



**CONTRACT NO. MA-042-21010752**

**FOR**

**CAPITAL IMPROVEMENT PROJECT FOR  
HOMELESS SERVICE PROGRAM**

**BETWEEN**

**THE COUNTY OF ORANGE  
HEALTH CARE AGENCY**

**AND**

**THE CITY OF COSTA MESA**

Contract No. MA-042-21010752  
FOR  
Capital Improvement Project for Homeless Service Program  
WITH  
The City of Costa Mesa

This Contract Number MA-042-21010752 ("Contract"), is made and entered into this 15<sup>th</sup> day of December, 2020 ("Effective Date") between the City of Costa Mesa ("Contractor"), with a place of business at 77 Fair Dr., Costa Mesa, CA 92626 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W. 5<sup>th</sup> St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

### **ATTACHMENTS**

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

Attachment A – Scope of Work/Pricing  
Attachment B – Compensation/Invoicing  
Exhibit A – Restrictive Covenant Agreement  
Exhibit B – Standards of Care

### **RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Capital Improvement Project for Homeless Service Program (Capital Improvement Project) under a firm fixed fee Contract; and

**WHEREAS**, County solicited Contract for Capital Improvement Project for as set forth herein, and Contractor represented that it is qualified to provide Capital Improvement Project to the County as further set forth here; and

**WHEREAS**, on November 17, 2020, County by and through Orange County Health Care Agency executed the State Standard Agreement 20-HHAP-00043, as amended, accepting the award of HHAP funds allocated to the Orange County Continuum of Care under the Homeless Housing Assistance and Prevention (HHAP) program; and

**WHEREAS**, the necessary expenditures incurred under the HHAP program are during the period that begins on July 1, 2020, and ends on June 30, 2023; and

**WHEREAS**, Contractor agrees to provide Capital Improvement Project to the County as further set forth in detail in the Scope of Work/Pricing, attached hereto as Attachment A; and

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

**WHEREAS**, County of Orange Board of Supervisors has authorized the County Procurement Officer or designee to enter into a Contract for Capital Improvement Project with the Contractor,

**NOW, THEREFORE**, the Parties mutually agree as follows:

### **DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

### **ARTICLES**

#### **General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
  
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
  
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
  
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
  
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be

deemed to be complete until all goods or services have actually been received and accepted in writing by County.

- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of HHAP eligible costs, damages, penalties and expenses related to or arising from such claim(s), including, HHAP eligible costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty (i) immediately for cause or (ii) after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined, but not limited to, the following: any material breach of the Contract, any misrepresentation

or fraud on the part of the Contractor, or lack of compliance with the schedule of capital improvements set forth in Attachment A. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

#### **Qualified Insurer**

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

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

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence



**Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

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

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

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

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

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

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

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

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

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

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



- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, HHAP eligible costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the

period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

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

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

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

- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent

of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those HHAP eligible costs has been issued.

### **Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Capital Improvement Project from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on December 15, 2020 through and including June 30, 2021. The Contract shall be in effect for the time periods specified, unless the Contract is earlier terminated in accordance with Paragraph "K" herein.
3. **Material Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, take any or all of the following actions:
  - a) Terminate the Contract immediately, pursuant to Section K herein. In the event the County exercises its right to terminate the Contract due to Contractor's lack of compliance with the schedule of capital improvements, as set forth in more detail in Attachment A, Contractor shall pay all funds provided to the Contractor under this Contract;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which

could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

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

8. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract Capital Improvement Project.
10. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

11. **Disputes – Contract:**

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

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

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

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

12. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.



3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. The Contractor has made false certification, or
  2. The Contractor violates the certification by failing to carry out the requirements as noted above.
13. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

14. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the



goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

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

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

For Contractor:      Name:            City of Costa Mesa  
                                  Attention:       Susan Price  
                                  Address:        77 Fair Dr.  
                                                     Costa Mesa, CA 92626  
                                  Telephone:     (714) 754-5099  
                                  E-mail:        Susan.Price@costamesa.gov

For County:            Name:            County of Orange HCA/Procurement and Contract  
                                                     Services  
                                  Attention:       Brittany Davis  
                                  Address:        405 W. 5<sup>th</sup> St. Suite 600  
                                                     Santa Ana, CA 92701  
                                  Telephone:     (714) 834-5326  
                                  E-mail:        Bdavis@ochca.com

CC:                      Name:            County of Orange HCA  
                                  Attention:       Jason Austin  
                                  Address:        405 W. 5<sup>th</sup> St.  
                                                     Santa Ana, CA 92701  
                                  Telephone:     (714) 834-5000  
                                  E-mail:        JAustin@ochca.com

19. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
20. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all

papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

21. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
22. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
23. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
  - a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
  - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
  - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
24. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
25. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
26. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are

subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

27. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
28. **Parking for Delivery Services:** County shall not provide free parking for delivery services.

(SIGNATURE PAGE FOLLOWS)

**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-21010752 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: The City of Costa Mesa**

Lori Ann Farrell Harrison

Print Name

City Manager

Title

DocuSigned by:

D5ACF1E515B84EB...  
Signature

11/16/2020

Date

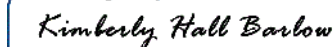
Kimberly Hall Barlow

Print Name

City Attorney

Title

DocuSigned by:

3731745332CE4A...  
Signature

11/16/2020

Date

---

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

Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent

Print Name

Title

Signature

Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Massoud Shame1

Print Name

Deputy County Counsel

Title

DocuSigned by:

79055CA571A94F8...  
Signature

11/16/2020

Date

## ATTACHMENT A

### SCOPE OF WORK/PRICING

#### I. COMMON TERMS AND DEFINITIONS

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

1. Participant or Individual means an individual, who is experiencing homelessness and is referred by COUNTY or enrolled in the CONTRACTOR's Site that undergoes capital improvements under this Contract.

2. CONTRACTOR's Site means the emergency shelter that will operate at 3175 Airway Avenue, Costa Mesa, CA 92626.

3. Capital Improvement Project for Homeless Service Programs (Capital Improvement Project) or "HHAP eligible costs" mean all capital improvements, including, but not limited to, those items listed in Paragraph II.A.2.c of this Attachment A, that CONTRACTOR actually incurs expenses for on or before June 30, 2021 and are eligible capital improvement HHAP eligible costs under the HHAP Block Grant Agreement between the County and the California Business, Consumer Services and Housing Agency, Agreement No. 20-HHAP-00043.

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

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

6. Data Collection System means software designed for collection, tracking and reporting outcomes data for participants enrolled in the Homeless Service Programs. This is often referenced as a Homeless Management Information System.

7. Engagement means the process by which a trusting relationship between worker and participant(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of participant(s) is the objective of a successful outreach.

8. HHAP means Homeless Housing, Assistance and Prevention funding. This is a block grant program by the State designed to support regional coordination and expand or develop local capacity to address immediate homelessness challenges in communities.

9. HMIS means Homeless Management Information System.

10. Intake means the initial meeting between a participant and CONTRACTOR's staff and includes an evaluation to determine if the participant meets program criteria and is willing to seek services.

11. Program Director means an individual who has complete responsibility for the day-to-day function of the CONTRACTOR's Site. The Program Director is the highest level of



decision-making at a local, program level.

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

11. SPA means Service Planning Area. Orange County is divided into three SPA – north, central and south.

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

## **II. PAYMENTS AND CAPITAL IMPROVEMENTS**

A. COUNTY shall provide up to Two Million, Five Hundred Twenty-Nine Thousand, One Hundred Twenty-six dollars (\$2,529,126) ("Funds") towards HHAP eligible costs. It is expressly agreed and understood that the total amount to be paid by the COUNTY under this CONTRACT shall not exceed the Funds. CONTRACTOR may bill for payment of \$1,500,000 upfront upon execution of the Contract. Thereafter, CONTRACTOR shall bill in arrears. All bills shall be for HHAP eligible costs incurred between July 1, 2020 through June 30, 2021 for actual costs.

1. CONTRACTOR shall bill for actual HHAP eligible costs for capital improvements in accordance with the following projects and their budget:

<b><u>Project</u></b>	<b><u>Budget</u></b>
Design	\$30,000
Utility Agency Fees	\$10,000
Furniture, Fixtures & Equipment (FF&E)	\$200,000
Utilities	\$400,000
Vertical Construction	\$859,126
Kitchen Build-out	\$385,000
Restrooms Build-out	\$115,000
Flooring and Finishes	\$200,000
Site Improvements	\$330,000
<b><u>Total</u></b>	<b><u>\$2,529,126</u></b>

2. The CONTRACTOR will be responsible for the capital improvements, as set forth herein, at the CONTRACTOR's Site.

a. The CONTRACTOR shall be responsible for acquiring and complying with all necessary land use approvals and permits, and licenses required for the acquisition, renovation, and/or operation of the Site including but not limited to those necessary to perform design, construction, or operation and maintenance of the Site. CONTRACTOR shall provide COUNTY copies of all the permits, and approvals upon request of by the ADMINISTRATOR.

b. For the purposes of this Contract, the capital improvements to be implemented at the Site include a commercial kitchen to incorporate community engagement and promote

vocation involvement for participants and proper industrial grade restrooms and shower facilities for participants. These renovations will support the CONTRACTOR in incorporating a trauma-informed design approach to the Site, through the following design elements:

- 1) Sleeping quarters with increased space to allow for physical distancing in compliance with COVID-19 guidance. A total of 72 bed spaces will be available, 69 individual bed spaces for men and women and three (3) isolation/quarantine beds to accommodate participants with special care needs.

- 2) Centralized intake space, office and classroom spaces for emergency shelter operator and community organizations that will be providing services and support onsite the emergency shelter.

- 3) Outdoor common areas for dining, socializing and engaging participants who are enrolled in the emergency shelter program.

c. In consultation with a licensed contractor, CONTRACTOR shall complete the following capital improvements project payments:

- 1) Design: This includes development of the architectural design of the homeless shelter to accommodate 72 beds.

- 2) Utility: This includes permit and utility agency fees needed for the site to be utilized.

- 3) Vertical Construction: This includes structural steel, framing, insulation, drywall, door installation, frames, plaster, security systems, and miscellaneous costs associated with construction.

- 4) Kitchen Build-out: This includes the purchase and installation of appliances, cabinets, shelving, and miscellaneous kitchen fixtures and installation costs.

- 5) Restroom Build-out: This includes the purchase and installation of partitions, restroom fixtures, signs, and miscellaneous restroom build-out costs.

- 6) Flooring and Finishes: This includes the purchase and installation of flooring and finished throughout the facility for habitation.

- 7) Site Improvements: This includes landscaping, trash enclosure, ramps, curbs, fencing, paving, and creation of designated pet areas for residents.

B. In the event CONTRACTOR erroneously invoice the COUNTY for a cost that is an ineligible cost under HHAP or for work, improvements, or other items that have not already been performed or occurred, CONTRACTOR shall immediately notify the COUNTY upon learning of such error, submit a corrected invoice to the COUNTY, and reimburse the COUNTY for all such payments.

C. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

F. ADMINISTRATOR may withhold or delay any payment pursuant to Paragraph 3 of the Contract main provisions if CONTRACTOR fails to comply with any provision of this Contract.

G. COUNTY shall not reimburse CONTRACTOR for any capital improvement costs incurred by CONTRACTOR beyond June 30, 2021, except as otherwise agreed upon by both Parties in writing.

H. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required within this Contract for Capital Improvement Project Services. Substandard performance, as determined by COUNTY, will constitute non-compliance with this Contract for which COUNTY may immediately terminate the Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to CONTRACTOR.

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

### **III. REPORTS**

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.

#### **B. FISCAL**

1. CONTRACTOR shall submit a monthly Expenditure Report to County. This Report will be on a form acceptable to, or provided by, County and will report actual HHAP eligible costs CONTRACTOR has incurred for CONTRACTOR's Site as described in the Services Paragraph II.A.2.c. of this Attachment A.

2. Upon the full exhaustion of the Funds or fourteen (14) calendar days after the expiration of the Contract, whichever comes first, CONTRACTOR shall a Final Report to County. This Final report will be on a form acceptable to, or provided by, County and will report HHAP eligible costs CONTRACTOR actually incurred on the capital improvement projects, as set forth in Paragraph II.A.2.c. of this Attachment A, at the CONTRACTOR's site.

C. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably required by County concerning CONTRACTOR's activities as they affect the duties and purposes contained in the Contract. County will provide CONTRACTOR with at least thirty

(30) calendar days' notice if such additional reports are required, and shall explain any procedures for reporting the required information.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports Paragraph of this Attachment A.

#### IV. SERVICES

##### A. SCOPE OF SERVICES AND RESTRICTIVE COVENANTS

1. The capital improvement projects, funded by the Funds and specified in Paragraph II.A.1 of this Attachment A, for the CONTRACTOR's Site will support the CONTRACTOR in developing an emergency shelter program, which shelter program is/will be located at 3175 Airway Avenue in the City of Costa Mesa, California, 92626 (Site) and comprise 12,385 square feet in an industrial building. The emergency shelter will feature a total of 72 beds, 69 beds for individuals experiencing homelessness and three beds available for quarantine/isolation. The emergency shelter will assist participants with wrap-around services, comprehensive case management and transportation to facilitate their rehousing plan. Through its operations, the emergency shelter will improve housing retention and assist participants in overcoming multiple barriers to self-sufficiency. The emergency shelter will prioritize intake referrals from the CONTRACTOR and will coordinate with outreach within the Central SPA, including COUNTY agencies and Contracted Providers. Additionally, the emergency shelter supported through this Contract will work in partnership with the Orange County CoC, participate in the CES process and support the regional collaboration in Orange County.

##### 2. Restricted Use of CONTRACTOR's Site

a. Except as otherwise agreed upon by the Parties, the CONTRACTOR shall control the management and operation plan for the CONTRACTOR's Site.

The CONTRACTOR shall operate the Site as a year-round emergency homeless shelter for a minimum of ten (10) years from the date of execution of the Contract and provide, at a minimum, those services as identified in Paragraph IV.A.3 of this Attachment A for the said duration, after which the Contractor may use the Site for any use, in its sole and absolute discretion.

b. For the purposes of this Contract, the CONTRACTOR's Site shall serve eligible participants. Eligible Participants and the target population are defined in Paragraph A.4 of this Attachment A.

c. The CONTRACTOR has agreed to execute, properly record, and comply with requirements of the Declaration of Restrictive Covenant by and between COUNTY and CONTRACTOR (Covenant), which is attached hereto as Exhibit A and is incorporated herein by reference. The CONTRACTOR is required to provide the COUNTY with the official conformed copy and proof of recordation of the Covenant, within 30 days of the execution of this Contract.

##### 3. Program and Services Summary

Upon completion of the capital improvements, as set forth in Paragraph II.A.2.c of this Attachment A, the CONTRACTOR is responsible for independently funding and operating the Site as year-round emergency homeless shelter on a 24 hours a day, 7 days a week, 365 days a year basis, providing 72 beds of emergency shelter for individuals experiencing homelessness in the Central Service Planning Area. The operations of the CONTRACTOR's site as a year-round emergency shelter will incorporate best and evidenced-based practices, including Housing First, trauma-informed care and harm reduction.

a. The CONTRACTOR shall:

1) Execute shelter services that provide stability and safety for participants and staff, co-located community service providers to facilitate connections to supportive services, benefits, health care, and behavioral health services.

2) Provide an engagement rich environment to provide eligible participants, a pathway to service connections, health care, housing and stability per the industry standards. The Parties mutually agree that any available beds or services provided at the Site will be limited to individuals in Orange County.

3) Provide case management to support mutually developed and individualized service/housing plans to facilitate exits to permanent housing and/or an appropriate housing resources.

4) Develop and execute a referral network plan that accounts for the organized receipt of participants in addition to facilitating access to and from the program to meets the needs of the participants being referred in.

5) Provide other services as reasonably necessary to comply with the HHAP funding requirements.

6) Work in partnership with COUNTY to be a "Good Neighbor." In being a good neighbor, the CONTRACTOR shall inform the public about the positive aspects of the shelter program, be responsive to community concerns, and work closely with CONTRACTOR and local government agencies to minimize the impact of the shelter program on the surrounding neighborhood.

7) Implement the said Standard of Care attached hereto as Exhibit B in operating their shelters to the extent applicable. The County's Standards of Care provides a comprehensive set of administrative, operational, facility based standards designed to support the quality, and consistency of program operations, evidence based participant services, core organizational/administrative functions, and facility design/operations.

8) Serve the target population for the proposed site that will receive Capital Funding through this Contract are adults experiencing homelessness as defined by the U.S. Department of Housing and Urban Development (HUD) criteria for defining homelessness, in Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution, as including the following categories.

a) **Category 1: Literally Homeless:**

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

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

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

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

b) **Category 4: Fleeing/Attempting to flee Domestic Violence**

Any individual who:



- (1) Is fleeing, or is attempting to flee, domestic violence
- (2) Has no other residence; and
- (3) Lacks the resources or support networks to obtain other permanent

housing.

c) Additionally, to meeting the homelessness definition as described above, individuals seeking to access the emergency shelter should be from the Central SPA.

9) Submit reporting on a quarterly basis in a form acceptable to the COUNTY. Quarterly reports will be due by the tenth (10) day of each quarter, e.g. January 1, April 1, July 1, and October 1. The reporting shall support the COUNTY in reporting to the State and evaluating the CONTRACTOR'S performance as it related to participant data, program linkages and units of services.

10) Utilize the HMIS to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to individuals experiencing homelessness. CONTRACTOR must provide a minimum of one (1) performance report for the homeless shelter for a period no less than twelve (12) months as a condition of funding.

11) Prepare all applicable files and perform all administrative management tasks, as indicated in the Standards of Care, as follows

a) Maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

b) Records providing a full description of each activity undertaken;

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

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

12) Submit annual independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the CONTRACTOR.

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

14) Provide effective project and administrative management of the Contract, including the budget, recording, and reporting portions. CONTRACTOR shall identify Project Manager that has the capacity to oversee the capital improvement project to completion and the operationalization of the Property into an emergency shelter program. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

- a) Designate the responsible position(s) in your organization for managing



the funds allocated to this program;

- b) Maximize the use of the allocated funds;
- c) Ensure timely and accurate reporting;
- d) Maintain appropriate staffing levels;
- e) Ensure staff are not on any formal or informal supervision by a Probation or Parole officer;
- f) Effectively communicate and monitor the program for its success;
- g) Maintain communication between the Contract key staff and Program Administrators; and,
- h) Act quickly to identify and solve problems.

15) Meet the following performance objectives as a requirement of this contract.

a. Show acquisition/site control for the property by no later than December 15, 2020.

b. Show construction start on project by no later than January 1, 2021.

c. Complete constructions on project by no later than May 30, 2021.

d. Begin emergency shelter operations by no later than July 1, 2021.

16) Operate the emergency shelter site to support the needs of individuals experiencing homelessness and serve as a key component of the Orange County System of Care. As such, the CONTRACTOR shall operate the emergency shelter program to meet the following performance measures:

a. Maintain an average occupancy of 90% or above.

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

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

17) Provide effective project administrative management of the Contract, including the budget, recording, and reporting portions. CONTRACTOR shall identify a Project manager that has the capacity to oversee the capital improvement project to completion and the operationalization of the Site into an emergency shelter program. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

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

b. Maximize the use of the allocated funds;

c. Ensure timely and accurate reporting;

d. Maintain appropriate staffing levels;

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

f. Effectively communicate and monitor the program for its success;

- g. Maintain communication between the CONTRACT key staff and Program Administrators; and,
- h. Act quickly to identify and solve problems.
- i. Staff shall ensure that all program sites are well maintained, hazard free, and food is supplied.

**No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.**

## **ATTACHMENT B**

### **COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$2,529,126 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

**See Attachment A**

3. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
4. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
5. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA)
- g. Agency/Department's Account Number, if applicable
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

Orange County Health Care Agency

CslInvoices@ochca.com

6. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

**EXHIBIT A TO ATTACHMENT A**  
**Restrictive Covenant Agreement**

Declaration of Restrictive Covenant

RECORDED AT REQUEST OF,

AND RETURN TO:

County of Orange/OC Health Care Agency

Office of Care Coordination

405 W. 5<sup>th</sup> St. Suite 600

Santa Ana, CA 92701

Attention: Program Manager

EXEMPT RECORDING REQUEST

PER GOVT CODE 27383

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*(Space above this line for Recorder's use only.)*

**DECLARATION OF**  
**RESTRICTIVE COVENANT**

(Emergency Homeless Shelter)

(The City of Costa Mesa)

This Declaration of Restrictive Covenant ("Covenant") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City of Costa Mesa, a municipal corporation of the state of California ("Owner") and the County of Orange, a political subdivision of the state of California, ("County"), with reference to the following facts:

**RECITALS**

A. On or about November 17, 2020, County by and through Orange County Health Care Agency executed the State Standard Agreement 20-HHAP-00043, as amended, ("State Agreement") accepting the award of certain funds allocated to the Orange County Continuum of Care ("OC CoC") under the California State Homeless Housing, Assistance and Prevention ("HHAP") Program.

B. Under the HHAP Program, HHAP funds may be used to for the acquisition and capital improvement of real property, provided the real property is used to provide services to homeless individuals.

C. Owner is that the legal owner of that certain real property located at 3175 Airway Avenue in the City of Costa Mesa ("Property"), within the geographic area of the Orange County, California. The legal description of the Property is attached hereto as Exhibit A and is incorporated by reference herein.

D. Owner and County have entered into a Contract for Capital Improvement Project for Homeless Service Programs ("Contract") that establishes the terms and conditions of the Owner's receipt of HHAP funds in the total amount of \$2,529,126 ("Funds") and sets forth the Owner's obligations and responsibilities in return for receipt of the Funds. The Contract is attached hereto as Exhibit B and incorporated herein by this reference.

E. Under the Contract, Owner will use the Funds to make certain HHAP eligible capital improvements to the Property in accordance with the terms and conditions of the Contract in exchange for maintaining and operating the Property for ten (10) years as a 24/7 year round emergency homeless shelter with a minimum of 72 beds to serve the homeless population in Orange County in accordance with the services set forth in detail in Section IV.A.3 of Attachment A of the Contract.

F. Owner now desires to record this Covenant over the Property within 30 days of contract execution, which will subject the Property to certain restrictions on use as consistent with Section IV.A.3 of Attachment A of the Contract and as more particularly set forth below.

NOW, THEREFORE, the County and Owner hereby declare that the following express covenants are to be taken and construed as running with the Property and, except as set forth below, shall pass to and be binding upon Owner and its successors, assigns, heirs, grantees or lessees to the Property or any part thereof from the date of recordation of this Covenant and shall continue for ten (10) years from the execution of the Contract. Each and every contract, deed, lease or other instrument covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to covenants and restrictions regardless of whether such covenants and restrictions are set forth in such contract, deed, lease or other instruments.

1. Purpose and Effect of Covenant.

(a) The purpose of this Covenant is to restrict the use of the Property as set forth in Paragraph 2 below.

(b) Upon recordation of this Covenant, use of the Property shall be restricted as set forth in Paragraph 2 below.

2. Restrictions Affecting the Property.

The Owner hereby agrees to the below restrictions for ten (10) years from the execution of the Contract, as follows:

Upon completion of the capital improvements the Owner is responsible for independently funding and operating the Owner's Site as year-round emergency homeless shelter on a 24 hours a day, 7 days a week, 365 days a year basis, providing 72 beds of emergency shelter for individuals experiencing homelessness. The operations of the Owner's Site as a year-round emergency shelter will incorporate best and evidenced-based practices, including Housing First, trauma-informed care and harm reduction.

a. The Owner shall:

1) Execute shelter services that provide stability and safety for participants and staff, co-located community service providers to facilitate connections to supportive services, benefits, health care, and behavioral health services.

2) Provide an engagement rich environment to provide eligible participants, a pathway to service connections, health care, housing and stability per the industry standards. The Parties mutually agree that any available beds or services provided at the Site will be limited to individuals in Orange County.

3) Provide case management to support mutually developed and individualized service/housing plans to facilitate exits to permanent housing and/or an appropriate housing resources.



4) Develop and execute a referral network plan that accounts for the organized receipt of participants in addition to facilitating access to and from the program to meets the needs of the participants being referred in.

5) Provide other services as reasonably necessary to comply with the HHAP funding requirements.

6) Work in partnership with COUNTY to be a “Good Neighbor.” In being a good neighbor, the Owner shall inform the public about the positive aspects of the shelter program, be responsive to community concerns, and work closely with Owner and local government agencies to minimize the impact of the shelter program on the surrounding neighborhood.

7) Implement the said Standard of Care attached hereto as Exhibit B in operating their shelters to the extent applicable. The County’s Standards of Care provides a comprehensive set of administrative, operational, facility based standards designed to support the quality, and consistency of program operations, evidence based participant services, core organizational/administrative functions, and facility design/operations.

8) Serve the target population for the proposed site that will receive Capital Funding through this Contract are adults experiencing homelessness as defined by the U.S. Department of Housing and Urban Development (HUD) criteria for defining homelessness, in Categories 1 and 4, per the Final Rule on “Defining Homeless” (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution, as including the following categories.

a) **Category 1: Literally Homeless:**

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

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

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

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

b) **Category 4: Fleeing/Attempting to flee Domestic Violence**

Any individual who:

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

(2) Has no other residence; and

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

c) Additionally, to meeting the homelessness definition as described above, individuals seeking to access the emergency shelter should be from the Central SPA.

9) Submit reporting on a quarterly basis in a form acceptable to the COUNTY. Quarterly reports will be due by the tenth (10) day of each quarter, e.g. January 1, April 1, July 1, and October 1. The reporting shall support the COUNTY in reporting to the State and evaluating the CONTRACTOR'S performance as it related to participant data, program linkages and units of services.

10) Utilize the HMIS to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to individuals experiencing homelessness. Owner must provide a minimum of one (1) performance report for the homeless shelter for a period no less than twelve (12) months as a condition of funding.

11) Prepare all applicable files and perform all administrative management tasks, as indicated in the Standards of Care, as follows

a) Maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

b) Records providing a full description of each activity undertaken;

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

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

12) Submit annual independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Owner.

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

14) Provide effective project and administrative management of the Contract, including the budget, recording, and reporting portions. Owner shall identify Project Manager that has the capacity to oversee the capital improvement project to completion and the operationalization of the Property into an emergency shelter program. If administrative responsibilities are delegated to subcontractors, the Owner must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

a) Designate the responsible position(s) in your organization for managing the funds allocated to this program;

b) Maximize the use of the allocated funds;

c) Ensure timely and accurate reporting;

d) Maintain appropriate staffing levels;

- e) Ensure staff are not on any formal or informal supervision by a Probation or Parole officer;
- f) Effectively communicate and monitor the program for its success;
- g) Maintain communication between the Contract key staff and Program Administrators; and,
- h) Act quickly to identify and solve problems.

15) Meet the following performance objectives as a requirement of this contract.

- a. Show acquisition/site control for the property by no later than December 15, 2020.
- b. Show construction start on project by no later than January 1, 2021.
- c. Complete constructions on project by no later than May 30, 2021.
- d. Begin emergency shelter operations by no later than July 1, 2021.

16) Operate the emergency shelter site to support the needs of individuals experiencing homelessness and serve as a key component of the Orange County System of Care. As such, the Owner shall operate the emergency shelter program to meet the following performance measures:

- a. Maintain an average occupancy of 90% or above.
- b. Exits to permanent housing: A minimum of 20% of all participants exit to a permanent housing destination upon emergency shelter program exit.
- c. Services: A minimum of 75% of all participants will engage in the development of service/housing plans to include housing, medical, behavioral health, benefits, and/or employment services.

17) Provide effective project administrative management of the Contract, including the budget, recording, and reporting portions. Owner shall identify a Project manager that has the capacity to oversee the capital improvement project to completion and the operationalization of the Site into an emergency shelter program. If administrative responsibilities are delegated to subcontractors, the Owner must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

- a. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
- b. Maximize the use of the allocated funds;
- c. Ensure timely and accurate reporting;
- d. Maintain appropriate staffing levels;
- e. Ensure staff are not on any formal or informal supervision;
- f. Effectively communicate and monitor the program for its success;
- g. Maintain communication between the CONTRACT key staff and Program

Administrators; and,

- h. Act quickly to identify and solve problems.
- i. Staff shall ensure that all program sites are well maintained, hazard free, and food is supplied.

3. Restrictions Run with the Property. Owner intends that the provisions set forth in Paragraph 2 above are covenants which shall run with the land and be binding upon Owner, its heirs, successors and assigns, including lessees or other users of the Property (collectively, "Users"). Should it be determined that the restrictions contained in Paragraph 2 are not covenants which run with the land, Owner intends that these provisions are equitable servitudes which run with the land and are binding upon all Users. Owner also intends that the provisions set forth in Paragraph 2 may be enforced by Owner against Users even if Owner does not own property which is benefited by these provisions. Should any portion of Paragraph 2 be held to be unenforceable, all of the other portions shall remain binding and enforceable. Should any portion of Paragraph 2 be held to not run with the land, all of the other portions shall continue to run with the land.

4. Irrevocability of Covenant. This Covenant may not be revoked, or materially modified or amended, by Owner during the term hereof without the prior written consent of County.

5. Maintenance; Compliance with Law. Owner agrees to maintain all interior and exterior improvements, including landscaping, of the Property in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with any management and operations plan in full compliance with the HHAP Program and requirements (including without limitation any landscaping and signage), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner acknowledges the great emphasis the County places on quality and to provide quality services to eligible participants to ensure compliance with the HHAP Program and requirements. In addition, Owner shall keep the Property free from all graffiti and any accumulation of debris or waste material. Owner shall promptly make all repairs and replacements necessary to keep the Property in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials. Herein, Owner shall have all other rights of ownership appurtenant to the Property and the right to exercise same.

6. Term of the Covenant. This Covenant shall automatically terminate on the date which is Ten (10) years from the date of the execution of the Contract, if not earlier terminated by mutual consent of Owner and County.

7. Default. Among others, each of the following occurring during the term of this Covenant shall constitute an "Event of Default" by Owner:

- (a) Failure to operate and maintain the Property as a year-round emergency homeless shelter pursuant to requirements of Paragraph 2, above, the HHAP Program and any other applicable state and federal laws and regulations;
- (b) Owner's unauthorized sale or transfer of the Property;

- (c) Failure to operate and maintain the Property as set forth in Paragraph 5, above; or
- (d) Any fraudulent act or omission by the Owner pertaining to or made in connection with the receipt and use of the Funds under the Contract or ongoing operation and maintenance of the Property as a year-round emergency homeless shelter during the term of the Covenant.

8. Remedies. Upon the occurrence of any Event of Default, or any other violation of other provisions of this Covenant by Owner, County may seek any and all remedy available to it at law or equity, including, but not limited to, specific performance, and in addition the following remedies:

Remedy Schedule for Repayment of Funds	
Number of years Operated	Repayment Percentage
1	90% of Capital Funds
2	80% of Capital Funds
3	70% of Capital Funds
4	60% of Capital Funds
5	50% of Capital Funds
6	40% of Capital Funds
7	30% of Capital Funds
8	20% of Capital Funds
9	10% of Capital Funds
10	0% of Capital Funds

No right, power, or remedy given to the County by the terms of this Covenant or Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

9. Notice. Notices or other communications which may be required or provided under the terms of this Covenant shall be given as follows:

County  
OC Health Care Agency  
Office of Care Coordination  
405 W. 5<sup>th</sup> St. 6<sup>th</sup> Floor  
Santa Ana, CA 92701

Owner  
The City of Costa Mesa  
77 Fair Dr.  
Costa Mesa, CA 92626  
Attention: City Manager



IN WITNESS WHEREOF, the Owner and County have executed this Covenant the day and year first above written.

“Owner”

**The City of Costa Mesa**

a municipal corporation of the state of California

By:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me \_\_\_\_\_  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

APPROVED AS TO FORM

COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

By: \_\_\_\_\_

Deputy

Dated: \_\_\_\_\_

COUNTY OF ORANGE

A political subdivision of the State of California

By \_\_\_\_\_

Clayton Chau, M.D., PhD, Director,

OC Health Care Agency

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me \_\_\_\_\_  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT B TO ATTACHMENT A**  
**Standards of Care**

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County of Orange  
Standards of Care  
for Emergency Shelter Providers

## Table of Contents

1.1.	Standards of Care for Emergency Shelter Providers .....	4
1.2.	Emergency Shelter Providers' Operations .....	5
1.2.1.	Admissions and Eligibility .....	5
1.2.2.	Intake and Orientation .....	6
1.2.3.	Participant's Rights and Responsibilities .....	6
1.2.4.	Equal Access and Gender Identity .....	7
1.2.5.	Non-Discrimination .....	7
1.2.6.	Reasonable Accommodations .....	8
1.2.7.	Service Animals and Support Animals .....	8
1.2.8.	Communication Accessibility .....	9
1.2.9.	Participant Feedback .....	9
1.2.10.	Incident Reporting .....	9
1.2.11.	Grievances .....	10
1.2.12.	Program Exits .....	12
1.2.13.	Hours of Operation and Curfew .....	13
1.2.14.	Coordinated Entry System Integration .....	13
1.2.15.	Food Services .....	13
1.2.16.	Medication Storage .....	14
1.2.17.	Storage and Personal Belongings .....	14
1.2.18.	Safety and Emergency Preparedness .....	14
1.2.19.	Communicable Diseases .....	15
2.	Supportive Services .....	15
2.1.	Case Management Access .....	15
2.2.	Assessments .....	15
2.3.	Housing Plans .....	15
2.4.	Housing Focused Services .....	16
2.5.	Services, Referrals and Linkages .....	16
2.6.	Transportation .....	17
3.	Staff Training .....	17
4.	Facility Standards .....	18
4.1.	Facility Standards for Emergency Shelter .....	18
4.2.	ADA Facility Standards .....	19

4.3.	Hygiene Products .....	20
4.4.	Hazardous Materials .....	21
5.	Administration .....	21
5.1.	Policies and Procedures .....	21
5.2.	Staffing .....	21
5.3.	HMIS Participation and Documentation .....	22
5.4.	Document Storage and Retention .....	22
5.5.	Quality Assurance .....	22
5.6.	Program Monitoring .....	22
5.7.	Reporting .....	22
5.8.	Waivers .....	23
6.	Attachments .....	24

## 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> <b>(Required):</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, please explain circumstances:</i> <hr/> <hr/>						
<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> <i>Name:</i> _____ <i>Title:</i> _____						
<b>Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.)</b> <hr/> <hr/>										
<b>Type of Incident (incidents occurring on premises) – Check all that apply: *Requires additional and immediate telephone notification to County</b> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 15%;"> <input type="checkbox"/> <i>Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</i> </td> <td style="vertical-align: top; width: 15%;"> <i>Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):</i>  <input type="checkbox"/> Client-to-Client  <input type="checkbox"/> Staff / Provider-to-Client </td> <td style="vertical-align: top; width: 15%;"> <i>Reportable Abuse (Including Allegations):</i>  <input type="checkbox"/> APS Contacted  <input type="checkbox"/> CPS Contacted </td> <td style="vertical-align: top; width: 15%;"> <b>Violence:</b>  <input type="checkbox"/> Destruction of Property  <input type="checkbox"/> Physical Altercation Involving Another Client  <input type="checkbox"/> Physical Altercation Involving Staff  <input type="checkbox"/> Acts or Threats of Violence </td> <td style="vertical-align: top; width: 15%;"> <b>Evacuation:</b>  <input type="checkbox"/> Planned Evacuation  <input type="checkbox"/> * Facility-Related / Evacuation (i.e. water or electricity outages, etc.)  <input type="checkbox"/> * Weather-Related Evacuation (flood, wildfire, etc.) </td> <td style="vertical-align: top; width: 15%;"> <b>Death:</b>  <input type="checkbox"/> * Death on premises  <input type="checkbox"/> Death reported past discharge </td> </tr> </table>					<input type="checkbox"/> <i>Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</i>	<i>Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):</i> <input type="checkbox"/> Client-to-Client <input type="checkbox"/> Staff / Provider-to-Client	<i>Reportable Abuse (Including Allegations):</i> <input type="checkbox"/> APS Contacted <input type="checkbox"/> CPS Contacted	<b>Violence:</b> <input type="checkbox"/> Destruction of Property <input type="checkbox"/> Physical Altercation Involving Another Client <input type="checkbox"/> Physical Altercation Involving Staff <input type="checkbox"/> Acts or Threats of Violence	<b>Evacuation:</b> <input type="checkbox"/> Planned Evacuation <input type="checkbox"/> * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) <input type="checkbox"/> * Weather-Related Evacuation (flood, wildfire, etc.)	<b>Death:</b> <input type="checkbox"/> * Death on premises <input type="checkbox"/> Death reported past discharge
<input type="checkbox"/> <i>Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</i>	<i>Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):</i> <input type="checkbox"/> Client-to-Client <input type="checkbox"/> Staff / Provider-to-Client	<i>Reportable Abuse (Including Allegations):</i> <input type="checkbox"/> APS Contacted <input type="checkbox"/> CPS Contacted	<b>Violence:</b> <input type="checkbox"/> Destruction of Property <input type="checkbox"/> Physical Altercation Involving Another Client <input type="checkbox"/> Physical Altercation Involving Staff <input type="checkbox"/> Acts or Threats of Violence	<b>Evacuation:</b> <input type="checkbox"/> Planned Evacuation <input type="checkbox"/> * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) <input type="checkbox"/> * Weather-Related Evacuation (flood, wildfire, etc.)	<b>Death:</b> <input type="checkbox"/> * Death on premises <input type="checkbox"/> Death reported past discharge					
<b>Description of Incident (facts, timelines, outcome) – List any necessary notifications made:</b> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>										
<b>Did debriefing occur with shelter staff involved in the incident?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Brief description:</b> <hr/> <hr/> <hr/>										

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? ☐ Yes ☐ 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?

☐ Yes ☐ No

If yes, please write additional Internal Log #'s involving this Participant below:

Incident Reviewed By:

Date:

Additional Notifications Needed:

☐ Department Head

☐ CEO's Office

☐ Other: \_\_\_\_\_

Outcome determined. ☐ Incident logged, no action required ☐ 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.)

## County of Orange/Office of Care Coordination

[illegible]

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

<b><u>Administrative Use Only</u></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

## Attachment 4

# County of Orange

## Health Care Agency

# Office of Care Coordination Grievance Appeal Form



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

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

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

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

Full Name (First and Last Name): \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Name of the Shelter Operator or Shelter Program:

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

Comments (if needed): \_\_\_\_\_

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

Comments (if needed):

### Appeal Description

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

[illegible]

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



**Desired Outcome**

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

**Additional Space**

**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

**Administrative Use Only**

**Internal Log #** \_\_\_\_\_

**Name of staff reviewing appeal:** \_\_\_\_\_ **Staff position:** \_\_\_\_\_

**Date staff received form:** \_\_\_\_\_

**Actions:**

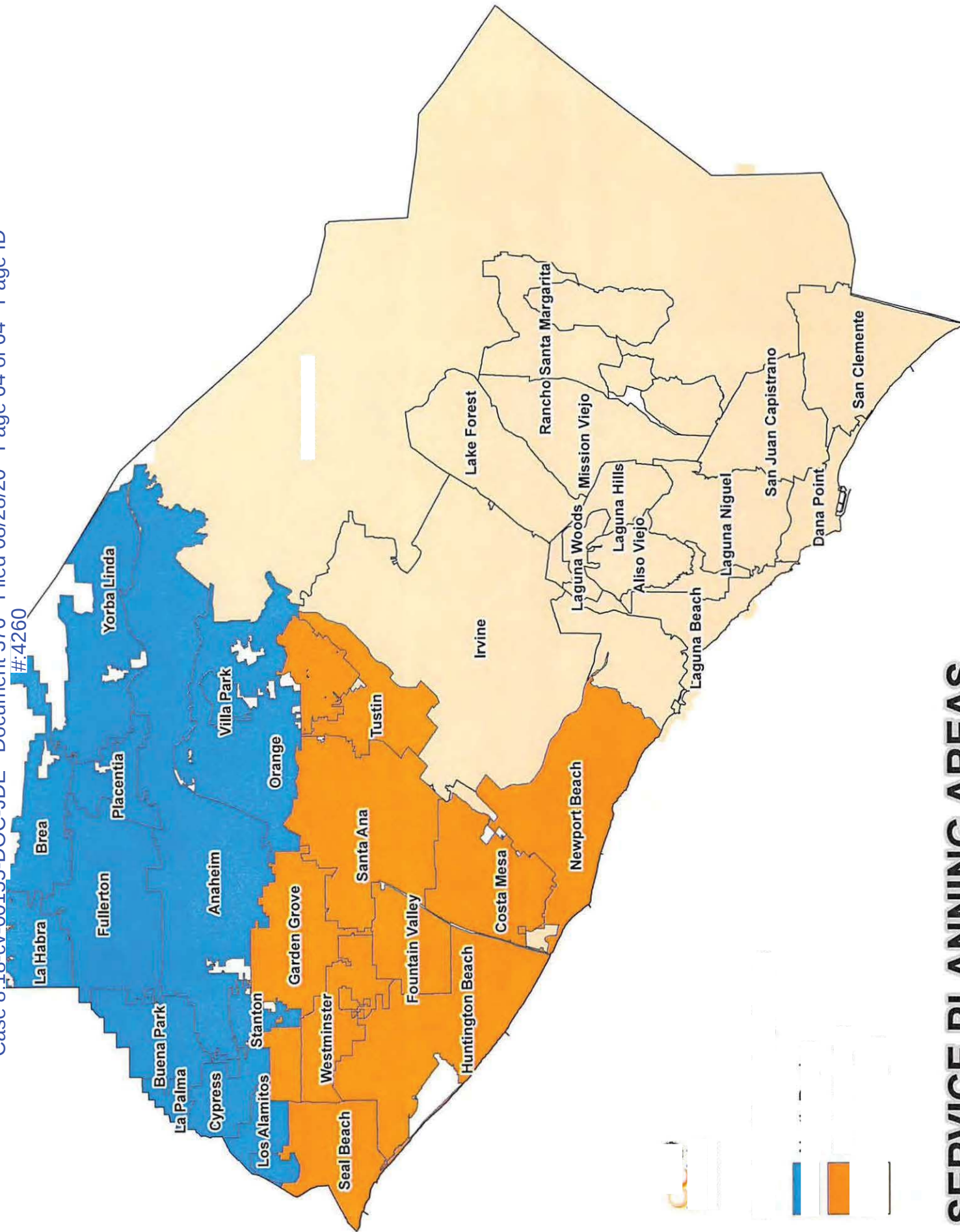
- ☐ Referred participant back to shelter provider. Reason: \_\_\_\_\_
- ☐ Grievance appeal review. Due date: \_\_\_\_\_



# ATTACHMENT

# B

**ATTACHMENT B**



# SERVICE PLANNING AREAS