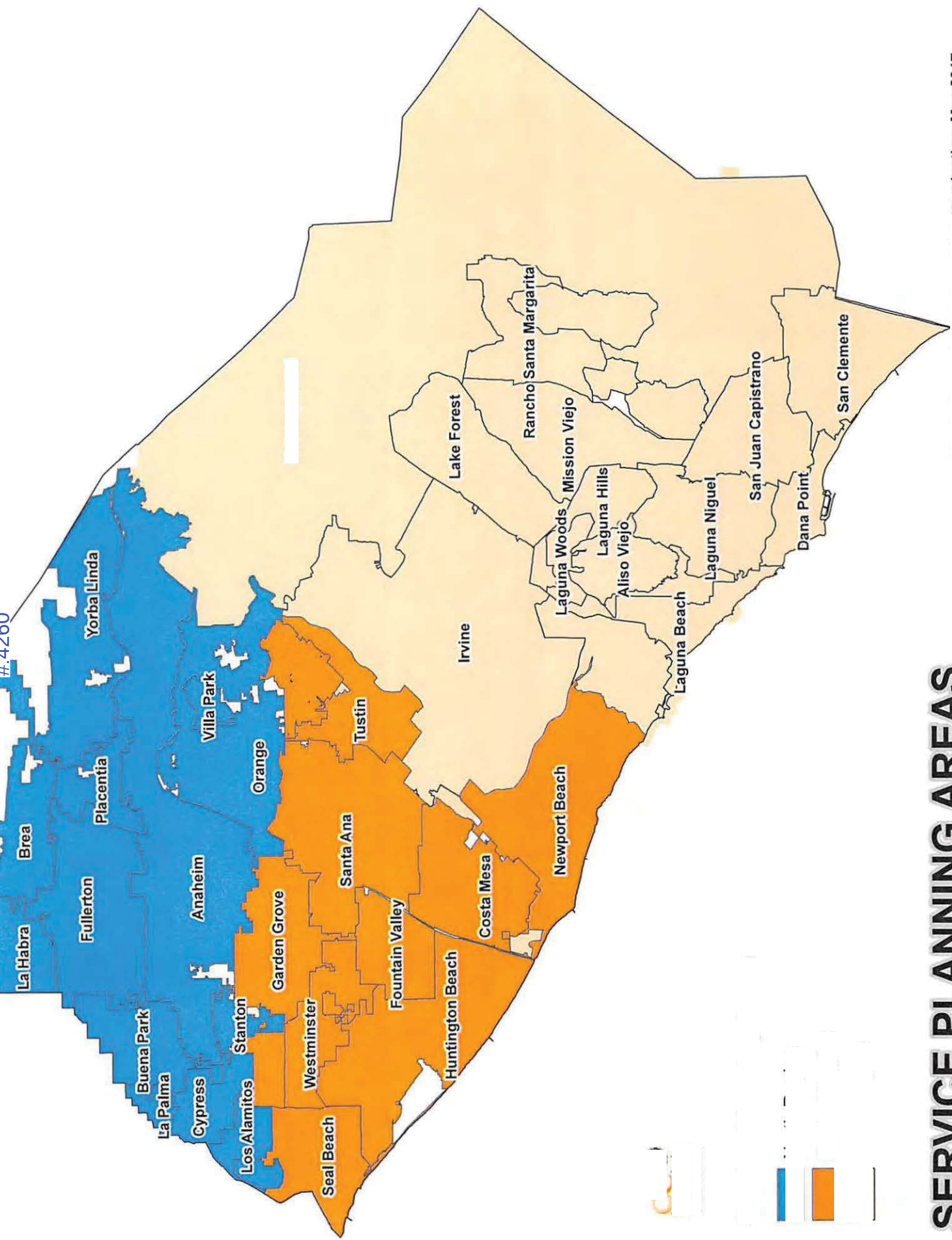
**Mailing Address:** Orange County Health Care Agency  
Office of Care Coordination  
405 W. 5<sup>th</sup> Street, Suite 658 Santa Ana, CA, 92701

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

# **ATTACHMENT**

# **B**

## **ATTACHMENT B**



# SERVICE PLANNING AREAS

1 EXHIBIT D  
2 TO THE CONTRACT FOR PROVISION OF  
3 YALE SHELTER OPERATOR SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 PATH (PEOPLE ASSISTING THE HOMELESS)  
8 NOVEMBER 17, 2020 THROUGH JUNE 30, 2023  
9 CERTIFICATION REGARDING ANTI-LOBBYING  
10 **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE**  
11 **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 undersigned,  
15 to any person for influencing or attempting to influence an officer or employee of an agency, a Member of  
16 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection  
17 with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal  
18 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,  
19 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 person for  
22 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an  
23 officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal  
24 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-  
25 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 award  
28 documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants,  
29 loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

1 The Contractor, PATH (People Assisting the Homeless) certifies or affirms the truthfulness and accuracy  
2 of each statement of its certification and disclosure, if any. In addition, the Contractor understands and  
3 agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and  
4 Statements, apply to this certification and disclosure, if any.

5  DocuSigned by:  
6 Jennifer Hark Dietz

7 Signature of Contractor's Authorized Official  
8 Jennifer Hark Dietz Executive Director

9 Name and Title of Contractor's Authorized Official  
10 10/16/2020

11 Date

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