



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-23010864
FOR
HOMELESS BRIDGE HOUSING SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-23010864 for Homeless Bridge Housing Services is made and entered on February 27, 2024 (“Effective Date”) between Friendship Shelter, Inc. (“Contractor”), with a place of business at PO Box 4252, Laguna Beach, CA 92652, and the 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. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-23010864 for Homeless Bridge Housing Services, effective July 1, 2023 through June 30, 2026, in an amount not to exceed \$1,304,895 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Contract’s Period One Maximum Obligation by \$437,201, Period Two Maximum Obligation by \$1,035,378 and Period Three Maximum Obligation by \$1,054,130; to modify the Referenced Contract Provisions; to modify Paragraph II. of the Contract; to replace Exhibit A of the Contract with Exhibit A-1; and to add Exhibit D to the Contract; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract’s Period One Maximum Obligation is increased by \$437,201 from \$402,123 to \$839,324, Period Two Maximum Obligation is increased by \$1,035,378 from \$445,847 to \$1,481,225, and Period Three Maximum Obligation is increased by \$1,054,130 from \$456,924 to \$1,511,054, for a revised cumulative total amount not to exceed \$3,831,603.
2. Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

“Amount Not to Exceed:

| | |
|-------------------------------------|---------------------|
| Period One Amount Not to Exceed : | \$ 839,324 |
| Period Two Amount Not to Exceed : | 1,481,225 |
| Period Three Amount Not to Exceed : | <u>1,511,054</u> |
| TOTAL AMOUNT NOT TO EXCEED: | \$3,831,603” |

3. All references in the Contract to “Maximum Obligation” are deleted and replaced with “Amount Not to Exceed”.
4. Paragraph II. Alteration of Terms, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. This Contract, together with Exhibits A-1, B, C and D attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract.”

5. Exhibit A of the Contract is deleted in its entirety and replaced with Exhibit A-1 attached hereto, which is incorporated by this reference.
6. Exhibit D attached hereto is added to the Contract as Exhibit D.


This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Contract and Amendment No. 1, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either 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: Friendship Shelter, Inc.

| | |
|---|--------------------|
| DAWN PRICE | Executive Director |
| Print Name | Title |
| <small>DocuSigned by:</small>  <small>8953E407CBD3406...</small> | 1/26/2024 |
| Signature | Date |
| | |
| Print Name | Title |
| | |
| Signature | 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


| | |
|---|-----------------------|
| Brittany McLean | Deputy County Counsel |
| Print Name | Title |
| <small>DocuSigned by:</small>  <small>9713A4061D4343D...</small> | 1/26/2024 |
| Signature | Date |

EXHIBIT A-1
TO CONTRACT FOR PROVISION OF
HOMELESS BRIDGE HOUSING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
FRIENDSHIP SHELTER, INC.
FEBRUARY 27, 2024 THROUGH JUNE 30, 2026

I. COMMON TERMS AND DEFINITIONS

A. The following standard terms and definitions are for reference purposes only and may or may not apply in their entirety throughout the Contract. The parties agree to such terms and definitions, and to those terms and definitions that, for convenience, are set forth elsewhere in the Contract.

1. Admission means documentation, by CONTRACTOR, of completion of the entry and documents into Homeless Management Information System (HMIS).

2. Auxiliary Funding means funding to support the successful placement of people who have licensed care needs.

3. Bed Day means one (1) calendar day which CONTRACTOR provides services as described in this Exhibit A-1 of the Contract. A Bed Day will include the day of admission, but not the day of discharge. If admission and discharge occur on the same day, one (1) Bed Day will be counted.

4. Behavioral Health Bridge Housing Program (BHBH) means funding under the California Department of Health Care Services (DHCS) to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including a serious mental illness (SMI) and/or substance use disorder (SUD). The program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provides funding through June 30, 2027.

5. Bridge Housing means short- and mid-term participation programs with a goal to connect individuals to long-term housing stability.

6. Community Assistance, Recovery, and Empowerment (CARE) Act Program means Senate Bill (SB) 1338 (Chapter 319, Statutes of 2022) established the Community Assistance, Recovery, and Empowerment (CARE) Act (in effect January. 1, 2023) to provide community-based behavioral health services and supports to Californians living with untreated schizophrenia spectrum or other psychotic disorders through a new civil court process. The

CARE Act is intended as an intervention for the most severely impaired Californians to prevent avoidable psychiatric hospitalizations, incarceration, and Lanterman-Petris-Short (LPS) Mental Health conservatorship prioritize CARE Program participants.

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

8. 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.

9. CES Community Queue means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.

10. Continuum of Care (CoC) means 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.

11. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System (HMIS); however, victim service providers utilize comparable Data Collection Systems

12. Deed Restrictions means restriction on non-county-owned properties purchased or improved with Behavioral Health Bridge Housing Program infrastructure funds. The deed restriction will stipulate that the property be used to provide bridge housing for individuals with serious behavioral health conditions. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant.

13. Engagement means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of

Participants(s) is the objective of a successful Outreach.

14. Family means regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

15. Care Coordinator means a Mental Health Specialist (MHS), Clinical Social Worker (CSW), or Marriage and Family Therapist (MFT) that provides mental health, crisis intervention and case management services to those Residents who seek services in the COUNTY operated outpatient programs.

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

17. CSW means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

18. Diagnosis means the definition of the nature of the Resident's disorder. When formulating the diagnosis of Resident, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association (APA). DSM diagnoses will be recorded on all IRIS documents, as appropriate.

19. Full Service Partnership (FSP) means a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes Participants being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the Participant, Psychiatrist, and PSC. Whenever possible, these multi-disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal Participant to staff ratio will be in the range of fifteen to twenty (15-20) to one (1), ensuring relationship building and intense service delivery.

20. Homeless means an individual or family experiencing homelessness defined as any of the following:

- a. An individual or family that lacks adequate nighttime residence;
- b. An individual or family with a primary residence that is a public or private

place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

c. An individual or family living in a supervised publicly or privately operated shelter, designed to provide temporary living arrangements (including hotels and motels paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);

d. An individual exiting an institution (including incarceration) into homelessness (regardless of length of stay in the institution);

e. An individual or family who will imminently lose housing in next thirty (30) calendar days;

f. Unaccompanied youth and homeless families and children and youth defined as homeless under other federal statutes; and

g. An individual fleeing intimate partner violence, sexual assault, stalking, and other dangerous, traumatic, or life threatening conditions relating to such violence

21. Homeless Management Information System (HMIS) means a database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

22. Housing First is defined in WIC Section 8255 (11)(d)(1)-(2)(A) as “the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and do not make housing contingent on participation in services. Housing First includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer-term rental assistance, income assistance, or employment.”.

23. Housing Navigation means the process of assisting people in identifying housing options, resources, and services.

24. Housing Navigators means the staff that work with individuals to help them find, move in to, and retain affordable housing. They also develop relationships with community partners, other service providers, agencies offering housing subsidies, and property owners and managers. Navigators help individuals eliminate or reduce the impact of personal housing barriers such as criminal records, poor credit, or prior housing judgments due to eviction, as well as transportation needs, application fees, and/or utility payments. Additionally, housing navigators may assist in identification and reporting of instances of housing discrimination.

They may link individuals with bridge housing and housing subsidy agencies and assist them in completing applications. They may also work with property owners and public housing authorities (PHAs) to facilitate approvals, assisting with documentation, timely inspections, and corrective action requests.

25. Information and Referrals means the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.

26. 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.

27. Landlord Outreach means outreach and recruitment program to encourage property owners to consider renting to Participants. Landlord/owner outreach may include the development of presentations, outreach materials, campaigns, incentives, and support to help properties meet the requirements of subsidizing agencies.

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

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

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

c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment programs, Residents receive combined treatment for mental illnesses and substance use disorders from the same practitioner or treatment team.

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

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include

evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

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

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

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

29. Mental Health Act (MHSA) means the law that provides funding for expanded community Mental Health Services. It is also known as "Proposition 63."

30. Mid-Term means a stay in a bridge housing setting for a period between ninety (90) calendar days and two (2) years, with the possibility of a one (1) year extension.

31. Mitigation Fund means funds to offset any damages caused by a Behavioral Health Bridge Housing Program participant and/or for use if an eviction should become necessary.

32. Outreach and/or Engagement means outreach and progressive engagement to offer and encourage an individual or family to enter the program.

33. Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who experiences serious behavioral health condition(s), including SMI and/or SUD, who is experiencing homelessness or is a CARE Program participant.

34. Plan Coordinator (PC) means an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation, and recovery principles. The PC is responsible for clinical care and case management of assigned Participant and families in a community, home, or program setting. This includes assisting Participants with mental health, housing, vocational and educational needs. The position is also responsible

for administrative and clinical documentation as well as participating in trainings and team meetings. The PC shall be active in supporting and implementing the program's philosophy and its individualized, strength-based, culturally/linguistically competent, and Participant-centered approach.

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

36. Rental Assistance means short- or mid-term financial assistance or subsidies as part of an overall bridge housing strategy. Rental assistance must be combined with easy access to clinical and supportive behavioral health care. Rental payments must be made to the landlord on behalf of the tenant in scattered-site or project-based housing.

37. Serious Behavioral Health Condition means:

a. The individual has one or more of the following:

1) Significant impairment, where "impairment" is defined as distress, disability, or dysfunction in social, occupational, or other important activities, including education and family relationships;

2) A reasonable probability of significant deterioration in an important area of life functioning;

3) A need for Specialty Mental Health Services (SMHS), regardless of presence of impairment;

b. AND, the individual's condition, as defined in a.1), a.2) and/or a.3) is due to either of the following:

1) A diagnosed mental and/or substance-related or addictive disorder, according to the criteria of the current editions of the *Diagnostic and Statistical Manual of Mental Health Disorders (DSM)* and the *International Statistical Classification of Diseases and Related Health Problems (ICD)*;

2) A suspected mental health and/or substance related or addictive disorder that has not yet been diagnosed.

c. OR, the individual has at least one of the following:

1) At least one diagnosis from the current edition of the *DSM* for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance Related Disorders;

2) At least one suspected diagnosis from the current edition of the *DSM* for Substance- Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non Substance Related Disorders;

d. OR, the individual is a CARE Program participant, regardless of

whether they meet the criteria in paragraph a. and/or c. above.

38. Resident means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

39. Service Planning Areas (SPA) means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.

40. Short-Term means a stay in a bridge housing setting that is less than ninety (90) days.

41. Supportive Services means services necessary to help program participants obtain and maintain housing, manage symptoms of serious behavioral health conditions, and support recovery and wellness.

42. U.S. Department of Housing and Urban Development (HUD) means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A-1 to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

HOMELESS BRIDGE HOUSING

| | <u>PERIOD</u> | <u>PERIOD</u> | <u>PERIOD</u> | <u>TOTAL</u> |
|-----------------------|---------------|---------------|---------------|---------------|
| | <u>ONE</u> | <u>TWO</u> | <u>THREE</u> | |
| ADMINISTRATIVE COSTS | | | | |
| Salaries | \$ 28,388 | \$ 31,475 | \$ 32,257 | \$ 92,120 |
| Benefits | 6,529 | 7,239 | 7,419 | 21,188 |
| Services and Supplies | 1,780 | 1,973 | 2,022 | 5,775 |
| Indirect Costs | <u>4,672</u> | <u>5,180</u> | <u>5,309</u> | <u>15,162</u> |
| SUBTOTAL | \$ 41,369 | \$ 45,868 | \$ 47,007 | \$ 134,245 |

ADMINISTRATIVE
COSTS

PROGRAM COSTS

| | | | | |
|--------------------------------|----------------|----------------|------------------|----------------|
| Salaries | \$204,963 | \$227,249 | \$232,895 | \$ 665,107 |
| Benefits | 47,141 | 52,267 | 53,566 | 152,975 |
| Services & Supplies | <u>108,650</u> | <u>120,464</u> | <u>\$123,456</u> | <u>352,569</u> |
| SUBTOTAL PROGRAM COSTS | \$360,754 | \$399,980 | \$409,917 | \$1,170,650 |
| Total MHSA Revenue | \$402,123 | \$445,848 | \$456,924 | \$1,304,895 |
| TOTAL MAXIMUM OBLIGATION | \$402,123 | \$445,848 | \$456,924 | \$1,304,895 |

BEHAVIORAL HEALTH BRIDGE HOUSING

| | <u>PERIOD</u> <u>ONE</u> | <u>PERIOD</u> <u>TWO</u> | <u>PERIOD</u> <u>THREE</u> | <u>TOTAL</u> |
|---------------------------|-----------------------------|-----------------------------|-------------------------------|--------------------|
| ADMINISTRATIVE COSTS | | | | |
| Salaries | \$ 7,164 | \$ 17,441 | \$ 17,964 | \$ 42,569 |
| Benefits | <u>1,648</u> | <u>4,011</u> | <u>4,132</u> | <u>9,791</u> |
| Indirect Costs | <u>29,434</u> | <u>69,323</u> | <u>70,384</u> | <u>169,141</u> |
| SUBTOTAL | <u>\$38,246</u> | <u>\$ 90,775</u> | <u>\$ 92,480</u> | <u>\$ 221,501</u> |
| ADMINISTRATIVE COSTS | | | | |
| PROGRAM COSTS | | | | |
| Salaries | \$85,986 | \$206,289 | \$212,477 | \$ 504,752 |
| Benefits | <u>19,777</u> | <u>47,446</u> | <u>48,870</u> | <u>116,903</u> |
| Services & Supplies | <u>293,192</u> | <u>690,868</u> | <u>700,303</u> | <u>1,684,362</u> |
| SUBTOTAL PROGRAM COSTS | <u>\$398,955</u> | <u>\$944,603</u> | <u>\$961,650</u> | <u>\$2,306,017</u> |
| TOTAL COSTS | <u>\$437,201</u> | <u>\$1,035,378</u> | <u>\$1,054,130</u> | <u>\$2,527,518</u> |

| | | | | |
|----------------------------|------------------|--------------------|--------------------|--------------------|
| Total BHBH Revenue | <u>\$437,201</u> | <u>\$1,035,378</u> | <u>\$1,054,130</u> | <u>\$2,527,518</u> |
| TOTAL AMOUNT NOT TO EXCEED | <u>\$437,201</u> | <u>\$1,035,378</u> | <u>\$1,054,130</u> | <u>\$2,527,518</u> |

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

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

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-1 to the Contract.

III. PAYMENTS

A. HOMELESS BRIDGE HOUSING SERVICES PAYMENTS

1. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$33,510 per month for Period One, \$37,154 per month for Period Two and \$38,077 per month for Period Three, for Homeless Bridge Housing Services.

B. BEHAVIORAL HEALTH BRIDGE HOUSING SERVICES PAYMENTS

1. After February 27, 2024, COUNTY shall pay CONTRACTOR monthly, in arrears,

at the provisional amount of \$72,866 per month for Period One, \$86,281 per month for Period Two and \$87,844 per month for Period Three, for Behavioral Health Bridge Housing Services.

C. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. 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 the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs C.2. and C.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, 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 and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, 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 each month. 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 if CONTRACTOR fails to comply with any provision of the Contract.

G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency. CONTRACTOR shall provide ADMINISTRATOR with the following:

1. FISCAL

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

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

c. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

2. STAFFING REPORTS – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not

exceed more than five (5) calendar days.

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

4. DATA REPORTS

a. BEHAVIORAL HEALTH BRIDGE HOUSING (BHBH)

1). CONTRACTOR shall enter data on the individuals and families served by the BHBH Program into the local Homeless Management Information System (HMIS), as required by AB 977 (Gabriel, Chapter 397, Statutes of 2021). CONTRACTOR shall report the following Individual Federal Partner Program Elements as defined by the United States Department of Housing and Urban Development (HUD), into HMIS:

- a) Universal Data Elements (Items 3.01-3.917);
- b) Common Data Elements (Items 4.02-4.20; and
- c) HMIS Data Standards (Item W5)

2) CONTRACTOR shall submit narrative and data reports that document progress towards outcomes to ADMINISTRATOR quarterly and provide program updates and participate in monitoring and reimbursement review with ADMINISTRATOR as requested. The metrics will include, but not be limited to, the following:

- a) Number of people served;
- b) Demographic information;
- c) CARE Program Participants receiving BHBH supportive services; and
- d) Bed-nights of bridge housing provided in each of the following:

| Report | Year/Quarter | Period |
|--------|-------------------|------------------------|
| 1 | Year 2, Quarter 3 | 1/1/2024 - 3/31/2024 |
| 2 | Year 2, Quarter 4 | 4/1/2024 – 6/30/2024 |
| 3 | Year 3, Quarter 1 | 7/1/2024 - 9/30/2024 |
| 4 | Year 3, Quarter 2 | 10/1/2024 - 12/31/2024 |
| 5 | Year 3, Quarter 3 | 1/1/2025 - 3/31/2025 |
| 6 | Year 3, Quarter 4 | 4/1/2025 - 6/30/2025 |
| 7 | Year 4, Quarter 1 | 7/1/2025 - 9/30/2025 |
| 8 | Year 4, Quarter 2 | 10/1/2025 - 12/31/2025 |

| | | |
|-----------|--------------------------|-----------------------------|
| 9 | Year 4, Quarter 3 | 1/1/2026 - 3/31/2026 |
| 10 | Year 4, Quarter 4 | 4/1/2026 - 6/30/2026 |

b. HOMELESS BRIDGE HOUSING

1) CONTRACTOR shall enter data on the individuals and families served by the HBH Program into the local HMIS. CONTRACTOR shall report the following Individual Federal Partner Program Elements as defined by HUD into HMIS:

- a) Universal Data Elements (Items 3.01-3.917);
- b) Common Data Elements (Items 4.02-4.20; and
- c) HMIS Data Standards (Item W5)

2) CONTRACTOR shall submit narrative and data reports that document progress towards outcomes to ADMINISTRATOR quarterly and provide program updates. The metrics will include, but not be limited to, the following:

- a) Number of people served;
- b) Demographic information; and
- c) Bed-nights of bridge housing provided.

5. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the duties and purposes contained in the Contract. ADMINISTRATOR 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.

B. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Referenced Contract Provisions of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior including arrests with or without conviction, positive test results for substance abuse from urine screenings, or any other incident which may expose COUNTY or CONTRACTOR to liability.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

V. SERVICES

A. INDIVIDUALS TO BE SERVED

1. BEHAVIORAL HEALTH BRIDGE HOUSING (BHBH) - individuals eighteen (18) years or older with serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD), who are experiencing homelessness. Community Assistance, Recovery, and Empowerment (CARE) Program, Section 5982(b) to the Welfare and

Institutions Code (WIC) stipulates that CARE Program Participants be prioritized for any appropriate bridge housing funded by the BHBH Program. CONTRACTOR shall prioritize CARE Program Participants.

2. HOMELESS BRIDGE HOUSING (HBH) - individuals eighteen (18) years or older who are living with serious mental illness (SMI) and/or co-occurring disorder, who are experiencing homelessness and actively participating in services at a Mental Health and Recovery Services, Adult and Older Adult, County, County contracted outpatient clinic and contracted Full Service Partnerships. In the case of couples or families, at least one (1) adult member of the household must meet the diagnostic requirement. The individual or household combined income cannot exceed thirty percent (30%) of Area Median Income (AMI).

B. REFERRALS AND INTAKE - the referral and intake process shall be low barrier and support placement in the shortest timeline possible.

1. CONTRACTOR shall accept referrals received from OC Mental Health & Recovery Services, Housing and Supportive Services (HSS). Referrals may be denied by CONTRACTOR if there are no beds available, the individual cannot perform basic activities of daily living, or the referred individual falls under the specific exclusion criteria established by CONTRACTOR to preserve the safety of the housing site and Participants.

a. For the BHBH Program, CONTRACTOR may exclude any individual who is required to register as a sex offender under California Penal Code section 290 PC; any individual with an arson conviction; any individual with a conviction for operating a methamphetamine laboratory; and/or any individual with a premeditated murder conviction. CONTRACTOR may consider extenuating circumstances and accept a referral for an individual who falls within these exclusion criteria.

b. Any other denials of referrals for the BHBH Program must be approved by ADMINISTRATOR.

2. CONTRACTOR must develop a separate mechanism to receive BHBH and HBH referrals from HSS as well as establishing reasonable timelines for subsequent engagement with potential BHBH Participants and subsequent BHBH assessment and screening.

3. CONTRACTOR shall provide ample time to engage BHBH Participants and repeatedly engage with Participants who are hesitant or unsure of engaging in the homeless service system. CONTRACTOR should also ensure that outreach and engagement is voluntary, Participant centered, and trauma informed care focused.

4. For the BHBH Program, CONTRACTOR may also engage in outreach to identify qualified individuals to bring into the Program and accept external referrals of qualified individuals, so long as beds are available. Within 24 hours of admitting an individual into the BHBH Program who has not been referred directly from HSS, CONTRACTOR will contact

ADMINISTRATOR to inform them of the admission and schedule an on-site screening by ADMINISTRATOR to confirm eligibility.

C. PROGRAMMING

1. BEHAVIORAL HEALTH BRIDGE HOUSING (BHBH)

a. CONTRACTOR shall establish programming based on Housing First principles and shall include voluntary supportive services for Participants. Consistent with the national Housing First model and WIC section 8255, abstinence from alcohol or other substances cannot be a requirement or prerequisite for housing funded by the BHBH Program; the use of alcohol or other substances in and of itself cannot be grounds for eviction, though Participants may be prohibited from using and/or distributing drugs or alcohol on or near the housing sites; services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and substance use disorder as a part of Participants' lives, where Participants are engaged in nonjudgmental communication regarding drug and alcohol use; and where Participants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the individual so chooses. However, when indicated, funding may be used to support recovery residences and sober living environments for individuals with significant substance use disorder needs.

b. CONTRACTOR shall provide life skills and independent living skills training to facilitate the Participant's transition to an independent living arrangement such as: use of public transportation, grooming/hygiene, dressing for success, laundry, care and management of belongings, housekeeping, meal planning and preparation, making household or personal item purchases and money management, use of community resources, and leisure time management. Skills training may be provided in group and/or individual modalities.

c. CONTRACTOR shall provide medication support to include:

1) Support access to medication assisted treatment (MAT) and psychotropic medications for the treatment of mental disorders;

2) Training to educate staff on effects and side-effects of psychotropic medications;

3) Encouraging Participants to know what medications and dosages they are taking and the importance of remaining compliant with medication as well as to help them recognize the potential side effects and dangers of combining medications with other substances;

4) Monitoring medication compliance, and working cooperatively and effectively with the Participant's prescribing physician; and

5) Providing proper medication storage.

d. CONTRACTOR shall assist Participants in developing skills to manage

interpersonal behaviors that could interfere with their ability to remain independently housed within the community. This includes interacting with staff, housemates, and/or landlords, maintaining their personal space in good order, and being a good neighbor.

e. CONTRACTOR shall monitor for specific signs of psychiatric decomposition or relapse and be prepared to connect Participant to the appropriate level of services. CONTRACTOR shall work in collaboration with the Participant's Plan Coordinator/Case Manager and or County staff to coordinate care, including referring and linking Participant to appropriate services.

f. CONTRACTOR staff will meet with Participants at least weekly in person to review progress towards Participant goals and plans for housing, increasing income and other resources as needed. CONTRACTOR staff will support Participants in setting up appointments, providing transportation to appointments and attend appointments with Participants, as well as providing assistance in completing needed paperwork to meet established goals related to accessing services provided by the System of Care.

g. CONTRACTOR shall have a network of resources so it can provide referrals and linkages to networks. Referrals and linkages to services and programs that address the needs of individuals shall be provided and facilitated on an ongoing basis.

h. CONTRACTOR shall assist Participant with any subsequent follow up from the appointment and/or access to supportive services, thus reducing the likelihood for missed appointments and other recidivism, including but not limited to:

- 1) Physical health care;
- 2) Mental health care;
- 3) Substance use treatment;
- 4) Mainstream benefits (e.g., Medi-Cal, SNAP, TANF, CalFresh);
- 5) Employment services;
- 6) Legal services;
- 7) Credit counseling;
- 8) Education; and

9) Essential services that address the needs of specialized populations, including but not limited to transitional aged youth, victims of domestic violence, dating violence, sexual assault or stalking, and veterans.

i. CONTRACTOR shall facilitate, as needed, house meetings and work with Participants individually to engage Participants in the care and upkeep of the BHBH/HBH facility and foster independent living skills. CONTRACTOR shall maintain a method for Participants to provide feedback on the operations of the facility that includes, but is not limited to, activities, house rules, and resolution of disputes/disagreements. CONTRACTOR shall,

with the collaboration of assigned Plan Coordinators/Case Manager, provide crisis intervention, benefit acquisition or reinstatement, document readiness, and linkage to vocational and/or educational assessment/services.

2. HOMELESS BRIDGE HOUSING

a. CONTRACTOR is encouraged to establish programming based on Housing First principles and harm-reduction philosophy.

D. INDIVIDUALIZED HOUSING PLAN

1. CONTRACTOR shall conduct an assessment to determine the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. CONTRACTOR must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participants' needs.

2. CONTRACTOR shall work with Participants to understand their housing desires and needs and work with them to identify appropriate permanent housing placement that would work for them and is sustainable. CONTRACTOR shall support housing opportunities that incorporate roommates and shared living spaces. CONTRACTOR must ensure that housing opportunities are habitable and rent reasonable.

3. CONTRACTOR must create an Individualized Housing and Service Plan, in partnership with the Participant, that considers and incorporates the goals of the Participant and focuses on identifying and securing permanent housing as well as other life areas that will support and assist Participants in successfully obtaining and maintaining housing. The Individualized Housing and Service Plan must address specific needs and barriers to housing and track process on established goals and milestones and the template shall be approved by ADMINISTRATOR. The Individualized Housing and Service Plan shall detail a path to housing stability and support the Participants in maintaining permanent housing after the assistance ends.

a. Participant's housing and/or service needs shall be continuously reassessed to address potential areas that may impact housing stability.

E. HOUSING NAVIGATION

1. CONTRACTOR shall support the Participant in identifying available housing units and resources, completing housing applications and gathering documentation, as well as providing support through in-person or teleconference meetings relating to housing search and placements. When housing is secured, CONTRACTOR shall assist the Participant in understanding the lease, making moving arrangements and establishing utilities.

a. Housing navigation services may include facilitating access and enrollment into the permanent housing programs of the Orange County CoC, including rapid rehousing,

permanent supportive housing, housing choice vouchers, and special purpose housing choice vouchers. CONTRACTOR shall provide access to CES for Participants and CONTRACTOR staff shall have regular attendance in the SPA specific CES meetings;

b. Housing Navigation Services will also provide transportation to Participants to support the housing search process, attend housing meetings, viewing and/or interviews. CONTRACTOR will embrace a “whatever it takes” approach to housing navigation by eliminating barriers to housing; and

2. CONTRACTOR shall develop programming in a manner that allows for choice, enables people to stay in their “home” communities to the extent possible, and provides for community integration in accordance with all applicable federal and state regulations.

3. CONTRACTOR shall assist Participants to secure housing and to find and coordinate housing and ancillary resources in the community. CONTRACTOR shall ensure Participants have access/linkage to required apartment items (i.e., refrigerators) if not supplied by the landlord.

4. CONTRACTOR shall assist Participants to locate household items.

5. CONTRACTOR shall seek to assist Participants to locate rental units and negotiate leases. CONTRACTOR may seek other housing options for Participants which are deemed appropriate, with prior authorization from ADMINISTRATOR.

6. CONTRACTOR may provide housing assistance in the form of financial assistance for move-in costs and housing stabilization costs, including security deposit, utility deposit, pet deposits, storage fees, moving costs and costs associated with making a home habitable and a Landlord Outreach and Mitigation Fund to support engagement of property owners, which may include offering property owners supports and incentives. This could include a mitigation fund to reimburse owners in the event that a Participant damages a unit or to cover other unforeseen costs related to housing someone through the BHBH/HHB program.

F. TRANSPORTATION

1. CONTRACTOR shall provide transportation assistance for Participants to access housing resources and other supportive services. Transportation may be provided in the form of CONTRACTOR’s staff transporting Participants in a vehicle or providing payment of transportation costs such as rideshares or taxis. The goal of providing transportation assistance is to ensure that Participants do not experience additional barriers or delays in accessing benefits, services and/or housing resources.

G. MEALS

1. CONTRACTOR shall provide basic ingredients for preparing at least a nutritious breakfast and lunch per day. Participants shall be responsible for preparing their own breakfast and lunch, but CONTRACTOR shall provide basic staples and an equipped kitchen.

CONTRACTOR shall make provisions for Participants to safely store any personal food items, both in the refrigerator and a section of pantry or cabinet storage.

2. CONTRACTOR shall provide one (1) nutritious warm meal in the evening for all Participants. Participants shall be encouraged to participate in the preparation and clean-up of all meals.

H. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighboring business and resident complaints, and staff contact information made available to neighboring businesses and residents.

I. FACILITY

1. CONTRACTOR shall provide and maintain at least one (1) shared home site for HBH Clients at the following locations, or any other location approved, in advance, in writing, by ADMINISTRATOR.

1335 SOUTH COAST HIGHWAY
LAGUNA BEACH, CA 92651

2. CONTRACTOR shall provide and maintain interim housing sites for BHBH Participants at the locations approved, in advance, in writing, by ADMINISTRATOR.

3. The HBH site(s) must meet any municipal requirements for their locales and may be subject to inspection. The facility should be in an area readily accessible by public transportation, and should include the following:

- a. Private or semi-private bedroom for each Client. More than two people to a room may be arranged with prior ADMINISTRATOR approval;
- b. Kitchen area including refrigerator, stove, oven, and sink;
- c. Dining area;
- d. Central living area or group room with an appropriate capacity for group meetings, activities or visitors; and
- e. An outdoor recreation area.

4. CONTRACTOR shall provide furniture for each Client, which shall include a twin bed, dressers, end tables and lamps. Other furnishings shall include, but are not limited to, a sofa, coffee table, dining table and chairs, and a television.

5. CONTRACTOR shall have a policy and procedure to prevent and eradicate bedbugs.

6. CONTRACTOR shall purchase supplies for the house, including, but not limited to: two (2) sets of sheets per bed, two (2) sets of towels and wash cloths per Client, blankets,

pillows, and bed covers for each bed, as well as kitchen and dining equipment.

7. CONTRACTOR shall provide laundry equipment and supplies and personal hygiene items for each Client.

8. CONTRACTOR shall provide necessary basic pantry items as stated in Section V.G..

9. CONTRACTOR shall be responsible for maintaining the condition and cleanliness of the house and surrounding grounds.

10. CONTRACTOR shall provide a secure drug-free environment.

11. CONTRACTOR shall be responsible for negotiating the leases and ensuring that the leased units remain in good condition.

J. PERFORMANCE MEASURES AND OUTCOMES

1. CONTRACTOR shall report performance outcome separately for Behavioral Health Bridge Housing and Homeless Bridge Housing.

2. CONTRACTOR shall set up each program as a separate project in HMIS.

3. CONTRACTOR shall track the following data:

- a. Numbers of individuals served;
- b. Location upon exit;
- c. Average length of stay;
- d. Total number of bed-nights of bridge housing provided during the quarter (occupied bed-nights); and
- e. Total number of available bed-nights that were left vacant.

4. Of the Participants enrolled in the program during the reporting period, ninety percent (90%) of Participants will have an Individualized Housing and Service Plan within sixty (60) calendar days of program enrollment.

5. Of the Participants enrolled in the program during the reporting period, ninety percent (90%) of Participants will be connected to the Coordinated Entry System (CES) within sixty (60) calendar days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to get Participants in the community queue as fast as possible.

6. At minimum, fifty percent (50%) of Participants will be matched or transitioned to a permanent housing destination within one (1) year of enrollment to the program.

7. Ninety percent (90%) of Participants will report an increase in life well-being and life satisfaction within 12 months of program enrollment (measured by the HMIS Status Update/Annual Assessment Form).

8. Ninety percent (90%) of Participants will increase independent living skills within 12 months of program enrollment.

K. CONTRACTOR shall perform the services set forth in this Contract and will be responsible for administering federal, state and local funds in a manner satisfactory to COUNTY and consistent with any required funding standards. All work shall be performed in compliance with all latest applicable codes, standards, and regulations and in compliance with Exhibit D, County of Orange Standards of Care for Emergency Shelter Providers. CONTRACTOR shall include the requirement to comply with the County of Orange Standards of Care for Emergency Shelter Providers in all subcontracts.

L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

VI. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract. If administrative responsibilities are delegated to subcontractors, 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:

1. Designate the responsible position(s) in CONTRACTOR's organization for managing the funds allocated to the services under this Contract;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting;
4. Maintain appropriate staffing levels;
5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position;
6. Ensure staff are not on any formal or informal supervision;
7. Effectively communicate and monitor the program for its success;
8. Maintain communication between the Contract key staff and Program Administrators; and,
9. Act quickly to identify and solve problems.

B. CONTRACTOR staff shall be available on site, seven (7) days per week for each site(s). Staffing pattern shall provide for at least one (1) staff member to be on duty and awake twenty-four (24) hours a day, seven (7) days a week, unless otherwise approved by ADMINISTRATOR.

C. CONTRACTOR staff shall ensure that all program sites are well maintained and food is supplied.

D. CONTRACTOR staff who have experience with individuals living with a serious behavioral health condition is preferred. CONTRACTOR staff should be trained to recognize

signs of decompensation and be prepared to provide the appropriate level of intervention as needed.

E. One (1) or more CONTRACTOR staff will work with the Participants to apply for available housing units. Those staff should work closely with any Housing Navigators working with Participants and collaborate with existing systems to ensure maximum utilization of services and reduce duplicative efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as developing housing leads, identifying landlords willing to work with the population, creating suitable housing options from available stock, working with landlords to develop positive relationships, assisting Participants to be document ready for housing interviews, and assisting with transportation for housing search purposes. CONTRACTOR staff will meet with property managers, coach residents to be successful when meeting with potential property managers and prepare them for moving into a unit. CONTRACTOR staff may also work to develop shared housing options for Participants. CONTRACTOR staff will work in collaboration with the Participant's Case Manager to ensure both parties are aware of one another's efforts and progress. Caseloads should be limited to fifteen (15) Participants to one (1) staff at any given time.

F. If Participants are not connected to supportive services, one (1) or more CONTRACTOR staff will assist the Participants with linkage to supportive services in order to receive needed services to initiate recovery from their disabling condition(s). This includes assisting Case Managers to obtain records needed for benefits acquisition. CONTRACTOR staff will also assist with all housing search activities as described above.

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

| Homeless Bridge Housing | <u>FTEs</u> |
|--------------------------------------|-------------|
| DIRECT ADMINISTRATION | |
| Executive Director | 0.030 |
| Director of Finance | 0.030 |
| Contracts Manager | 0.025 |
| Finance/Compliance Assistant | 0.075 |
| Payroll and Accounting Administrator | 0.025 |

| | |
|--|--------------|
| Director of Housing and Operations | 0.025 |
| Director of Human Resources | 0.025 |
| Chief Operating Officer | 0.025 |
| Director of Program Development & Compliance | 0.050 |
| Director of Services | 0.050 |
| PROGRAM ADMINISTRATION | |
| Data and IT Manager | 0.025 |
| HMIS Data Associate | 0.025 |
| Compliance Associate | 0.025 |
| DIRECT PROGRAM | |
| Bridge Housing Program Manager | 0.380 |
| Shelter Operations Supervisor | 0.200 |
| Guest Advocate | 2.400 |
| Housing Coordinator/Navigator | 1.000 |
| Housing Locator | 0.600 |
| Housing Manager | <u>0.050</u> |
| TOTAL FTEs | 5.065 |

| | |
|---|--------------|
| Behavioral Health Bridge Housing | <u>FTEs</u> |
| DIRECT ADMINISTRATION | |
| Executive Director | <u>0.006</u> |
| Director of Finance | <u>0.013</u> |
| Contracts Manager | <u>0.038</u> |
| Payroll and Accounting Administrator | <u>0.075</u> |
| Director of Housing and Operations | <u>0.013</u> |
| Director of Human Resources | <u>0.006</u> |

| | |
|--|--------------|
| Chief Operating Officer | <u>0.013</u> |
| Director of Program Development & Compliance | <u>0.050</u> |
| PROGRAM ADMINISTRATION | |
| Data and IT Manager | <u>0.050</u> |
| HMIS Data Associate | <u>0.050</u> |
| DIRECT PROGRAM | |
| Bridge Housing Program Manager | <u>0.066</u> |
| Logistics Specialist | <u>1.400</u> |
| Associate Director of Services | <u>0.100</u> |
| Housing Coordinator/Navigator | <u>1.000</u> |
| Housing Locator | <u>0.500</u> |
| Housing Manager | <u>0.050</u> |
| Housekeeper | <u>0.600</u> |
| Director of Services | <u>0.050</u> |
| TOTAL FTEs | <u>4.080</u> |

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

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.

EXHIBIT D
TO CONTRACT FOR PROVISION OF
HOMELESS BRIDGE HOUSING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
FRIENDSHIP SHELTER, INC.
FEBRUARY 27, 2024 THROUGH JUNE 30, 2026

See Attachment

County of Orange Standards of Care for Emergency Shelter Providers



County of Orange
Standards of Care
for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

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

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

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

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

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

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

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

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

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

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

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

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

Denial of Admission

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

Reasons for denial may include any of the following:

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

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

1.2.2. Intake and Orientation

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

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

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

1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

1.2.4. Equal Access and Gender Identity

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

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

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

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

1.2.5. Non-Discrimination

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

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

1.2.6. Reasonable Accommodations

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

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

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

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

1.2.7. Service Animals and Support Animals

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

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

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

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

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

1.2.8. Communication Accessibility

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

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

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

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

1.2.9. Participant Feedback

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

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

1.2.10. Incident Reporting

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

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

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

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

Email: OCShelterFeedback@ochca.com

Address: 601 N. Ross Street, 5 floor, Santa Ana, CA 92701

1.2.11. Grievances

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

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

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

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

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

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

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

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

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

County Grievance Appeal Process

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

Dispute Resolution Services

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

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

1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

1.2.13. Hours of Operation and Curfew

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

1.2.14. Coordinated Entry System Integration

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

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

1.2.15. Food Services

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

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

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

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

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

1.2.16. Medication Storage

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

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

1.2.17. Storage and Personal Belongings

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

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

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

1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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

1.2.19. Communicable Diseases

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

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

2. Supportive Services

2.1. Case Management Access

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

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

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

2.2. Assessments

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

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

2.3. Housing Plans

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

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

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

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

2.4. Housing Focused Services

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

2.5. Services, Referrals and Linkages

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

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

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

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

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

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

2.6. Transportation

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

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

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

3. Staff Training

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

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

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

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

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

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

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

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

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

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

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

Interior air quality:

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

Water supply:

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

Thermal environment:

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

Illumination and electricity:

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

Sanitary facilities:

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

Food preparation:

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

Fire safety:

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

Emergency:

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

4.2. ADA Facility Standards

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

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

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

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

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

4.3. Hygiene Products

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

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

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

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

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

4.4. Hazardous Materials

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

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

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

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

5. Administration

5.1. Policies and Procedures

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

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

5.2. Staffing

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

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

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

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

5.3. HMIS Participation and Documentation

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

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

5.4. Document Storage and Retention

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

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

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

5.5. Quality Assurance

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

5.6. Program Monitoring

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

5.7. Reporting

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

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

5.8. Waivers

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

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

6. Attachments



Critical Incident Report
County of Orange
County Executive Office, Office of Care Coordination

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

Administrative Use Only

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

Attachment 2

Shelter Grievance Form

PROVIDER NAME

County of Orange, Office of Care Coordination



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

- Email:
- Address:

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

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

Identifying information

Full Name (Please Print): _____ Date: _____

Phone: _____ Email: _____

Other means of contact: _____

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

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

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

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

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

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



Attachment 3

County of Orange County Executive Office, 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:

Marlene Diaz
Grievance Specialist
(714) 834-2262

By Email:

OCshelterfeedback@ocgov.com

By mail:

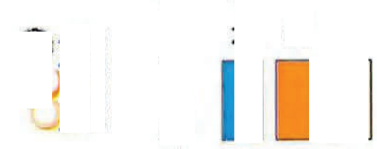
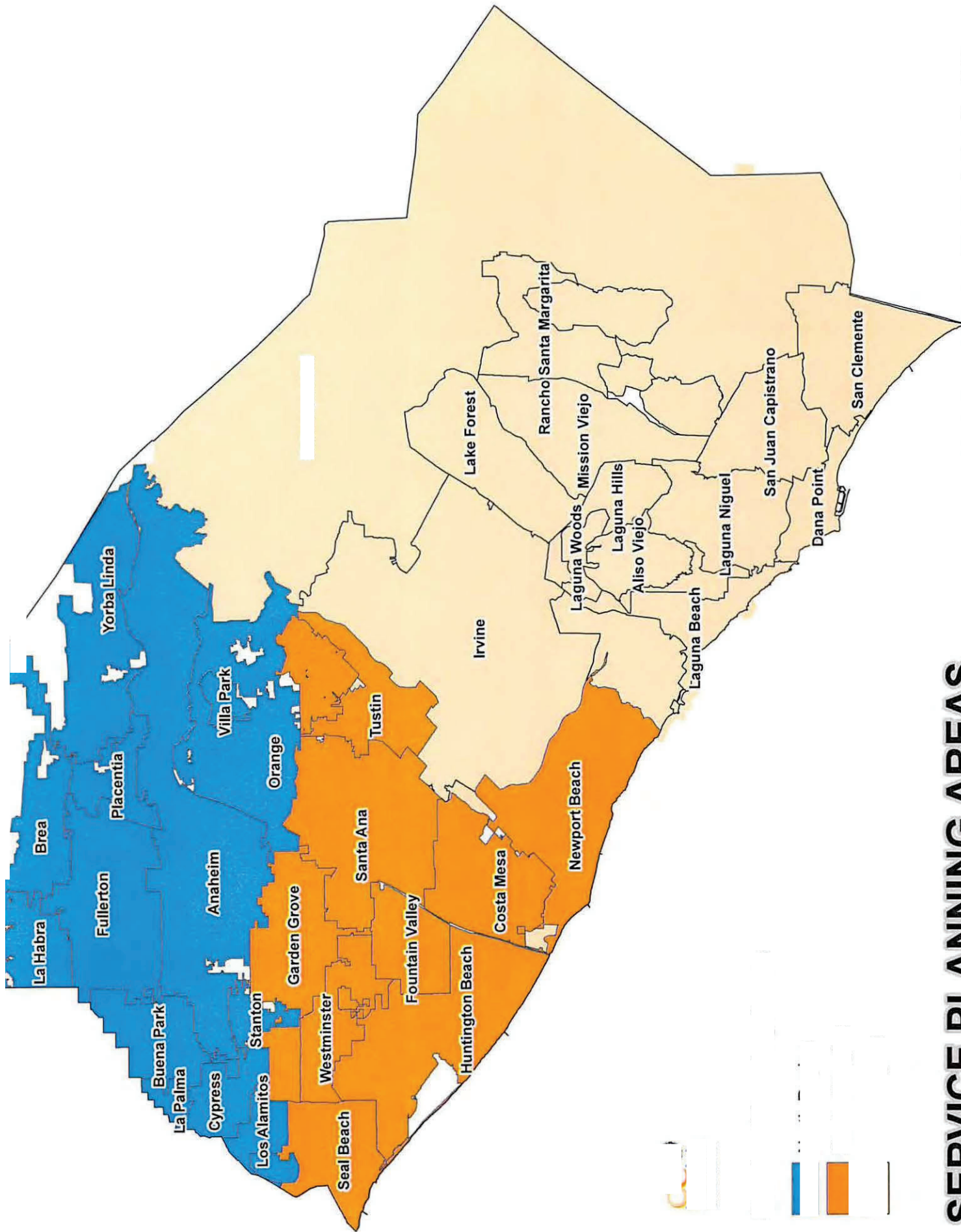
Orange County
County Executive Office
Office of Care Coordination
601 N. Ross Street, 5th Floor
Santa Ana, CA, 92701

ATTACHMENT

B

ATTACHMENT B

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SERVICE PLANNING AREAS