



**SECOND AMENDMENT
TO CONTRACT #16-22-0037-PS**

**BETWEEN THE
COUNTY OF ORANGE**

AND

MERCY HOUSE LIVING CENTERS, INC.

FOR

PUBLIC SERVICES

YEAR ROUND EMERGENCY SHELTER/ MULTI-SERVICE CENTER PROGRAM

This AMENDMENT to Contract #16-22-0037-PS, hereinafter referred to as "Second Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and Mercy House Living Centers, Inc., DUNS #87-979-7165, a non-profit corporation, in the State of California with a place of business at P.O. Box 1905, Santa Ana, CA 92702, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS:

WHEREAS, COUNTY and SUBRECIPIENT entered into Contract Number 16-22-0037-PS (hereinafter referred to as "Original Contract"), for the provision of Public Services activities commencing December 14, 2016 and terminating June 30, 2018 in the amount of \$2,775,000.00; and

WHEREAS, on May 4, 2017, COUNTY and SUBRECIPIENT executed the First Amendment to Contract #16-22-0037-PS, by replacing Attachment A with A-1 and Attachment E with E-1;

WHEREAS, SUBRECIPIENT is performing satisfactory as required by the CONTRACT; and

WHEREAS, the PARTIES now desire to add a new Paragraph 41. "Publicity, Literature, Advertisements, and Social Media" and replace Attachment A-1 with Attachment A-2; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree as follows:

ARTICLES:

1. Add new language to the Original Contract to read as follows:

“41. Publicity, Literature, Advertisements, and Social Media

A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY’s name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY’s prior written consent is expressly prohibited.

B. CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:


1. ADMINISTRATOR provides its written approval of the content and publication of the information at least 30 days prior to CONTRACTOR publishing the information, unless a difference timeframe for approval is agreed upon by the ADMINISTRATOR;
2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTY, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and,
4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.”

2. Attachment A-1 – Scope of Services shall be replaced in its entirety with Attachment A-2 below.
3. Except as otherwise expressly set forth herein, all terms and conditions contained in the ORIGINAL CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates with their respective signatures:

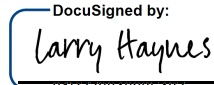
***MERCY HOUSE LIVING CENTERS, INC.**

By:  _____
DocuSigned by: 5F61B5E16F60493...

Name: Patti Long
(Print)

Title: Associate Director

Dated: 2/1/2018

By:  _____
DocuSigned by: 31D77984093F487...

Name: Larry Haynes
(Print)

Title: Executive Director

Dated: 2/1/2018

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California



By:  _____
DocuSigned by: 5E2FBD06989F43C...
Dylan Wright, Director
OC Community Resources

Dated: 2/7/2018

APPROVED AS TO FORM
COUNTY COUNSEL

By:  _____
DocuSigned by: D3A808D76D08425...
DEPUTY COUNTY COUNSEL

Dated: 2/1/2018

PHASE I- SCOPE OF SERVICES



1. Scope of Services Summary

A. Activities

OPERATOR shall perform all services set forth in the program description and will be responsible for administering program funded with federal, state and local funds, described as follows, in a manner satisfactory to the COUNTY and consistent with any required funding standards.

The OPERATOR will work with the County team to facilitate the successful rehabilitation of the facility located at 1000 N. Kraemer Place, Anaheim for a year round emergency shelter and multi-service center ("FACILITY"). During Phase I of the rehabilitation of the facility, the OPERATOR will operate and provide year round emergency shelter for 100 homeless individuals 365 days a year accessible to shelter residents 24/7. In addition, the OPERATOR with a range of on-site programs and services. During Phase I there will be no Multi-Service Center as it will still be under construction

The OPERATOR of the Year Round Emergency Shelter will be responsible to maintain and operate the FACILITY per the terms and conditions in the funding agreement(s) and lease with the County. The OPERATOR will be required to, at a minimum, comply with the Phase I Year Round Emergency Shelter Management, Operations, and Public Safety Plan (MOPSP). In the event of any inconsistencies between the scope of services and the MOPSP, the scope of services will prevail. All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

The selected OPERATOR of the Year Round Emergency Shelter will be expected to:

1. Enter into a yearly operational and funding agreement with the County to operate and provide services associated with the Phase I Year Round Emergency Shelter in compliance with the Year Round Emergency Shelter Management, Operations and Public Safety Plan.
2. Enter into a Temporary License during Phase I of construction of the FACILITY.

3. Enter into a long-term lease agreement with the County for the Year Round Emergency Shelter and Multi-Service Center. The lease shall be for twenty (20) years with two (2) additional ten (10) year renewals based upon performance.

The lease commencement date is contingent upon the completion of the rehabilitation of the FACILITY and receipt of Certificate of Occupancy.

4. Leverage County funds with other private funding/resources for operations (leverage may also include rehabilitation that can be constructed on an in-kind basis by OPERATOR and/or other community partners. In-kind resources may include, but not be limited to the following: Architectural & Engineering Design, Construction, materials and furniture, fixtures, and equipment). Leverage may also include any funds the Applicant may be able to secure for the rehabilitation of the FACILITY.
5. The OPERATOR will work with County's designated Project Manager and design team to develop concept drawings and space use plans which will be used to develop plans and specifications incorporating all required design standards.

B. Program Description

The Year Round Emergency Shelter Program (PROGRAM) is an emergency shelter operation that is designed to provide unsheltered homeless individuals in Orange County with safe shelter, supportive services, health services, housing support services, and access to support to move individuals out of homelessness and into permanent housing opportunities. The overall purpose of the PROGRAM is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency.

The OPERATOR will be responsible for the day to day operation of the FACILITY on an ongoing basis and will be required to comply with the Phase I Year Round Emergency Shelter MOPSP.

The OPERATOR shall perform all services set forth in the program description and will be responsible for administering the program funded with federal, State, or local funds in a manner satisfactory to the COUNTY and consistent with all funding requirements. All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

Access to bed availability will be handled through a reservation system. No walk-ins for the PROGRAM or services will be permitted.

C. Eligible Participants/Population Served

For the purposes of the PROGRAM, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters., as further defined in 24 CFR Parts 91 and 576, for reference only.

D. Use of Funds

Funds will be used to support PROGRAM operations and coordination of support services for homeless clients within Orange County utilizing the County owned Facility at 1000 N. Kraemer Place, Anaheim (FACILITY) for a Year Round Emergency Shelter for 100 residents by providing shelter, and a range of on-site programs and services 365 days/year, 7 days/week.

E. Reporting

OPERATOR is required to submit monthly reports in a form acceptable to COUNTY by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. These reports shall include, but are not limited to, client data and units of services. OPERATOR will also be required to enter the data in the COUNTY designated database system, Homeless Management Information System (HMIS) prior to approval of monthly invoices.

OPERATOR will collaborate with COUNTY and 211-Orange County on Coordinated Entry system. Participation in the Coordinated Entry System is a requirement of this contract.

OPERATOR must enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of Care's HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and close-out reports. OPERATOR must input the collected data no more than seven (7) calendar days after date of program entry. Services rendered to clients must be entered into HMIS within seven (7) calendars days from date of service. All clients who exit from Program must have updated status in HMIS with seven (7) calendar days of the actual exit date

2. Description of Program

The OPERATOR will be part of the County team to facilitate the successful rehabilitation and conversion of the FACILITY located at 1000 N. Kraemer Place, Anaheim for a year round emergency shelter and multi-service center. During Phase I, upon receipt of a Temporary Certificate of Occupancy and the Temporary License is executed, the OPERATOR will operate a year round emergency shelter for 100 residents providing shelter 365 days a year accessible to the shelter residents 24/7 until all construction to

the FACILITY has been completed and the 20-year lease is executed. In addition, Phase II will include a multi-service center available to homeless clients with a range of on-site programs and services provided by community partners.

Access to bed availability will be handled through a reservation system. No walk-ins for the PROGRAM or services will be permitted.

3. Description of Services

The OPERATOR will be responsible for the day to day operation of the FACILITY on an ongoing basis and will be required to comply with the Phase I Year Round Emergency Shelter Management, Operations, and Public Safety Plan. This will include operating, maintaining, staffing, and coordinating the resources of the Program. In addition, the OPERATOR will provide a clean, safe, and well maintained environment which includes, food, transportation and supportive services for the homeless population. Those accessing the Shelter will include homeless single men and women.

All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

Construction/Rehabilitation of Year Round Emergency Shelter/Multi-Service Center

OPERATOR will work with the County's Project Manager and design team to develop plans/specifications incorporating all required design standards which conforms to all applicable local, state and federal public building code requirements in accordance with the Management, Operations, and Public Safety Plan.

Repairs, Maintenance, Additions and Reconstruction –Year Round Emergency Shelter/Multi-Service Center

During Phase I, COUNTY will provide, at its sole cost, all utilities to the FACILITY, trash pick-up and removal, and all maintenance and repairs.

Upon completion of construction, OPERATOR will provide, at its sole cost, all utilities and maintenance and repairs to the FACILITY in accordance with the 20-year Lease.

Throughout the terms of the Temporary License and 20-year Lease and contract, OPERATOR, at OPERATOR's sole cost and expense will be required to keep and maintain the FACILITY and any and all improvements in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects in accordance with the Temporary License and 20-year Lease and MOPSP.

4. Operation of Year Round Emergency Shelter

A. Administrative Management Tasks

OPERATOR will:

- a. Develop and submit a Staff Responsibility Matrix including any volunteer monitoring, if applicable and staff coordination.
2. Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for the Program. The plan should include staffing, volunteers, meals, security, janitorial, support services
3. Develop and submit program policies for operation and maintenance of shelter.
4. To the extent possible, recruit agencies, Social Services programs and volunteers to assist with program services. Efforts shall be coordinated with the Housing and Community Development/Homeless Prevention Program Manager.
5. Be “on-call” 24/7 to the COUNTY Program Manager and related staff for emergencies.
6. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.
7. Review all billings and assure payments of sub-OPERATORS.
8. Track program costs.
9. Provide training to vendors, security personnel, community groups and volunteers, as needed and appropriate.
10. Schedule site management and security coverage for a 24/7 operational schedule.
11. Complete report on activities, unduplicated individuals served, bed nights and costs of operation, as requested by County.
12. Coordinate with HCD/HP, other County agencies and community-based organizations, as necessary and appropriate.

B. Phase I Site Management Tasks

OPERATOR will:

Attachment A-2

1. Provide supervision of the homeless clients including intake, registration, access to shelter services and amenities including sleeping areas, laundry, and the scheduling of meals, showers, and other personal services as needed.
2. To the extent possible, provide services to the homeless clients, such as: personal care needs and referral service, etc.
3. Take appropriate action for medical/mental health emergencies.
4. Provide trained security personnel for the safety of clients and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc.
5. Provide janitorial services or staff to clean all areas of the facility in accordance with the license agreement including all areas utilized by clients, shelter, and office space and keep a schedule for regular facility maintenance and cleaning. Cleaning includes sweeping the floor, stacking towels and blankets for laundry pick-up, cleaning and disinfecting the kitchen and restrooms, picking up litter on the sidewalks and in the parking lots and securing all program equipment in locked storage bins provided for this purpose.
6. Complete a log of activities for each night, including number of clients served, referrals made, and incidents reported by security and Site Managers with copies of the activity log and incident reports submitted to COUNTY. Total number of volunteers assisting the staff should be noted.

C. Program Administration/ Responsibilities

1. Year Round Emergency Shelter

OPERATOR will:

- a. Maintain and operate the Year Round Emergency Shelter program designed to provide access to safe shelter, basic needs, and access to support to move individuals out of homelessness and into permanent housing opportunities. The PROGRAM will provide clients access to a range of programs and supportive service. Clients will be admitted with minimal requirements.

Coordinate access to PROGRAM through a reservation system. No walk-ins for the PROGRAM or services will be permitted. The

Attachment A-2

PROGRAM will accommodate overnight sleeping for 100 individuals per evening. Access to the PROGRAM is provided 24 hours a day, seven days/week, 365 days a year.

The Shelter OPERATOR will provide on-site staff to track daily bed inventory and communicate daily bed vacancies with service providers through the Coordinated Entry System. A percentage (5%-10%) of beds will be held each night, with a portion specifically for host city, to prioritize referrals from local police and/or for emergency or special situations.

The OPERATOR is responsible for the purchase of supplies, furnishings, fixtures and equipment as needed including but not be limited to kitchen equipment, beds/cots, tables, chairs, desks, office equipment, cleaning supplies, bedding, mats, blankets, soap, shampoo, disposable razors, feminine hygiene supplies, toilet paper, toothpaste, paper towels and heavy duty plastic trash bags and other related support items necessary to provide emergency shelter to the homeless.

It is the OPERATOR's responsibility to validate the inventory by May 15 of each year with the County.

2. Screen for sex offender and active felony warrant status before admission (screening will take place prior to the arrival at the FACILITY as part of the bed reservation system), as detailed in the "Admission Criteria and Procedures."
3. Operate the Shelter with no set minimum length of stay. Maximum stay will be consistent with County ordinance of 180 consecutive days or as otherwise waived by the County. Each client will have an Employment and Housing Navigator supporting their progress toward Housing Stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time a client may be exited from the shelter for safety or continual shelter violations as outlined in the "Exit and Readmission Policies". The goal for length of stay should be 30 days or less. If a client exceeds 30 days intensified housing location and exit plan strategies will be implemented.
4. Maintain a report to account for clients with lengths of stay exceeding 30 days and reasons why with accountability to Advisory Boards.
5. Provide sleeping Areas/Beds to consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay.

Attachment A-2

Space will be divided to allow for separate sleeping areas for both men and women.

6. Provide Meals-breakfast, lunch, dinner and snacks for all clients in a central dining area.
7. Hygiene Facilities-Hygiene facilities on-site including toilets, showers provided by the COUNTY and provisions for laundry. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by the OPERATOR to clients as needed.
8. Provide Laundry/Towels for use at each location/site. Showers, clean towels and the laundering of the towels shall be part of the services provided to the homeless. The OPERATOR will coordinate laundry service for the towels and blankets used at the FACILITY in accordance with the provisions made by the OPERATOR. It is the OPERATOR's responsibility to work with a vendor to make arrangements to provide laundry services and/or delivery of towels and blankets. OPERATOR shall bear the cost of providing laundry services and delivery.
9. Provide Telephone-the OPERATOR will be authorized to install temporary phone lines at their own expense for emergency shelter operations. If OPERATOR determines cellular phones can be used in place of landline phones, the OPERATOR shall bear the cost of providing the cellular phones.
10. Provide Transportation-No walk-ups will receive shelter Center access. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-ups are outlined in the "Transportation Policies" in accordance with the Phase I MOPSP. Locations will be selected by the host city/police department and/or in collaboration with neighboring police departments. OPERATOR will not drop-off/pick-up other than at agreed upon locations.
11. Provide Safety and Security- the OPERATOR will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. In accordance with the Phase I MOPSP, the security plan will include a multi-faceted approach involving screening for sex offenders and felons with open warrants, secured entrances, security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security alarms,

cameras and lighting.

12. Provide Storage-All clients will have access to personal storage space and small storage locker for personal valuables. Additionally, a refrigerated storage area will be available to clients with medication needs.
13. Provide Daytime Program Activities-As a 24-hour Year Round Emergency Shelter Program, the Shelter OPERATOR will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:
 - Access to day-time service providers
 - Life skills classes and workshops;
 - Indoor and outdoor recreational activities

D. Employment and Housing Navigator Services

OPERATOR will assign an Employment and Housing Navigator to each client upon entering the shelter to assist the client access permanent housing opportunities, with the goal of ending their homelessness within a 30-day timeframe. The Employment and Housing Navigator will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system and provide resources and support to the client during their stay.

Together the Employment and Housing Navigator and the client will complete a Housing Plan to assist in securing permanent housing. Client's progress towards actions outlined in the Housing Plan will be documented in weekly meeting provide referrals to services as necessary.

The OPERATOR will provide the COUNTY with an Employment and Housing Navigation Services Policy in accordance with the Phase I MOPSP and will include policies and procedures for documentation of Employment and Housing Navigation Services, Data Security, confidentiality, client privacy and consent, tracking client progress and participation, resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program.

The OPERATOR will use HMIS as its primary database in compliance with the Orange County HMIS data standards and established policies and procedures.

- E. Coordinated Entry System Integration-** the Shelter PROGRAM will serve as a designated "Entry Point" of the Coordinated Entry System. The OPERATOR will include in its staffing plan designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT assessments.

Employment and Housing Navigators will also assist PROGRAM clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module.

- F. Goals and Outcomes-**The goals and outcomes for the PROGRAM will adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development’s HEARTH Act as well as the County of Orange.

Indicators for measuring effective system performance should include the following key considerations:

1. Reduction in First Time Homeless
2. Overall Reduction in Number of Persons Who Experience Homelessness
3. Reduction in the Length of Time Homeless
4. Successful Resolution of Housing/Homeless Crisis
5. Reduction in Recidivism (subsequent return to homelessness)

- G. Admission and Criteria and Procedures –**

OPERATOR will develop and provide to the County detailed Admission Criteria Procedures in accordance with the Phase I MOPSP and includes policies and procedures for the following:

1. Client Rules and Guidelines
2. Identification Requirements
3. Screening Requirements
4. Bed Reservation System
5. New Clients
6. Day Leave and Returning Clients
7. Hours of Operation and Schedule
8. The PROGRAM is open 24 hours, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather.

- H. Overflow Management and Policies**

It is anticipated that in the early stages of operation for the PROGRAM need and demand will outweigh the capacity of the 100 bed shelter. OPERATOR will develop and provide to the COUNTY a plan that include Overflow Management Policies designed to prevent and minimize overflow and capacity issues for the shelter and a Coordinated Service Delivery Plan for shelter diversion and redirection strategies in accordance with the Phase I MOPSP and includes homeless diversion and coordination with transitional and bridge housing providers and other shelter

programs.

I. Exit and Readmission Policy and Procedure

OPERATOR will provide to the COUNTY Exit and Readmission Policies in accordance with the Phase I MOPSP.

H. Daytime Program Policies

Clients may, but are not required to, leave the FACILITY during the day. The OPERATOR will encourage all clients to stay on-site make use of on-site services provided to them during the daytime. Clients will be encouraged to become active participants of the Program.

Two morning shuttle times will be available to clients who desire to leave the FACILITY for work or personal appointments, one at 6:00AM and one at 10:00AM.

If not utilizing the morning transportation services, clients are encouraged to stay at the FACILITY. Clients will have access to daytime services through partner organizations and will be able to meet with their assigned Employment and Housing Navigator on a weekly basis. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the FACILITY's recreational areas and designated outdoor spaces.

I. Multi-Service Center Program

During Phase I, there will be no Multi-Service Center. All clients of the PROGRAM will have access to and will be encouraged to participate in services provided on-site through partner agencies.

During Phase I, on-site services will be limited to clients of the PROGRAM.

The Year Round Emergency Shelter should include at a minimum the following baseline services

- Intake/Assessment/Case Management/Housing Navigation
- Crisis Evaluation – Mental Health
- On Site Centralized Intake
- Domestic Violence Services
- Beds on Site
- Transportation Services and Assistance
- Security
- Meals/Food
- Parking

- Homeless Prevention/Diversion Assistance
- Drug and Alcohol Treatment Referrals
- Commissary/Dining Hall
- 211 (off site)
- Employment/Job placement referrals
- Laundry
- Storage (on/off site)
- Resource Information and Referral services (on/off site)

K. Good Neighbor Policy - Community Coordination and Communication

1. Communication and Coordination with Neighborhood, Businesses and Public

The OPERATOR is responsible for communication with neighbors on an ongoing basis. Prior to commencement of any services at the Year Round Emergency Shelter Program, the OPERATOR will facilitate a number of Community Forums, as needed. The OPERATOR will provide information to the public including operational design plans, estimated date to begin and complete construction efforts on the project and when services will begin.

The OPERATOR will establish a public inquiry phone number and post contact information. For community stakeholders to call for information or questions about the site or program.

The OPERATOR will create and maintain a program website that will include important information for community stakeholders and clients. The website will include a "Frequently Asked Questions" section provide answers to community concerns. Additionally, the website will include a digital copy of the OPERATOR's full "Good Neighbor Policy" and "Management and Operational Plan" to be made accessible to the public.

The OPERATOR will have program information on-site and disseminate these resources to the community.

The OPERATOR will establish media guidelines and ensure that the public is regularly updated on the progress and successes of the shelter program through various local media outlets.

2. Communication and Coordination with Local Police and Fire Departments

The OPERATOR will communicate and work collaboratively with local police and fire departments through all stages of program implementation.

The OPERATOR will provide an array of services and support that will be beneficial to local police and fire departments. These services include, but will not be limited, to:

- Security Officers stationed both on-site and at bus/shuttle locations;
- Designated beds reserved each night for law enforcement referrals (including percentage set-aside for the host city);
- Operator Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight;
- Training opportunities on mental illness, homeless sensitivity or other topics of interest to supplement existing department trainings;
- Direct referral access to the Coordinated Entry system to assist local law enforcement officers connect homeless individuals with housing opportunities;
- Statistical reports on number of clients served, length of stay and/or demographic information.

Additionally, the Operator will meet on an on-going and as needed basis with local law enforcement from the host city and surrounding police departments. Law enforcement will have the ability to bring forward operator non-performance directly to the County.

3. Communication and Coordination with City, County, and Service Providers

Operation of the Year Round Emergency Shelter Program will be for the public good and to move the homeless Continuum of Care system, as a whole, forward. As such successful implementation of the Year Round Emergency Shelter Program will require the partnership of various stakeholders including the City, County and other Service Providers.

Additionally, the OPERATOR will be responsive to and provide support to the County Board of Supervisors and the City Council Members as needed.

4. Policies for Community Involvement

OPERATOR will participate in city and county-wide community events. To the extent reasonable and feasible representatives of the Shelter Operator will attend meetings of the local Neighborhood Association(s) and local Chamber of Commerce(s) when invited, and communicate with neighborhood and business participants.

5. Policies for Neighborhood Patrol

The OPERATOR will organize, lead, and convene a Neighborhood Patrol daily to monitor a 1/2-mile perimeter around the shelter. The role of this patrol group is to site to collect litter, promote cleanliness, engage with neighbors, and enhance safety and cleanliness of the immediate vicinity.

Additionally, they will prevent and control issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the weekly patrols. The following actions will be completed by the Neighborhood Patrol:

- All litter and trash items will be removed from the area and properly disposed of;
- Clients found loitering will be issued a warning. Violations of this rule may cause a client to be exited from the facility;
- Unauthorized parking of client vehicles in the neighborhood are subject to towing;
- Shelter Operator will contact city designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property;
- Shelter Operator will follow city codes for removing personal property found in surrounding area.
- Shelter Operator will work with law enforcement to have staff conduct outreach and engagement activities to homeless in surrounding community such as parks, river bottoms, etc.

L. **Community Advisory Board**

The OPERATOR, in consultation with the Director of OCCR, will establish and maintain a Community Advisory Board to provide review of the operations of the Year Round Emergency Shelter Program, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of the Year Round Emergency Shelter Program.

1. Board Composition

The Community Advisory Board will represent different stakeholders and interests. The composition of this board will include:

- One (1) representative appointed by the Orange County Board of Supervisors
- Thirteen (13) representatives appointed by the local City Councils of the North County Service Planning Area (SPA). Appointments shall represent each of the currently existing cities in the SPA.
- One (1) representative appointed by the local Chief of Police
- One (1) representative appointed by the local Neighborhood Association
- One (1) representative appointed from the local business association or Chamber of Commerce
- One (1) representative appointed by the local school district
- One (1) representative appointed by the Commission to End Homelessness

The operator may establish other ad hoc committee meetings with the approval of OCCR. The operator, in consultation with the Director of OCCR, are responsible for ensuring that mechanisms exist to receive public input and feedback on the operation of the facility and any impacts it is having on the surrounding community.

Ad Hoc Committees may be established in coordination with OC Community Resources to support the goals of the CAB

2. Meeting Schedule

The Community Advisory Board will meet bi-annually.

Ad Hoc meetings will be held as necessary—a way for any member to agendize issue or rules to be able to call a special meeting.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of the Year Round Emergency Shelter Program, the Community Advisory Board is also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that the Community Advisory Board finds concerns over the Shelter Operator's implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

- Once a grievance has been filed, Shelter Operator and Advisory Board will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled Advisory Board meeting;
- At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved;
- If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan;
- If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the County for investigation and possible termination of the Shelter Operator Contract. Only the County shall have the ability to terminate or otherwise enforce the Shelter Operator Contract. The County shall have a plan for operation of the shelter if the shelter operator is terminated by the County, including failure to enforce plan components such as Good Neighbor Policy, bed reservation requirements, no walk-up policy, etc.

Additionally, law enforcement will have the ability to bring forward operator non-performance directly to the County.

M. Safety Policies

The OPERATOR will make provisions and submit a plan for the following in accordance with the Phase I MOPSP

1. Facility Maintenance
2. Fire and Earthquake Safety
3. Evacuation Plan for Ambulatory and Non-Ambulatory Residents
4. Fire Prevention Procedures
5. Fire Drills and Documentation

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

6. Fire Inspections and Extinguishers

The most recent annual fire inspection will be posted in a designated area of the Year Round Emergency Shelter Program facility and will be included in the Shelter Management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per city and county requirements. A certificate of the last most recent OC fire inspection will be posted in a visible designated area.

7. Earthquake Safety

N. Security Plan

The OPERATOR will establish policies and procedures in accordance with the Phase I MOPSP that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

The OPERATOR will include the following in the Security Plan

1. Eligibility Screening

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property. The Shelter Operation will work cooperatively with the local police department and will utilize <http://ws.ocsd.org/ArrestWarrants> to screen clients for open warrants.

2. Secured Entrances

3. On-site Security Personnel

The Shelter Operator will provide a sufficient number of trained security guards to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

4. Security Alarms and Cameras

5. Security Lighting

6. Loitering Policy

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. The Shelter Operator's Good Neighbor Policy will include regular checks of surrounding area to prevent and control loitering issues.

7. De-escalating Conflicts

8. Entrance and Exit Procedures

9. Policy regarding storage of client's possessions

10. Policy pertaining to authorized/unauthorized search of clients' property by staff

11. Policy on Possession of Weapons On-Site

12. Procedure for Contacting Police

O. Health Policies

The OPERATOR will maintain hygienic, sanitary environments for the well-being of clients, volunteers and staff. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

The OPERATOR will develop Health Policies and Procedures in accordance with the MOPSP and will include the following:

1. Housekeeping Policy
2. Service Animal Policies
3. Possession and Use of Controlled Substances
4. Policy for Drug Possession
5. Security, Use and Access of Prescription Medications
6. Client Use of Over-The-Counter Medications
7. Client Access to Emergency and Medical Care
8. First Aid Equipment, Supplies and Procedures
9. Policies & Procedures for Disease Prevention

P. Food Policies

OPERATOR is responsible for planning, preparing and/or ordering meals for shelter residents in accordance with the Phase I MOPSP.

The Shelter Operator will provide a breakfast, lunch and hot dinner to each client every day.

Tables will be set up for meals in the dining area of the Shelter at the scheduled meal times.

Food will be served at designated times of operation for registered shelter clients only.

- Q. Transportation Policies**-The OPERATOR will provide transportation to and from the shelter site(s) from specified pick-up/drop-off points coordinated with the County and/or local city and the police departments based on need and nature of emergency situation.

The policies for travel to and from the Year Round Emergency Shelter Program will be designed to support client needs and minimize potential impact on the adjacent residential neighborhood and businesses.

The following transportation measures will be implemented in accordance with the Phase I MOPSP:

1. Transportation Flow On and Off Property
2. Pedestrian Traffic
3. Bicycle Traffic and Parking
4. Bus and Shuttle Transportation Services
5. Personal Vehicle Transportation and Parking
6. Staff Transportation of Clients
7. Delivery of Shelter Goods and Community Donations

R. Financial Policies

The OPERATOR will establish Financial Policies in accordance with the Phase I MOPSP and will include the following:

1. Financial Requests from Clients
2. Client Possessions and Funds
3. Annual Outside Audit
4. Financial Reports Review

S. Legal Policies

The OPERATOR will establish Legal Policies in accordance with the Phase I MOPSP and will include the following:

1. Policy for Compliance with Local Laws
2. Policy for Compliance with Labor Laws

T. Non-Discrimination Policies

The OPERATOR will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national or ethnic origin, HIV status, disability, or veteran status.

The Shelter Operator will adhere to a policy of non-discrimination which will be stated in the Shelter Operator's Policies and Procedures Manual in accordance with the Phase I MOPSP and will include the following:

1. Policy for Compliance with Americans with Disabilities Act
2. Gender-Specific Programming Policy
3. Sexual Harassment Policy
4. Policy Regarding Sex Offenders

The Shelter Operator will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the bus/shuttle or admitted as clients.

U. Confidentiality Policies

The OPERATOR will develop Confidentiality Policies in accordance with the Phase I MOPSP and include the following:

1. Personal Confidentiality
 - a. Fact of Participation
 - b. Disclosure to Other Agencies

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

- c. Information to the Client

- d. Law Enforcement Agency Requests
- e. Written Consent
- f. Abuse Reporting
- g. Harm to Self or Others

- 2. Database Confidentiality Policies
- 3. Exceptions to the Confidentiality Policy

V. Grievance Policies

The grievance procedure will be applicable for any conflicts or disagreements between clients and clients and clients and staff. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

The OPERATOR will establish Grievance Policies and Procedures in accordance with the Phase I MOPSP and will include:

1. Receiving and Posting

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility.

2. Meeting with Staff

3. Whistleblower Policy

W. Staffing and Management Plan

OPERATOR will provide to the COUNTY a Staffing and Management Plan that includes the following policies and procedures in accordance with the Phase I MOPSP

- 1. Staff Policies
 - Hiring Policy
 - Screening Procedure
 - Acceptance Procedure
- 2. Staff Training
 - Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting
 - Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution
 - Appropriate Behavior for Dignity and Respect

- Communication
- Resources and Referrals
- Mental Health and Addiction Skills
- Annual Staff Evaluation and Training Plan
- Documentation of Staff Training
- HCA has trainings available for non-clinicians

X. Volunteer Policies

The OPERATOR will establish Volunteer Policies in accordance with the Phase I MOPSP including the following:

1. Selection, Screening, and Background Checks
2. Orientation and Training
3. A volunteer code of ethics that includes the following:
 - a. Each volunteer must maintain a firm commitment to professional conduct
 - b. Limiting Relationships with Clients
 - c. Food and Other Substances
 - d. Discrimination
 - e. Volunteer Boundaries
 - f. Commitment
4. Identifiable Lines of Authority
5. Descriptions of Volunteer Tasks



Certification of Agreements

Date: 2/6/2018

To: Clerk of the Board of Supervisors

From: OCCR/Housing & Community Development and Homeless Prevention

Re: ASR Control #: 17-001348, Meeting Date 2/6/2018 Agenda Item No. # 15

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

DS
JW

Julia Bidwell
Name

HCD & HP Director
Title

DocuSigned by:
Julia Bidwell
3E2FB006989F43C...
Signature

2/7/2018
Date